



BACKSPEZIALITÄTEN  
SEIT 1899

## General Terms and Conditions

### of Sinnack Backspezialitäten GmbH & Co. KG (Sinnack)

#### § 1 Validity of the Conditions

1. The deliveries, services and offers of Sinnack are exclusively based on these Terms and Conditions. They shall apply without restriction unless otherwise agreed in writing.
2. We are only bound by the Buyer's general terms and conditions if we agree to them in writing. There is no need to object to their application in individual cases.
3. Our general terms and conditions of business shall also apply to all future business with the same client without the need to send them again, even if we have not expressly referred to them in an individual case.
4. Subsidiary agreements, amendments and supplements are only valid if they are confirmed by us in writing. The same applies to the assurance of properties.

#### § 2 Prices

1. The prices are net prices in € and do not include the statutory value added tax. Unless otherwise agreed, they shall apply ex works.
2. If the agreed payment deadline is exceeded, customary bank interest on arrears will be charged even without a reminder.

#### § 3 Delivery and service time

1. The dates and deadlines stated by us are non-binding unless expressly agreed otherwise in writing.
2. The agreed delivery period shall not commence until all documents, approvals and releases to be obtained by the Buyer have been received. The delivery period shall be deemed to have been met if the goods have left our works before the end of the period or if notification has been given that the goods are ready for dispatch. We shall also be entitled to make partial deliveries and render partial services insofar as the purpose of the contract is not jeopardised thereby. The obligation to deliver and delivery periods shall be suspended if the buyer is in arrears with a payment arising from the business relationship or is in arrears for other reasons.
3. We shall not be responsible for delays in delivery and service due to force majeure and due to events that make delivery significantly more difficult or impossible for us - this also includes subsequently occurring raw material or operating material defects, operational disruptions, strikes or lockouts, official orders, etc., even if they occur at our suppliers or sub-suppliers - also in the case of deadlines and dates that have been agreed as binding. Such events entitle us to postpone the delivery or service for the duration of the impediment, plus a reasonable start-up period, or to withdraw from the contract in whole or in part due to the part not yet fulfilled.

4. The customer may only claim damages for non-fulfilment if we have caused the damage intentionally or through gross negligence. Extended liability according to § 287 of the German Civil Code (BGB) is excluded.

#### **§ 4 Transfer of risk**

1. The risk shall pass to the customer as soon as the delivery has been handed over to the person carrying out the transport or has left our company for the purpose of dispatch. If dispatch becomes impossible through no fault of our own, the risk shall pass to the customer upon notification of readiness for dispatch. Insofar as Sinnack bears the transport risk, the Buyer must immediately claim any transport damage from the transporter and have it confirmed by said transporter. Certificates/damage reports are to be sent to Sinnack without delay.

#### **§ 5 Retention of ownership**

1. The goods delivered by us remain our property until all invoices have been settled. The Customer is entitled to resell the goods in the ordinary course of business. The Customer hereby assigns the receivables resulting from the resale to Sinnack.

#### **§ 6 Payment**

1. Unless otherwise agreed, invoices are payable 30 days after invoicing without deduction.
2. We shall be entitled, despite any provision of the customer to the contrary, to credit payments first to the customer's older debts. If costs and interest have already been incurred, we shall be entitled to credit the payments first to the costs, then to the interest and finally to the main payment.

#### **§ 7 Legal venue**

1. The place of jurisdiction for both parties is Bocholt.