Plan Optik AG
Terms and Conditions of Sale

Unless otherwise agreed in writing all goods and approvals exclusively according to the following terms and conditions of delivery and sales.

§ 1 Area of application

(1) These terms of sale are exclusively valid in relation to enterprises, legal entities of the public right or public special estates in the sense of § 310 paragraph 1 BGB. Terms and conditions of the buyer that are contrary to or not in accordance with ours require our written consent.

(2) These terms and conditions of sale shall exclusively govern the legal transactions of similar nature.

§ 2 Offer and conclusion of contracts

(1) If an order is to be regarded as offer according to § 145 BGB (binding to the buyer), it can accept it within a period of two weeks.

(2) Your orders shall be no binding contractual offer and effect unless we have sent our written order acknowledgement.

(3) Once your order has been accepted it can not be withdrawn by the buyer unless we have sent our written consent.

§ 3 Prices and payments

(1) Unless otherwise agreed by us in writing all prices are quoted Ex Works, packaging excluded, plus current VAT. Packaging costs will be charged separately.

(2) Payments shall be made exclusively to the account stated on our invoice. Any deduction of trade discounts is permissible after written consent only.

(3) Unless otherwise agreed by us the price of the goods is due and payable within 30 days from the date of delivery. The price can be considered as being lawful or indisputable. Only if his counterclaim is based on the same consideration relationship the buyer is authorized to execute the right of retention.

§ 4 Delivery period

(1) Delivery dates agreed to in the contract are not binding dates unless the parties expressly agreed in writing that this is to be the case. With regard to the delivery, a delay shall only be deemed to be legally permissible if the expiration of the announced delivery date, an appropriate additional extension of time which has been given in writing has also passed without delivery taking place.

(2) The delivery period as indicated by us shall commence when the buyer has fulfilled all of his contractual duties in a timely and orderly manner. The defence of non-performance remains reserved.

(3) If the buyer defaults in accepting or culpably fails to fulfil other obligations of cooperation we shall be entitled to claim for compensation for damage including possible additional expenditures. The right to claim additional indemnities remains reserved. If aforesaid conditions are given, the risk of an accidental loss or an accidental degradation of the goods devolves to the buyer at the time, the buyer has come into default of acceptance or debtor’s default.

(4) Legal claims and rights of the buyer based on delay in delivery shall be limited to the damage of the goods to be delivered in the normal course of things, and shall be limited to the amount of the contract price.

§ 5 Compensation and right of retention

The Buyer shall only be entitled to claim for such compensation in case of mixture as being the main component, the buyer is to transfer joint ownership to us at the moment of reprocessing. The same is valid for the case of mixture.

(5) We commit ourselves to release securities to which we are entitled upon the request of the buyer as far as their value exceeds the demands to be secured at more than 20%.

§ 6 Transfer of risk on shipment

If the goods are sent to the buyer on his request, the risk of the accidental loss or the accidental degradation of the goods passes to the buyer on shipment or performance of the goods leave our warehouse at the latest. This applies regardless of whether the shipment of the goods is made from the place of delivery or to the request of the buyer or who has to bear the freight charges.

§ 7 Retention of title

(1) Shipment shall remain our property until the purchase price according to the supply contract has been paid in full.

(2) The buyer is obliged to treating the object of purchase with care as long as the property has not passed over to him. In particular he is obligated to insure the goods at his own expenses against burglary, fire damage and water damages to the amount of the replacement value. Possible maintenance and inspection work shall be carried out at the buyer’s expenses in a timely manner. As long as the buyer does not pass over to him, the buyer has to inform us immediately in writing if the supplied item has been seized or otherwise exposed to interferences of third parties. As far as such third party is not able to refund the judicial and extrajudicial expenses of a case according to §771 civil process order, the buyer is liable for a financial loss resulting on our side.

(3) The buyer is entitled to the sale of the goods under retention in the normal course of business. The buyer by now cedes his receivables from the sale of goods under retention without the amount of the total invoice value agreed with us (including value added tax). This assignment is valid regardless as to whether the buyer has the goods resold without or after processing. The buyer remains authorised for the receipt of receivables and shall also after the assignment. Our right to confiscate the receivables ourselves remains unaffected. However, we will not collect the receivables as long as the buyer fulfills his liabilities from collected revenues, is not in delay of payment and in particular no application for opening of insolvency proceedings has been placed or cessation of payment is given.

(4) Reprocessing or reshaping of goods shall always be regarded as performed on our behalf. In this case the buyer’s right to any objects of purchase extends to the reprocessed or reshaped object. In case the object of purchase is not in such manner with other objects not are in our ownership, we shall be entitled co-ownership in the new property inasmuch as the value of goods sold in retention of title relieves the buyer’s property at the moment of reprocessing.

(5) The buyer is obliged to treat the receivable as his own. In case of mixture as being the main component, the buyer is to transfer joint ownership to us and shall keep the resulting sole or joint ownership for us.

(6) We reserve ourselves property rights and copyrights on all documents provided to the buyer in connection with the placing of an order, like e.g. calculations, drawings etc. These documents may not be made available to third parties, unless we have expressly given our permission to the buyer.

(7) Place of fulfilment and exclusive place of jurisdiction for all disputes resulting from this contract are our registered place of business, unless otherwise stated in our order confirmation.

(8) All agreements made between the parties in order to execute this contract are documented in this contract in written form.

§ 9 Other

(1) This contract and all legal relations between us and the buyer shall be governed by the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Place of fulfilment and exclusive place of jurisdiction for all disputes resulting from this contract is our registered place of business, unless otherwise stated in our order confirmation.

(3) All agreements made between the parties in order to execute this contract are documented in this contract in written form.

(4) If any provision of these conditions is held to be unlawful, invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

In such case, the parties undertake to replace the ineffective regulation by such legally permissible regulation that is closest to the economic purpose of the ineffective regulation or fills this gap respectively.

Effective: 03/2013