General Conditions for Sale and Supply for Export / Product information of WASA Compound GmbH & Co. KG

I. Definitions
In the General Conditions for Sale and Supply for Export, the following expressions shall have the meanings as hereinafter set out:
- "The Conditions" means these General Conditions for Sale and Supply for Export.
- "WASA" means WASA GmbH & Co. KG including its subsidiaries, holding corporations or firms or related corporations or firms.
- "The Customer" means any person, firm or corporation or legal assignee or successor in title or person of the firm, corporation or legal assignee or successor in title or the firm.
- "The Goods" means those items which are specified in WASA's written confirmation of order or offer.
- "The Reserved Goods" means those items sold and delivered in which title has not yet passed to the Customer.
- "The Contract" means the agreement between the Customer and WASA for sale and supply of the Goods to the Customer.

II. General
The Conditions shall exclusively apply to all transactions of WASA. They shall take precedence if the Customer uses its own standard conditions differing from WASA's Conditions. Such conditions are hereby expressly rejected. Moreover, the Conditions shall also apply to all subsequent transactions with the Customer regardless of whether reference to the Conditions has been made or not. Any variations from the Conditions as well as oral, electronic or statements by telephone made by WASA's representatives or authorised agents are always provisional and require WASA's confirmation in writing to be binding on WASA.

III. Commercial usage
In addition to the Conditions, the Tegertseem Rules in their current version shall apply to the sale and supply of wooden stacking systems, as far as they do not conflict with the Conditions and as far as no other agreement has been made.

IV. Size of order
(1) The date and the order is to be determined by WASA's written confirmation of order. In the event that WASA submits an offer for acceptance within a specified period and that offer is accepted by Customer within that period, WASA's offer shall determine the size of the order. This also applies to WASA's confirmation from WASA's written confirmation of order or offer requires WASA's confirmation in writing.
(2) WASA reserves the right to deliver +/- 10 % of the ordered quantity and technically altered Goods and/or major quantity and/or technical alteration is reasonable with respect to the Customer's needs.

V. Prices and terms of payment
(1) Subject to any specific agreement in writing prices are ex works plus the statutory value added tax in the amount as from time to time in force.
(2) Subject to any specific agreement determined by the statutory provisions. Notwithstanding WASA's entitlement to claim for further damages caused by a default of payment, in the event of a default of payment WASA is entitled to claim interests at a rate of 8 % over the base rate.
(3) If the payment is made within 10 days of delivery, no interest or/and charges at WASA's place of payment in the following way:
(a) A down-payment of 1/3 of the price immediately upon the Customer's receipt of the composition of order and WASA's respective invoice or immediately upon acceptance of WASA's offer by the Customer and receipt of WASA's invoice;
(b) 1/3 immediately upon WASA having notified the Customer of the readiness of the Goods for dispatch, latest upon receipt of the Goods;
(c) The remaining balance within 30 days after receipt of the Goods, latest within 30 days from the date of notification of the readiness of the Goods for dispatch.
(4) Any right of set-off determined by the statutory provisions. Notwithstanding the Conditions, the Customer against WASA, which does not arise under § 320 BGB (German Civil Code) and/or under the same Contract, is expressly excluded.

VI. Terms of delivery
(1) Any term of delivery is approximate only and not binding, unless confirmed otherwise by WASA in writing.
(2) The delivery period shall commence from the day on which WASA shall forward its confirmation of order to the Customer. To expire the Goods have left WASA's works or if the Customer has been notified of their readiness for dispatch.
(3) The delivery period will be extended by an appropriate amount of time in the event of industrial disputes in particular but not limited to strikes and lock-outs, other cases of force majeure such as but not limited to embargos, fire, floods, severe weather, epidemics and pandemics as well as unforeseen other obstacles which are beyond WASA's control, insofar as such obstacles can be shown to have exercised a considerable influence on the completion or delivery of the Goods. The aforesaid circumstances are also not to be attributed to WASA if they occur during an already existing delay. WASA shall notify the Customer as soon as possible of the beginning and the end of obstacles of the type mentioned above.
(4) If dispatch is delayed at the wish of the Customer, WASA shall be entitled after expiry of one month after notification of the readiness for dispatch, to invoice the Customer for storage costs with an amount of at least 0.5 % of the invoiced amount for every month of additional storage of the Goods. This rate shall be higher if WASA proves higher damages, or lower, if WASA proves lower damages.
(5) Delivery prior to the expiry of the delivery period and partial deliveries are allowed.
(6) Reservation is made that WASA itself is supplied with the material in a punctual and correct way.

VII. Delay in Delivery and Impossibility of Performance
(1) Notwithstanding Customer's right to withdraw from the Contract in case of defects of the Goods the Customer may withdraw the Contract in the event of WASA's impossibility to perform or a delay in delivery only if the impossibility to perform or the delay in delivery are caused by a negligent or wilful act of WASA.
(2) Subject to any specific agreement, the Customer shall have the right to set a grace period of at least four weeks indicating expressly that it will withdraw from the Contract and/or claim for damages upon fruitless expiry of the grace period. Upon fruitless expiry of the grace period the Contract is presumed to be terminated. The Customer, after expiry of the grace period, without further demand or order, declare whether it is willing to receive the Goods or wants to withdraw from the Contract. The Customer is not entitled to withdraw from the Contract or to claim for damages instead of the delivery. Should the Customer fail to notify WASA on its intention to do so within a reasonable period of time set by WASA.

IX. Retention of title
(1) The title in the Goods shall remain with WASA until full payment of the price has been effected including additional claims such as interest and claims arising under any other contractual relationship. Until title is transferred to the Customer, but always provided that whenever title is to be transferred at all by means of bills of exchange, checks or other negotiable or non negotiable instrument, WASA shall not be deemed to have received payment for the purpose of these provisions and restrictions in respect of the right to retake possession, if necessary, even if title has been transferred at an earlier date. WASA shall be entitled to withdraw the Goods and/ or claim for damages, if such minor and/or major quantity and/or technical alteration is reasonable.
(2) Should dispatch be delayed in consequence of circumstances for which the Customer is responsible, the risk of loss and deterioration of the Goods pursuant to the foregoing clause shall pass to the Customer. This also applies to WASA if the Customer at the date of notification of the readiness of the Goods for dispatch.

XI. Warranty
(1) Should the Customer notify WASA in accordance with X. of an existing defect of the Goods or of any other claim as mentioned in X. (1) of the Conditions, WASA's liability shall, according to WASA's choice, be limited to either replace or repair such defective Goods, to reduce the price or to make a proportionate deduction and/or charge at WASA's place of payment in the following way:
(a) 1/3 immediately upon WASA having notified the Customer of the readiness of the Goods for dispatch.
(b) if the Customer being a company is wound up either compulsorily or voluntarily or a bankruptcy order is passed to the Customer by virtue of the Conditions shall be in WASA's sole discretion.
(11) Notwithstanding any of the provisions under clause IX. hereof, WASA may maintain an action for the price of the Goods and the execution of any right whatsoever conferred to WASA by virtue of the Conditions shall be in WASA's sole discretion.

X. Notice of defects
(1) The right of setting off of apparent defects or any other complaints must be given without delay at latest 10 days from the receipt of the Goods. Notice of hidden defects must be given without delay at latest 10 days from the discovery of such defects but not later than 12 months from the passing of the Goods.

(2) After expiry of the periods mentioned above under clause X. (1) hereof, WASA shall be discharged from all liabilities arising from defects of the Goods and any right of the Customer to withdraw from the Contract or to claim for damages instead of the delivery. Should the Customer fail to notify WASA on its intention to do so within a reasonable period of time set by WASA.
Contract the necessary instructions or not observe secondary obligations - in particular instructions for the operation and maintenance of the Goods - and thereby cause a damage or loss for the Customer, WASA's liability from such omission or non-observance as aforesaid is expressly excluded without prejudice to any liability for a grossly negligent or willful act.

XIV. Right of withdrawal

(1) WASA shall be entitled to withdraw from the Contract especially in the following cases:
(a) In case of a major flaw of the use granted according to the result of the obligations of the Customer.

(b) In the event that after conclusion of the Contract circumstances relating to the Customer become known to WASA which throw doubts on the question of the Customer's credit-worthiness or ability to pay its debts in which case WASA is alternatively entitled in its sole discretion to refuse performance or to request suitable security.

(2) The Customer shall have no right of whatsoever nature against WASA to claim damages for losses of any kind arising from the execution of the right granted under foregoing sub-clause (1).

XV. Trading terms

(1) The INCOTERMS 2000-Version are applicable subject to specific provisions of the Conditions or the Contract which shall prevail.

(2) In case of a delivery DDU ("delivered duty unpaid") the Customer has to bear the costs and risks of duty which term includes the risks of the carrying out of customs formalities, and the payment of formalities, customs duties, taxes and other charges, in particular, but not limited to any cost including storage cost and other risks caused by the Customer's failure to clear the Goods for import.

XVI. Applicable law

The Conditions and any Contract hereunder between WASA and the Customer shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The UN-Convention on Contracts for the International Sale of Goods shall not apply.

XVII. Place of performance / jurisdiction

(1) Place of performance for WASA and the Customer is Neubrunn, Federal Republic of Germany.

(2) Jurisdiction and venue for any actual or future claims under the business relationship (including claims under bills of exchange or cheques) is the Regional Court ("Landgericht") of Meiningen, without prejudice to WASA's right to commence proceedings at the Customer's principal place of business.

XVIII. Final provisions

(1) The headings of the above provisions are for convenience only and have no importance in the interpretation of the conditions.

(2) Should any of these provisions be or become invalid for whatsoever reason the remaining provision shall remain unaffected. In such case, the statutory regulation shall be applicable in addition.

(3) Where appropriate in the Conditions the singular shall include the plural and vice versa and where there are two or more persons, firms or companies comprised in the definitions of the Customer, then the obligations imposed on them shall be joint and several obligations.

XX. Important for plastic stacking systems

(1) Plastic stacking systems should not be stored in the sun. In general plastic stacking systems must be sheltered from a single-sided warming. In case of failure to comply with the handling instructions any loss or damage of whatsoever nature and howsoever arising shall be excluded.

(2) Tolerances: Length: ± 2.0 mm; width: ± 4.0 mm; thickness: ± 1.0 mm.

XXI. Important for wooden stacking systems

(1) Wooden stacking systems should not be stored in the sun. Wood is a living products. It worthiness or ability to pay its debts in which case WASA is alternatively entitled in its sole discretion to refuse performance or to request suitable security.

(2) Should any of these provisions be or become invalid for whatsoever reason the remaining provision shall remain unaffected. In such case, the statutory regulation shall be applicable in addition.

(3) Where appropriate in the Conditions the singular shall include the plural and vice versa and where there are two or more persons, firms or companies comprised in the definitions of the Customer, then the obligations imposed on them shall be joint and several obligations.

XX. Important for plastic stacking systems

(1) Plastic stacking systems should not be stored in the sun. In general plastic stacking systems must be sheltered from a single-sided warming. In case of failure to comply with the aforementioned instructions claims for damages are excluded according to XI. (6) of the Conditions.

(2) Tolerances: Length: ± 2.0 mm; width: ± 2.0 mm; thickness: ± 1.0 mm.

All tolerances refer to the time of delivery.

XXII. Important for plastic stacking systems

(1) Plastic stacking systems should not be stored in the sun. In general plastic stacking systems must be sheltered from a single-sided warming. In case of failure to comply with the aforementioned instructions claims for damages are excluded according to XI. (6) of the Conditions.

(2) Tolerances: Length: ± 2.0 mm; width: ± 4.0 mm; thickness: ± 1.0 mm.

All tolerances refer to the time of delivery.

XXII. Weight of products / Value of bending / Tolerances

The instructions for the operation and maintenance calculations and are therefore not binding.

All tolerances refer to the time of delivery.