

## **Terms of Service**

### **I. GENERAL**

FASANA GmbH delivers exclusively based on the following general terms and conditions. The buyer's terms and conditions of business and purchase only apply if FASANA GmbH has expressly agreed to them in writing.

### **II. TERMS OF PAYMENT**

The purchase price is due net cash within 30 days of the invoice date at the latest. If payment terms are exceeded, interest of 9% above the current base interest rate of the European Central Bank will be charged, subject to the right to assert further damage caused by delay. If FASANA GmbH accepts checks as payment, this is only done on account of payment subject to encashment and charging the collection and discount charges; the passing on does not count as acceptance of fulfilment.

### **III. RESERVATION OF TITLE**

1. All goods delivered by us remain our property until all outstanding liabilities from the purchase contract and the ongoing business relationship have been paid in full.
2. Until revoked, the buyer is authorized to resell the goods subject to retention of title in the ordinary course of business. In the event of the sale of the delivered goods, the buyer hereby assigns his claim from the resale against his customer with all ancillary rights to FASANA GmbH as security. FASANA GmbH accepts the assignment. The buyer is entitled to collect the assigned claims until revoked. FASANA GmbH will not revoke the buyer's authorization to resell the goods and to collect the assigned claims as long as the buyer meets his payment obligations towards us and no application has been made to open insolvency proceedings against the buyer's assets or a bailiff's record of the distance between deposits is available, also if the bailiff has been commissioned by a third party.
3. At the request of the buyer, FASANA GmbH releases the securities to which it is entitled according to the above paragraphs at its discretion, provided the realizable value of the securities exceeds the claims to be secured by more than 20%.

### **IV. DEFAULT IN ACCEPTANCE**

If the buyer refuses acceptance after a reasonable grace period set for him or expressly declares beforehand that he does not want to accept, FASANA GmbH can withdraw from the contract and demand compensation for non-performance. FASANA GmbH can claim 15% of the purchase price without deduction as damages for non-performance, unless the buyer can prove that no damage has occurred at all or that it is significantly lower than the flat rate. For the rest, the assertion of a higher damage remains reserved. As soon as the buyer is in default of acceptance, the goods will be stored at the risk and expense of the buyer.

### **V. PASSING OF RISK**

The risk of accidental loss and deterioration of the purchased item is transferred to the buyer when the goods are handed over to the forwarding agent, carrier or other person responsible for conducting the shipment. This also applies if FASANA GmbH delivers free destination with its own or third-party vehicles.

## **VI. RESIGNATION**

FASANA GmbH is granted the right to withdraw from the contract in the event of force majeure, strike, lockout, IT failure, fire or similar. A claim for damages by the buyer is then excluded. FASANA GmbH is also granted a right of withdrawal if, after the conclusion of the contract, insolvency proceedings were opened against the buyer's assets or if a bailiff's record of the distance between deposits is available, or if the buyer has provided incorrect information about himself or about the facts on which his creditworthiness is based. FASANA GmbH's statutory rights of withdrawal remain unaffected. In the event of withdrawal, FASANA GmbH is entitled to take back the purchased item at the expense of the buyer. Goods taken back in saleable condition will be credited at the delivery price, unless the buyer can prove that no damage has occurred. Further Claims for damages remain reserved.

## **VII. WARRANTY**

As a guarantee, the buyer can initially only claim the delivery of a replacement item. The buyer can withdraw from the contract in accordance with the statutory provisions or demand a price reduction (reduction) if FASANA GmbH refuses to make a replacement delivery, does not provide the replacement within the reasonable period set by the buyer or setting a period is unnecessary in accordance with the statutory provisions. The buyer's statutory inspection and notification obligations (§ 377 HGB) remain unaffected. Defects must report to FASANA GmbH in writing immediately after discovery. Warranty claims expire after 12 months from handover. The buyer is only entitled to set-off or retention rights as far as his claim is undisputed or has been legally established.

## **VIII. PLACE OF PERFORMANCE, JURISDICTION, FINAL PROVISIONS**

1. The place of performance for all mutual claims is the registered office of FASANA GmbH in Euskirchen-Stotzheim, the place of authority is Euskirchen.
2. This contract is subject to German law to the exclusion of private international law and the UN Sales Convention.
3. Additional or deviating agreements must be in writing, this also applies to the cancellation or amendment of this written form clause.
4. Should an agreement of the "General Terms and Conditions" of this contract contradict the legal provisions, the validity of the other contractual provisions shall not be affected.

**Euskirchen-Stotzheim, 02.01.2022**