

## acm europe GmbH - General Terms and Conditions

### Preamble / General

The following terms and conditions apply to all contracts, deliveries and other services provided by acm europe GmbH, Mitteltal 29, D-79252 Stegen. Please note that different terms and conditions apply to commercial customers and to consumers. Our offers are not binding and liable to change without notice. We reserve the right to alter the colour and design of articles and to make technical improvements. Our General Terms and Conditions can be downloaded for printing from <http://www.my-acm.eu>. All merchandise remains the property of acm europe GmbH until it has been fully paid for.

### Commercial customers

Commercial customers are persons, companies or partnerships entering into contracts in the course of their trade or independent commercial activity.

### Section 1 Delivery and Payment

(1) acm europe GmbH supplies commercial customers against invoice. Invoiced amounts are due within 7 days. Depending on the order quantity and any customer specifications 50% of the invoice amount is due when the order is confirmed. Postage and packing will be invoiced with the order confirmation.

(2) Delivery will be made as stated on the order confirmation.

(3) If payment is not made on time acm europe GmbH will charge penalty interest of 8% above the basic rate, unless acm europe GmbH can provide evidence of a higher rate of interest.

### Section 2 Transfer of risk and guarantee

(1) Risk is transferred to the customer as soon as acm europe GmbH or its suppliers have delivered the consignment to the freight forwarder or the consignment has left acm europe GmbH's warehouse for dispatch. If dispatch becomes impossible through no fault of acm europe GmbH, risk is transferred when the customer is notified that the consignment is ready for dispatch.

(2) Delivery is deemed to have been made if the customer refuses to accept delivery.

(3) The statutory guarantee period applicable to commercial transactions is one year, and during this time ecm europe GmbH is entitled to repair the product or replace it free of charge as it sees fit. For merchandise produced to customer specifications the customer is only entitled to demand repair or replacement by goods of equal value without the customer specifications.

**Section 3 Concluding terms**

(1) Only our General Terms and Conditions apply; we therefore explicitly reject any differing terms in the General Terms and Conditions of our customers.

(2) If any provision of these General Terms and Conditions is invalid the whole provision is invalid. Statutory regulations then apply in place of the invalid provision. Other terms and conditions remain unaffected by this invalidity to the extent that they are separable from the invalid provision; they therefore remain valid.

(3) German law applies and excludes UN commercial law (CISG). Place of fulfilment and jurisdiction is 79098 Freiburg.

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