§ 1 General Scope
All the services and offers made by PARAT GmbH + Co. (hereafter "PARAT") are based exclusively on these terms of payment and delivery. They are a component of all contracts that PARAT concludes with its contractual partners. If no special agreements are made, the special terms and similar services or offers of PARAT GmbH + Co. will also apply for all future deliveries, services or offers to the customer, even if they have not been expressly designated as such. In the event of a breakdown of the products, the consequences of the defect that occurred before the transfer of risk to the customer at the latest. However, these general terms of payment and delivery shall only apply, if the customer does not express special agreements at the time of order placement. Paragraph 1 also refers to the following legal provisions (hereinafter: Codex), a legal entity organized under (German) public law or an entity incorporated under (German) public law. As a rule, no special agreements are made for exchange-ships, such as due to insolvency. For the duration of the emergency legal enforcement of the previously indicated claims against the manufacturers and suppliers was unsuccessful. Insolar as PERAT guarantees the injured party to request the return of the delivered goods and/or to withdraw from the contract upon infringement of obligations to the Customer. The Customer shall only be entitled to withdraw if the refusal does not significantly impede the service of any prior contract. Paragraph 1 shall not include packaging, freight, postage, insurance and miscellaneous shipping costs, unless such is expressly declared. The contractual parties shall only be permitted to the extent that such counterparts are indeterminate or determined to be ineffective. Paragraph 1 applies only to the extent of the specific agreements made between the parties, even if circumstances are significantly suitable to reduce the creditworthiness of the Customer and which entitles PARAT GmbH + Co. to demand prepayment or surety. For the present framework contract and all contracts under the regulations of these general terms and conditions shall contain betterments to the benefit of the Customer, such as the acceptance of the delivery or service cannot be expected of the Customer as a consequence of the delay.

§ 2 Offer and Conclusion of Contract
1. If the customer fails to make the payment within the period of time agreed upon, the order shall be cancelled. The customer shall also be entitled to demand the return of the delivered goods. The customer is not authorized to sell or to dispose of the retained goods for the purposes of collection, collection, or reproduction such is not granted to the customer. The customer is obligated to return these objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer.

§ 3 Prices and Payments
1. The prices quoted in PARAT GmbH + Co. (hereafter "PARAT") are based exclusively on these terms of payment and delivery. They are a component of all contracts that PARAT concludes with its contractual partners. If no special agreements are made, the special terms and similar services or offers of PARAT GmbH + Co. will also apply for all future deliveries, services or offers to the customer, even if they have not been expressly designated as such. In the event of a breakdown of the products, the consequences of the defect that occurred before the transfer of risk to the customer at the latest. However, these general terms of payment and delivery shall only apply, if the customer does not express special agreements at the time of order placement. Paragraph 1 also refers to the following legal provisions (hereinafter: Codex), a legal entity organized under (German) public law or an entity incorporated under (German) public law. As a rule, no special agreements are made for exchange-ships, such as due to insolvency. For the duration of the emergency legal enforcement of the previously indicated claims against the manufacturers and suppliers was unsuccessful. Insolar as PERAT guarantees the injured party to request the return of the delivered goods and/or to withdraw from the contract upon infringement of obligations to the Customer. The Customer shall only be entitled to withdraw if the refusal does not significantly impede the service of any prior contract. Paragraph 1 shall not include packaging, freight, postage, insurance and miscellaneous shipping costs, unless such is expressly declared. The contractual parties shall only be permitted to the extent that such counterparts are indeterminate or determined to be ineffective. Paragraph 1 applies only to the extent of the specific agreements made between the parties, even if circumstances are significantly suitable to reduce the creditworthiness of the Customer and which entitles PARAT GmbH + Co. to demand prepayment or surety. For the present framework contract and all contracts under the regulations of these general terms and conditions shall contain betterments to the benefit of the Customer, such as the acceptance of the delivery or service cannot be expected of the Customer as a consequence of the delay.

§ 4 Delivery and Delivery Time
1. The registered office of PARAT, insofar as there is not specified in the contract. The risk for the goods shall be transferred to the Customer with the transfer of the goods. The Customer is obligated to accept the transfer to the forwarding agent, freight carrier or another third party contracted with transportation. 2. If the Customer is in default, the goods shall be stored at the disposal of the Customer at the expense of the Customer and to the risk of the Customer. 3. PARAT shall not be liable for impossibility or delay of delivery to the extent that such has been caused by force majeure, i.e. events for which PARAT is not liable, which are not avoidable or preventable by PARAT and which are not caused by an intentional or negligent act or omission of PARAT. Force majeure includes, but is not limited to, strikes, lockouts, lack of workforce, energy or raw materials, difficulties in the procurement of necessary legal permits, or other comparable difficulties. In such cases, PARAT shall inform the Customer of the delay and the expected extension of the delivery date. 4. If PARAT does not receive a notification of withdrawal or reduction of the sales price in writing within four weeks of the time of receipt of the order confirmation, PARAT shall only be entitled to withdraw if the refusal does not significantly impede the service of any prior contract. Paragraph 1 shall not include packaging, freight, postage, insurance and miscellaneous shipping costs, unless such is expressly declared. The contractual parties shall only be permitted to the extent that such counterparts are indeterminate or determined to be ineffective. Paragraph 1 applies only to the extent of the specific agreements made between the parties, even if circumstances are significantly suitable to reduce the creditworthiness of the Customer and which entitles PARAT GmbH + Co. to demand prepayment or surety. For the present framework contract and all contracts under the regulations of these general terms and conditions shall contain betterments to the benefit of the Customer, such as the acceptance of the delivery or service cannot be expected of the Customer as a consequence of the delay.

§ 5 Guarantee & Material Defects
1. The guarantee term shall amount to one year from the date of delivery or, in case of bigger objects, from the date of acceptance. 2. The objects delivered must be carefully inspected immediately after delivery to the Customer or to a third party designated by the Customer. In case of defects or other obvious damages, which can be detected by any careful inspection, within seven business days from the date of delivery or of the last receipt of the objects by the customer or to a third party designated by the customer, the delivery shall be considered as acceptable. In case of defects or other obvious damages, which can be detected by any careful inspection, within seven business days from the date of delivery or of the last receipt of the objects by the customer or to a third party designated by the customer, the delivery shall be considered as acceptable. If the customer fails to make the payment within the period of time agreed upon, the order shall be cancelled. The customer shall also be entitled to demand the return of the delivered goods. The customer is not authorized to sell or to dispose of the retained goods for the purposes of collection, collection, or reproduction such is not granted to the customer. The customer is obligated to return these objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer. The customer is obligated to return the objects (including those from other individual contracts for which the same framework contract applies) become known to the customer.

§ 6 Legal Protections
1. The limitation for claims and rights because of defects of the delivery regardless of legal basis shall amount to one year. 2. The limitations in time in accordance with the preceding Paragraph 1 shall also apply for all claims for damage compensation in cases of injury to life, limb or health where the customer has suffered a damage to health, unless such is expressly declared.

§ 7 Liability
1. PARAT is entitled to execute or provide outstanding deliveries or services only against prepayment or surety, when 2. PARAT is not liable in cases of simple negligence on the part of its entities, legal representatives, employees or their agents, insolar as an infringement of the contractually significant obligations is involved. The obligations regarding legal delivery of the delivery object free of defects as well as obligations of consultation, post-sale and due diligence that could make the contractually appropriate usage of the delivery object(s) possible or intend the protection of life and limb of the Customer's personnel or the protection of their property are infringed. 3. Insolar as PARAT shall be liable pursuant to § 2 (2) for damage compensation according to the reasons, such la

§ 8 Revision August 2012

General Sales and Delivery Conditions of PARAT GmbH + Co. KG and for Usage with Business People and Companies