

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY, PAYMENT AND WARRANTY (Effective: 10/2023)



1. Scope of application

1.1 These terms and conditions apply to all our deliveries and services both online and offline. These terms and conditions also apply to all additional and follow-up orders, contract supplements and contract amendments, unless separate terms and conditions are expressly agreed.

1.2 General terms and conditions of the client, insofar as they deviate in content from the following terms and conditions and/or contain additional provisions and insofar as we do not expressly acknowledge them in writing, shall not be binding on us, even if we do not expressly object to them. If a contracting party invokes an agreement that deviates from these terms and conditions and that has not been confirmed in writing by the contracting party, the contracting party must prove this in the event of a dispute.

2. Offer

2.1 Our offers are subject to change and are non-binding. The client is bound to his order or contract for 14 days. Orders or commissions require express confirmation by us. If we execute the order or contract without reservation within 14 days after receipt of the order or contract by us, the order or contract shall thereby also be deemed accepted.

2.2 Brochures or the technical documents enclosed with our offer or the order confirmation, such as illustrations, drawings, design proposals, etc., are only approximately authoritative, unless individual details are expressly guaranteed or designated as binding. We reserve the right to make technical improvements in the design or production method.

2.3 Rights of use and ownership of offer documents (for example cost estimates, drawings, etc.) shall remain with us, unless their preparation is to be remunerated separately by the customer and this remuneration has been paid.

2.4 Offer documents may not be passed on, published or reproduced or used for any purpose other than the agreed purpose without our consent. If the client does not accept the offer, the offer documents belonging to us must be returned immediately and in full upon request.

2.5 The presentation of the products in the online shop does not constitute a legally binding offer. The purchase contract is concluded when we accept your order by means of an order confirmation in text form immediately after receipt of your order.

2.6 The products offered in the online shop are aimed exclusively at traders (B2B).

3. Prices and shipping costs

Prices quoted are net plus the value added tax valid at the time of delivery and apply to the delivery of unpacked goods from our factory in Sulzberg or from the warehouse of our factory representatives. Transport will be charged separately as an additional service. Any packaging required will be charged at cost price and will not be taken back. For orders in the online shop, the shipping costs and packaging costs will be calculated depending on the delivery date during the order process.

4. Due Date and Terms of Payment/Delay in Payment

4.1 Invoices for deliveries of goods are due for payment prior to dispatch, at the latest immediately upon performance of the service, unless otherwise agreed. Invoices which are not paid within 5 working days of the due date shall be deemed to be in default of payment without the need for a reminder.

4.2 If an agreed payment term is exceeded by 5 working days, the payment agreement shall expire and all further amounts owed shall become due for payment immediately.

4.3 We charge interest on arrears at a rate of 9% p.a. above the respective base interest rate in accordance with § 247 BGB. The assertion of a higher damage caused by default is not excluded.

4.4 If the client defaults on the payment of an instalment in the case of agreed payment by instalments, all amounts owed shall become due for payment immediately.

4.5 All payments shall be made directly to us.

4.6 Payment for orders via our online shop shall be made either by prepayment, PayPal or credit card, and for existing customers also by invoice. For first-time orders via our online shop, only the payment methods prepayment, PayPal or credit card are possible. We reserve the right to refuse certain payment methods in individual cases.

5. Set-off, right of retention, prohibition of assignment

The client may only set off or assert a right of retention against our claims if the claim he intends to set off or the claim forming the subject of the right of retention is undisputed, has been finally determined by a court of law or a court dispute conducted in this respect is ready for a decision. Insofar as retention is not permissible according to the above provision, the rights of retention regulated in §§ 369, 371 HGB are also excluded. The client may not assign his claims against us.

6. Delivery and transfer of risk

Delivery shall be made ex warehouse of our factory in Sulzberg or ex warehouse of our factory representatives. If the customer wishes the goods to be transported to a destination specified by him, he shall bear the costs and the risk of the transport. The dispatch of the goods shall also be at the risk of the customer if, by way of exception, we carry out the freight free delivery. Prior to dispatch of the goods, the principal shall bear the risk of loss, loss of possession or damage to the object of sale for which neither party is responsible if, at the request of the principal, the goods ready for dispatch are not to be delivered until a later date than that scheduled. The risk shall then pass to the principal at the end of the scheduled day of dispatch. Insurance shall only be taken out at the request of the principal and at the expense of the principal.

7. Delivery Periods

7.1 The specification of delivery periods and delivery dates is non-binding unless we expressly state otherwise.

7.2 Delivery periods shall commence after receipt by us of all documents required for processing the order. Delivery periods shall be extended by the period in which the customer is in default with the fulfilment of his essential contractual obligations or does not provide us with the documents required for the processing of the order.

7.3 In the event of force majeure and all delays for which we are not responsible, the delivery period shall be extended appropriately by the duration of the impediment to performance. This shall also apply if we are already in default and if these circumstances occur at our suppliers or their sub-suppliers. We shall inform the customer of the beginning and end of such delays as soon as possible. If the delay lasts for more than six weeks, the principal may demand a declaration from

us as to whether we withdraw from the contract. If we do not issue a statement within four weeks of receipt of the request or if we adhere to the contract, the principal shall be entitled to withdraw from the contract if the delay still continues at that time.

For orders placed via our online shop, the delivery time within Germany is usually up to 5 days. We will point out deviating delivery times abroad separately.

8. Retention of title

8.1 The delivery item shall remain our property until all our monetary claims arising from the business relationship with the principal, including ancillary claims and claims for damages, have been met in full.

8.2 The customer is entitled to dispose of the goods subject to retention of title in the ordinary course of business as long as he duly fulfils his obligations towards us. The client hereby assigns in advance all claims arising from the resale of delivery items covered by the reservation of title, together with all ancillary and security rights, including claims arising from bills of exchange and cheques, as security for all payment obligations arising from the business relationship with us.

8.3 If the value of the securities to which we are entitled exceeds the claim against the customer to be secured by more than 20%, we shall be obliged to release securities at the customer's request insofar as these securities in total exceed the claim to be secured by more than 20%.

8.4 We shall be entitled to withdraw from the contract and demand the return of the goods in the event of any breach of contract on the part of the customer, in particular in the event of default in payment.

8.5 If the customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenditure and storage costs. Further claims or rights are reserved.

9. Claims in the event of defects

9.1 If the service provided by us or the delivered item is defective, the customer shall be entitled to subsequent performance. Subsequent performance shall be effected, at our discretion, by rectification of the defect or new delivery. If the subsequent performance fails, the client may, at his discretion, either demand a reduction of the purchase price commensurate with the defect or withdraw from the contract.

9.2 The client is obliged to inspect the goods and to give notice of any defects in accordance with § 377 of the German Commercial Code (HGB). Claims for rectification, new delivery or withdrawal or reduction due to obvious defects or defects recognisable within the meaning of § 377 II of the German Commercial Code (HGB) are excluded unless the client notifies these in writing within ten days of receipt of the goods.

9.3 Any agreement on quality by our representatives must be in writing. The client is aware that corrosion phenomena may occur on the purchased item due to contact with aggressive media (e.g. liquid manure or biogas substrates); this does not constitute a defect of the product. We do not accept any warranty or liability for damage caused by the following reasons: Unsuitable or improper use, natural wear and tear, wear and tear due to above-average stress, faulty assembly or commissioning by the purchaser or third parties, faulty or negligent handling and unsuitable operating materials.

9.4 Claims for defects shall become statute-barred one year after delivery of the goods.

9.5 Claims for damages and reimbursement of expenses due to defects remain unaffected by this, unless excluded according to clause 10.

10. Liability

SUMA shall not assume any liability or warranty for personal injury, material, property, environmental and/or operational damage and/or failure in case of improper use of the product, non-observance of the operating instructions, improper transport, (dis)assembly, commissioning, operation or maintenance/repair, operation with defective safety and protective devices, installation of spare parts not approved by SUMA, unauthorised structural modifications of the product.

In the case of slightly negligent breaches of duty by us and our vicarious agents, our liability shall be limited to the foreseeable average damage typical for the contract. We shall not be liable for slightly negligent breaches of obligations that are not essential to the contract and whose breach does not jeopardise the performance of the contract. Insofar as the client is otherwise entitled to compensation for damage instead of performance due to a negligent breach of duty, our liability shall be limited to compensation for the foreseeable, typically occurring damage. The above limitations of liability do not affect claims of the client arising from product liability or in the event of fraudulent misrepresentation. Furthermore, the limitations of liability do not apply in the event of culpable injury to life, limb or health.

11. Product monitoring, cooperation in the event of a recall, duty of notification

The principal is obliged to observe the goods and to support us in the performance of any product observation obligations. The principal is obliged to support us and the enforcement authorities in the event of any necessary recall actions. For this purpose, in particular, all documents must be kept and made available which enable products to be traced back to the respective end customer/ place of manufacture. As soon as the principal has indications that a product purchased from us or manufactured by us and distributed or used by him is unsafe, he must inform us immediately.

12. Place of Fulfilment

The place of fulfilment for all obligations is Sulzberg.

13. Applicable law and place of jurisdiction

13.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods or other international conventions governing the movement of goods, unless otherwise agreed.

13.2 The exclusive place of jurisdiction for all disputes arising from the business relationship and this agreement is Kempten/Allgäu, as far as permissible.

14. Partial invalidity

Should individual provisions of these terms and conditions be wholly or partially void, ineffective or unenforceable for other factual or legal reasons, this shall not affect the validity of the remaining agreements. The parties shall replace an invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision and is valid. The same shall apply in the event of a loophole.