

General Terms and Conditions

A. Scope

The following terms and conditions shall be taken as a basis for all orders, sales, deliveries and services on our part. Terms and conditions of the customer that deviate from our terms and conditions shall not be valid, even if we execute orders without having expressly objected to these terms and conditions in advance. Our general terms and conditions shall be deemed accepted upon placement of the order. Written individual agreements shall not take precedence.

B. Terms and Conditions of Delivery and Sale

1. Offers, prices and conclusion of the contract

In our offers, catalogues and price lists, non-binding prices, not including the statutory VAT, shall be given. Oral subsidiary agreements and deviations from our terms and conditions require confirmation in writing. This shall also apply to a waiver of the requirement for the written form. Drawings, illustrations, dimensions, weights or other performance data, especially in prospectuses, shall only be binding if this is expressly agreed in writing. Such information shall not constitute an assurance of characteristics, even if it includes standard data, such as, for example, according to DIN.

2. Exchange

In the event of an exchange, our written consent in advance is necessary. In any case, the carbon copy of the invoice must be enclosed when goods are returned. In the event that goods are returned, Noras shall be liable neither for damage to nor for the loss of the goods.

3. Special orders

We are quite willing to execute special orders of articles that are not listed in our catalogue, to the best of our abilities. The right to exchange goods is excluded.

4. Packaging

Packaging, protection and transportation equipment shall not be returned, unless otherwise agreed in writing.

5. Delivery and place of performance

The place of performance for our services shall be our company headquarters. The delivery shall take place on a freight collect basis. If we deliver free, by arrangement, the delivery shall be insured by us. The risk shall be transferred to the buyer, as soon as the goods have been handed over to the person undertaking their transportation, or have left Noras' warehouse for shipment, regardless of whether the shipment takes place from the place of performance and who bears the freight costs. Although we endeavour to deliver the goods as quickly as possible, any delivery time information shall be non-binding. Depending on the delivery situation, partial deliveries shall be at our discretion, unless expressly indicated otherwise by the customer in the order.

6. Non-acceptance

In the event of non-acceptance of our delivery without a prior written cancellation of the order and without our prior consent, we shall charge all the freight costs incurred, plus a processing fee of 1 % of the net value of the goods, but at least □ 100.00

7. Compensation on account of non-performance

If the contract is not executed for reasons for which the buyer is responsible, the Seller may demand, as compensation, 25 % of the net value of the goods, without itemised proof, unless the buyer demonstrates that no loss has been incurred in the specific case, or that this is significantly lower than the lump sum. Noras is also entitled to calculate and assert the extent of the loss.

8. Terms of payment

When an invoice is issued, payment for our deliveries shall be due, after receipt of the invoice, on the payment deadline indicated on the offer or invoice. The payments may only be made to Noras with a debt-discharging effect. Agreements that deviate from this must be made in writing. If terms of payment are not observed or if circumstances become known that put the buyer's creditworthiness into question, or if a cheque or a bill of exchange is not cashed, all outstanding claims shall be due for payment immediately. In this case, Noras shall be entitled to discontinue further deliveries of goods immediately.

Offsetting against counterclaims shall only be permitted if we acknowledge the counterclaim or if the latter has been established as final and absolute. The customer shall waive the assertion of a right of retention arising from earlier or other transactions with us. In the event of a default in payment by the other party to the contract, we shall be entitled to charge default interest of 2 % above the respective interest rate tender of the European Central Bank (ECB). The right to prove greater or less loss due to the delay shall not be excluded by this.

9. Complaints and warranty

The provisions of the law shall apply for complaints by merchants. In other cases, obvious defects must be reported to us in writing within 14 days. Otherwise, no warranty claims may be asserted anymore. The warranty is restricted to repairs or replacement. If three attempts to remedy the defect or deliver a replacement fail, the other party to the contract shall be entitled, at its discretion, to reduction in price or a rescission of the contract. Further claims of the customer, especially claims for compensation, including a loss of profit or other economic losses of the buyer, shall be excluded. This shall not apply insofar as the cause of the loss is based on wilful intent or gross negligence or if claims for compensation on account of the absence of an assured characteristic are asserted. If the examination of the defective goods proves that the defect can be traced back to culpable behaviour of the customer, the customer shall be informed of this in writing by Noras. If the customer then insists on the defects being remedied, it must bear the costs for this. If no repair order is placed, the customer shall be charged for the costs for error detection and diagnosis. If work, repairs and/or interventions are performed by the customer or a third party without our written consent, our warranty obligation shall expire.

10. Guarantee payments

In the context of the manufacturer's guarantee, the presentation of the guarantee card shall be a condition for guarantee payments.

11. Retention of title

The delivered goods shall remain the property of Noras until the full payment and redemption of all existing and future claims arising from the business relationship, regardless of the legal basis. If the goods delivered subject to retention of title are sold by the customer or combined with other items, it shall now assign the claims arising from the sale or combination, to the value of the goods delivered subject to retention of title, with all the ancillary rights and priority over other claims; we shall accept this assignment. Pledging the goods or transferring them as security is prohibited.

12. Claim and insurance

All goods that we send freight collect shall be covered by transport insurance. In the event of damage to a consignment in transit, or in the event of an incomplete delivery, a claim must be submitted within 48 hours, enclosing a written accident report by the forwarding agent, the Bundespost or Bundesbahn, or the carrier.

13. Liability

Liability shall be limited to damages that have been caused by us or one of our vicarious agents through gross negligence or wilful intent. The limitation of liability shall affect contractual and non-contractual claims.

14. Installation

The agreed installation services shall begin after all the necessary preparatory work of other industries has been completed. This shall include, in particular, painting and flooring. The rooms must be cleared and easily accessible. Waiting periods for which we are not responsible shall be charged at the valid hourly rate per person. Unsuccessful delivery trips shall be invoiced with all the additional costs. The buyer must draw attention to the risks, such as, for example, electrical wiring, water pipes, underfloor heating or too thin walls. Fitting and levelling work shall be charged according to performance.

C. Terms and Conditions of Purchase

1. Order

Acceptances of orders must be confirmed to us by a signature on the copy of the order, within two weeks of the order date; otherwise, we shall be entitled to cancel the order. Any deviations in quality and quantity from the text and content of our order, and later amendments to the contract shall only be deemed to be agreed if we have expressly agreed to them in writing.

2. Delivery dates

The agreed delivery periods and delivery dates shall be binding. They shall begin on the date of the order. Within the delivery period or until the delivery date, the goods must be received at the receiving station indicated by us. If delays are anticipated, the supplier must inform us of this immediately, and obtain a decision from us concerning the continuation of the order. If the delivery periods or the delivery date are exceeded, we shall be entitled to cancel the order free of cost. The supplier shall exempt us from all claims for compensation by third parties on the basis of a delayed delivery. The supplier undertakes to compensate us for loss incurred by the delayed delivery. We are not obliged to accept goods before the expiry of the delivery period or the delivery date.

3. Warranty

In the event of the delivery of defective goods, the supplier shall be given the opportunity to remedy the defect or deliver a replacement. If the supplier cannot perform this, or if he does not comply with this upon request and after a grace period has been set, we shall be entitled to return the goods at the expense and risk of the supplier, and to cover our requirements elsewhere. In urgent cases, we shall be entitled, after notifying the supplier, to remedy the defect ourselves, or to have this performed by a third party. This shall apply, in particular, if we would not otherwise be in a position to observe the delivery dates or delivery periods promised by us. Any costs arising as a result of this shall be borne by the supplier.

4. Property rights of third parties

The supplier shall be liable for no patents or other property rights of third parties being infringed by its delivery and the use of the latter. It shall exempt us and our customers from all claims arising from the use and infringement of such property rights. The supplier assures that the goods are delivered free of rights of third parties, in particular that no rights can be derived by third parties from the German Trademark Act of 25th October 1998 or its respective valid version. If it emerges that the aforementioned obligations are not fulfilled, the supplier must compensate us for all losses arising from the infringement of the obligation. In particular, the supplier must take on the costs for a possible warning, as well as claims for compensation of the owner of the property right against us and claims for compensation arising from the fact that the buyer is obliged by the owner of the property right to destroy the delivered goods. In this case, the claim for compensation shall also include the lost profit.

5. Business secrets

The supplier is obliged to treat our orders and all associated commercial and technical details as a business secret, and not to make them accessible to any third parties.

D. General Provisions

1. Place of jurisdiction

If the customer or supplier is a merchant, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in Germany, Würzburg shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship, even if the place of business of the other party to the contract is located abroad.

2. Applicable law

German law shall apply to all legal relationships between the parties, to the exclusion of the provisions of the Introductory Act to the German Civil Code. In the event of a delivery and sale by us, excluding the laws on the international sale of movable goods; in the event of a purchase by us, including the laws on the international sale of movable goods.

3. Force majeure

War, civil war, export restrictions or trade restrictions, such as, for example, embargoes, due to an alteration in political relations, as well as strikes, lock-outs, operational disruptions, operating restrictions and similar events that make the fulfilment of the contract impossible or unreasonable for us, shall be deemed force majeure and exempt us from the obligation to fulfil our contractual obligation for their duration. The parties to the contract are obliged to notify one another of this, and to adapt their obligations to the altered circumstances in good faith.

4. Severability clause

In the event of the invalidity of one of the above provisions, the validity of the remaining provisions shall remain unaffected. The invalid clause shall, by mutual consent, be replaced by another that comes as close as possible to the economic intention of the invalid clause. **Note according to § 33 Federal Data Protection Act:** The personal data transferred to us shall be saved.