

# **PROVIDEE GmbH Standard Terms and Conditions for Sale and Supply**

(Juni 2020 version)

## **§ 1 Scope**

(1) The following terms apply to all the business transactions of the company PROVIDEE GmbH (hereinafter "the Seller") with our customers (hereinafter "Purchasers"). We hereby reject any terms and conditions of parties with whom we enter into contact. Deviating agreements, in particular contradictory standard terms and conditions of parties with whom we conclude contracts and subsidiary agreements, are subject to our written confirmation. Employees not authorised to represent the company have no authority to agree provisions which contradict the present terms.

## **§ 2 Quotations, orders**

(2) The Seller's quotations are not binding. Orders will only become binding on written acknowledgement or performance by the Seller. Additions, amendments and subsidiary agreements must be confirmed by the Seller in writing to have legal force.

## **§ 3 Prices, deadlines, payment**

(3) All prices are quoted net in EUROS from the Seller's store. They exclude packaging and other subsidiary costs and are subject to the addition of statutory value added tax at the rate on the day when the contract was concluded or the order was placed.

(4) Goods are supplied for payment on invoice. Invoices are payable immediately on receipt without deduction of any discount. If the Purchaser fails to take delivery of the goods on the agreed collection date, the purchase price will become due for payment at the end of that day.

(5) The Purchaser is only entitled to withhold or offset if its claim is legally final and binding or undisputed. The Purchaser is not entitled to withhold except on the basis of rights conferred by the same contract. We are entitled to enforce claims against a company which belongs to a group against other companies belonging to the same group by offsetting or withholding.

(6) If the Purchaser is in arrears with payment, the Seller is entitled to charge interest at the rate charged by its own bank for open current account credit but not less than 9% above the European Central Bank's current repo rate, plus any reminder costs. The right to claim compensation for further losses is reserved.

(7) If the Purchaser falls into arrears with payment or it otherwise becomes apparent that the Purchaser is not creditworthy, all other claims against him will immediately become due for payment. The Seller will then be entitled to revoke payment deadlines agreed and to require payment in advance or another appropriate form of security for future deliveries. The Purchaser will in particular be regarded as not creditworthy if an application for the initiation of composition or insolvency proceedings has been made or if the Seller's credit insurer has removed the

Purchaser from its list of insured customers.

(8) If payment in instalments has been agreed and if the Purchaser falls into arrears with an instalment, the remainder of the sum due will become payable immediately in full.

(9) The Seller may demand payment in advance. Objections to invoices must be submitted in writing within 8 working days of the invoice date.

## **§ 4 Call orders**

(10) In the case of contracts stipulating part deliveries (call orders) the Purchaser's obligation to purchase goods represents a cardinal contractual obligation. Two weeks after the passing of the latest date for a call for goods, the Purchaser will be regarded as in arrears with acceptance and payment without any separate reminder being required. Where at least three call deadlines have expired, the Seller may withdraw from the contract as a whole and claim damages in place of performance of the entire contract.

## **§ 5 Delivery time, passing of risk**

(11) Even if this is not expressly agreed, the Seller is entitled to make part deliveries. Deviations of +/- 10% from order volume are permissible. If performance is prevented by a circumstance for which the Seller cannot be held responsible, the delivery period will be extended by the period for which the obstacle persists. In all cases where delivery deadlines are not met, the Purchaser must first of all grant the Seller a reasonable extension of deadline by at least 12 working days.

(12) If it is agreed that the Purchaser shall collect goods, the latter must take delivery of them within four weeks of the date of the acknowledgement of order, unless otherwise agreed in writing. The Purchaser must give notice in writing of the date and time of collection and of the licence numbers of the vehicles to be used at least three working days beforehand. The Seller must acknowledge the collection date immediately in writing. If the Purchaser arrives to collect goods more than three hours before or after the agreed time, it must pay the Seller a fixed sum of €200 gross to cover the resulting additional costs. These additional costs will be incurred by the Seller for the additional employment of staff and equipment for the provision of the goods at a time other than the agreed collection time. The Purchaser is entitled to submit proof that the additional costs actually incurred were lower.

(13) If delivery/collection of the goods by the Seller or a third party is delayed as a result of circumstances for which the Purchaser can be held responsible, the latter will, from the date on which the goods are ready for dispatch, be charged the actual storage costs incurred and, in the case of storage on the supplier's premises, 10% of the invoice sum for each month or part of a month.

(14) If, as a result of a delay for which the Seller is to blame, in particular in the case of a delivery or collection date firmly agreed with the Purchaser, the Purchaser incurs a loss exceeding the storage costs mentioned in (13), the Purchaser will be entitled to claim compensation as

specified in the following. In the event of negligence compensation will be equivalent to 2.5% of the value of the part/total net order which cannot be delivered punctually as a result of the delay for each full week of delay, up to a maximum of 10%. All further claims to compensation for culpable delay are hereby excluded.

(15) After the expiry without result of an extended deadline the Seller is entitled to dispose of the goods concerned elsewhere and to supply the Purchaser subject to a reasonable extended deadline.

(16) The risk will pass to the Purchaser on handover to the carrier. This also applies if the Seller has agreed to pay for transport. If it is agreed that the Purchaser shall collect the goods, the risk will pass to the Purchaser at the agreed collection time.

(17) Goods not accepted/collected on time will be stored at the expense and risk of the Purchaser.

(18) The Seller will take back re-usable packaging materials. Disposable packaging materials will only be taken back by written agreement.

## **§ 6 Reservation of title**

(19) Until payment of all its claims against the Purchaser arising out of the business relationship has been made in full, goods supplied will remain the property of the Seller. The Seller is entitled, without setting an extended deadline and without first withdrawing from the contract, to demand that the Purchaser hand over goods subject to this reservation of title (hereinafter "reserved goods"), if the latter falls into arrears in meeting any of its obligations to the Seller under the terms of the current business relationship. Such taking back of goods will only represent withdrawal from the contract if this is expressly declared in writing. The Purchaser must bear the cost of taking back the goods concerned. The Seller is entitled, after the Purchaser has failed to respond to a warning, to sell reserved goods which it has taken back and to offset the proceeds of sale against its claim.

(20) If reserved goods are processed the Seller will acquire title to the products thereby produced. If reserved goods are processed, combined or mixed with goods owned by third parties, the Seller will acquire joint title to the products thereby produced in proportion to the respective invoice values. If reserved goods are combined or mixed with a primary item owned by the Purchaser, the Purchaser hereby assigns its title to the new item to the Seller with immediate effect.