

Sale related general terms and conditions yuki GmbH
- GTC, Version January 2021 -

§ 1 Scope

§1.1 These sales conditions apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB. Terms and conditions that contradict or deviate from our sales conditions are only recognized if expressly agreed to in writing.

§1.2 These conditions of sale apply to all future business with the customer insofar as they are legal transactions of a related nature.

§1.3 Individual agreements made with the buyer on a case-by-case basis (including side agreements, additions, and changes) always take precedence over these conditions of sale. A written contract or our written confirmation is authoritative for the content of such agreements, subject to proof to the contrary.

§1.4 These terms and conditions may be adjusted by yuki GmbH at any time. If possible, the supplier will be informed separately in a suitable manner about important adjustments. The current version of the terms and conditions can be viewed on the following website: [AGB's | yuki \(yuki-gmbh.com\)](https://www.yuki-gmbh.com)

§ 2 Offer and conclusion of contract

If an order is considered a legal offer in accordance with § 145 BGB, the offer is considered valid and we may accept it within two weeks.

§ 3 Documents provided

We reserve property rights and copyrights to all documents provided to the customer in connection with the placing of the order - also in electronic form - such as calculations, drawings etc. These documents may not be made accessible to third parties without our express written consent. If we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

§ 4 Prices and payment

§4.1 Unless otherwise agreed in writing, our prices are "ex-works prices" excluding packaging and VAT at the currently applicable rate must be added. Packaging costs will be charged separately.

§4.2 Payment of the purchase price has to be made exclusively to the account named overleaf. The deduction of a discount is only permitted with a special written agreement.

§4.3 Unless otherwise agreed, the purchase price must be paid within 14 days of delivery. Interest on arrears will be charged at 8% above the respective base rate p.a. calculated. The assertion of a higher damage caused by default remains reserved.

§4.4 Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and sales costs for deliveries made 3 months or later after the conclusion of the contract.

§ 5 Right of retention

The customer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

§ 6 Delivery time

§6.1 The start of the delivery time specified by us presupposes the timely and proper fulfillment of the customer's obligations. The exception of the unfulfilled contract remains reserved.

§6.2 If the customer is in default of acceptance or if he culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage we incur in this respect, including any additional expenses. We reserve the right to make further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item is transferred to the customer at the point in time at which the customer is in default of acceptance or default.

§6.3 Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 Transfer of risk upon dispatch

If the goods are sent to the customer at the request of the customer, the risk of accidental loss or accidental deterioration of the goods passes to the customer when they are sent to the customer, at the latest when they leave the factory / warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

§ 8 Retention of title

§8.1 We reserve title to the delivered item until all claims from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to them. We are entitled to take back the purchased item if the customer breaches the contract.

§8.2 The customer is obliged, as long as ownership has not yet passed to him, to treat the purchased item with care. In particular, he is obliged to adequately insure the goods at replacement value at his own expense against theft, fire and water damage (note: only permitted when selling high-quality goods). If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. If ownership has not yet passed, the customer must notify us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer is liable for the loss we incur.

§ 9 Warranty and complaints as well as recourse / manufacturer recourse

§9.1 The purchaser's warranty rights require that he has duly complied with his inspection and complaint obligations under § 377 HGB.

§9.2 Claims based on defects become statute-barred 12 months after delivery of the goods we have delivered to our customer. The statutory limitation period applies to claims for damages in the event of willful intent and gross negligence as well as injury to life, limb and health based on an intentional or negligent breach of duty by the user. Insofar as the law stipulates longer periods in accordance with Section 438 (1) No. 2 BGB (buildings and items for buildings), Section 445 b BGB (right of recourse) and Section 634a (1) BGB (construction defects), these periods apply. Prior to returning the goods our permit is to be requested.

§9.3 If, despite all due care, the delivered goods show a defect that already existed at the time of the transfer of risk, we will, subject to timely notification of defects, repair the goods or deliver replacement goods at our option. We must always be given the opportunity to provide supplementary performance within a reasonable period. Recourse claims remain unaffected by the above regulation without restriction.

§9.4 If the supplementary performance fails, the customer can - regardless of any claims for damages - withdraw from the contract or reduce the remuneration.

§9.5 Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear, as well as in the case of damage that is unsuitable after the transfer of risk as a result of incorrect or negligent treatment, excessive use, unsuitable operating resources, defective construction work Building ground or due to special external influences that are not required by the contract. If improper repair work or changes are carried out by the customer or a third party, there are no claims for defects for this or the consequences thereof.

§9.6 Claims by the customer due to the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the goods delivered by us have subsequently been moved to a location other than the customer's branch unless the shipment corresponds to its intended use.

§ 10 Miscellaneous

§10.1 This contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

§10.2 Place of fulfillment and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.

§10.3 All agreements that are made between the parties for the purpose of executing this contract are set out in writing in this contract.