

(As of August 2018)

I. General

1. For the entire business relationship between Patrick Neff and the buyer, including the future ones, will only be considered General Conditions of Sale and Delivery (the most recent version). other Terms of purchase or other terms and conditions the buyer is hereby contradicted. They are not applied. Patrick Neff is entitled to their General Sales, and Terms of Delivery Status: August / 2018 with effect for the future entire business relationship with the buyer for a corresponding Change message.
2. There is one between the buyer and Patrick Neff Framework agreement, these General Sales and Marketing Conditions apply Delivery conditions for both this framework agreement and for the single order.

II. Conclusion of the contract

1. Offers by Patrick Neff are non-binding. The documents belonging to the offer, such as illustrations, Drawings, weights and measurements are approximate only, unless expressly declared as binding, remain this property of Patrick Neff.
2. Orders of the buyer are binding for him. Unless otherwise confirmed in writing by Patrick Neff, the following applies the delivery or invoice as an order confirmation.
3. If the buyer is a merchant, is responsible for the content of orders and Agreements exclusively the written confirmation of Patrick Neff relevant, unless the buyer immediately in writing contradicts. This is especially true for oral or telephone Orders and agreements. In any case, a communication to Patrick Neff is no longer immediate if she has not received Patrick Neff within seven days.

III. Delivery date, scope of delivery, delivery delay

1. Delivery dates and deadlines are only approximate, if not Patrick Neff a written commitment explicitly as binding has delivered. Failure to clarify in detail all the details of the Order by the buyer as well as the non-timely rendering of all Advance payments of the buyer extend the delivery dates accordingly. Delivery dates are deemed to have been adhered to with notification of readiness for dispatch.
2. Patrick Neff is entitled to partial deliveries, as far as these are not fall below the reasonable minimum.
3. The buyer has to check the delivery note and to acknowledge it. any Objections are in writing to Patrick Neff immediately display. Otherwise, the acknowledged delivery quantity is considered as accepted.
4. For delivery delays due to malfunction, official Measures, absence of supplies to Patrick Neff or force majeure, the delivery period is extended appropriately. higher Violence also exists in industrial action including strikes and lawful lockouts at Patrick Neff's operation or at the suppliers of Patrick Neff. Claims of Buyer for damages are in these cases within the limits of Section VII (General limitation of liability) excluded.

5. Arises to the buyer by a debt of Patrick Neff
Delayed delivery damage, the buyer can this to the exclusion
further compensation claims of 0.5% for each week of
Delayed, but not exceeding 5% of the value of the affected
Part of the total delivery requires replacement. In case of delivery delay
the buyer can after setting a reasonable grace period and with the
expressly declare that, on the expiry of that period, he will accept the
Refuse performance, withdraw from the contract if the benefit is not
within the grace period. Further claims in case of delay in delivery,
in particular claims for damages, are in accordance with the
Regulations of Section VII (General Limitation of Liability)
locked out.

IV. Prices, terms of payment

1. Prices include VAT, Freight, Customs, Postage, Packaging,
Insurance and other expenses are not included. Decisive for the
Calculation of brand new machines are valid on the day of delivery
Prices. The packaging will be charged at cost price; your
Return is excluded.
2. In the absence of special agreements, invoices are immediately without deduction
due for payment.
3. If the buyer is in default of payment, the seller is entitled to
To demand default interest of 10% above the base rate. The
Assertion of a specific damage caused by delay remains reserved.
4. Set-off rights are the buyer after completed acceptance / commissioning only if his
Counterclaims legally established, undisputed or recognized by Patrick Neff.

V. Risk of ownership, acceptance

1. The risk is with the beginning of the loading or dispatch of the
Delivery item to the buyer, even if
Partial deliveries are made or Patrick Neff still others
Services, eg B. the shipping or delivery and installation
and or
Commissioning has taken over. As far as the delivery item
must be accepted, is the acceptance for the transfer of risk
prevail. The acceptance must take place immediately on the date of acceptance,
alternatively, after the supplier's notification of readiness for acceptance
be carried out and may not by mere presence of a
material defect can not be denied by the buyer.
2. If the dispatch or the acceptance is delayed for reasons for which Patrick Neff is not
responsible, the risk shall be from the day of
Notification of shipping or acceptance readiness for the buyer.

VI. Warranty, notice of defects

1. For defects of delivery Patrick Neff is liable under exclusion
further claims as follows:
 - 1.1 The warranty periods for new products are private
Use (sale of consumer goods, § 474 BGB) from passing of risk 24
Months, for commercial and / or professional use 12 months.
 - 1.2. For used products, the warranty period is from
Transfer of risk for private use (purchase of consumer goods, § 474
BGB) 12 months, for commercial and / or professional use
the warranty excluded. Used machines will be
delivered with the remaining accessories in the state, in
which they are at contract conclusion. Any liability for open
or hidden defects is also excluded if the

Machine has not been previously visited by the buyer, unless Patrick Neff would have known the buyer known defects intentionally or grossly negligent.

1.3 The limitation of warranty is excluded according to § 309 No. 7a except for damages to body and health and for other damages only with simple negligence.

2. The provisions of paragraph 1 do not apply to guaranteed Characteristics or in the event of culpable violation of the contract Obligations. Such claims of the buyer as well as claims because

Damage not caused to the delivery item itself, be in accordance with the provisions of Section VII (General Limitation of liability) to the extent permitted by law locked out. Will be improved as part of the warranty or redelivered, this does not trigger a new beginning of the warranty period out.

3. Properties are only warranted if expressly stated as such in the contract are designated. Oral information and information in the Documents by Patrick Neff contain no assurances.

Samples, Patrick Neff, dimensions, DIN specifications, Specifications and other information about the condition of the delivery item serve the specification and are not assured properties. As far as Patrick Neff's too

This is guaranteed by the use of materials that are contractually specified only the conformity with the specification and not the suitability materials for the contractual purpose. For clues, Patrick Neff is only committed to their apparent inappropriateness.

4. Damage caused by external influence, improper installation and Treatment, inadequate operation or maintenance, corrosion or ordinary wear and tear are caused by the warranty except. The warranty extends in the latter case especially not on the wear of wearing parts.

Wear parts are all rotating parts, all drive parts and Tools. When selling a machine are these Warranty regulations use in single-shift operation based.

5. The buyer is obliged to deliver the delivered goods immediately upon receipt duly investigate at his expense and any deficiencies, False deliveries, obviously not approved Wrong shipments or shortfalls, Patrick Neff opposite immediately in writing. The ad excludes the ad until commissioning or acceptance report. Hidden defects must be reported in writing to Patrick Neff immediately after discovery.

For the rest, §§ 377.378 HGB remain on both sides Trading business untouched among merchants.

6. Any quality defects of a partial delivery do not entitle to Rejection of the remainder of the completed quantity, unless the Buyer can prove that the acceptance of only part of the delivery considering the circumstances unreasonable for him.

7. If the buyer detects a defect, he may not the delivery item change, process or give to third parties, but has Patrick Neff sufficient time and opportunity to give himself

to convince of the defect and if necessary the required Subsequent performance (repair or replacement); otherwise, all claims for defects will be canceled. Only in urgent cases Danger to the operational safety and / or to the defense disproportionately big damage, Patrick Neff immediately too the buyer has the right to the defect itself or by third parties and by Patrick Neff replacement to demand the necessary expenses. Independent of The existence of a defect also invalidates the warranty claims

then, if without the permission of Patrick Neff part
the buyer or a third party modification or repair work
be made.

8. Transport damage must be reported to the seller immediately. The
necessary formalities, the buyer has to settle with the carrier,
in particular, all the necessary findings to safeguard
Recourse to third parties. As far as commercially available
Breakage, shrinkage or the like can remain within reasonable limits
this is not objectionable.

9. In the case of justified complaint, Patrick Neff will choose to remedy defective goods or
replacement.

Multiple repairs are permitted.

10. In case of defect removal, Patrick Neff
committed to all necessary for the purpose of remedying the defect
Expenses in particular transport, travel, labor, and
To bear material costs as far as they are not increased by
that the purchased object to a place other than the place of performance
was brought.

11. Let Patrick Neff do an appropriate job
Grace period for supplementary performance within the meaning of § 439 BGB,
without remedy the defect or supply replacement or give it one
Repair or replacement delivery is impossible, fails or
refused by Patrick Neff for any other reason,
is the buyer, who is not a consumer, to the exclusion of all
other claims concerning the delivery item only the
Right to rescind the contract or the purchase price
reduce.

VII. General limitation of liability

1. If the delivery item is due to fault of Patrick Neff due to failure or incorrect advice before or
after conclusion of the contract or breach of other contractual
Secondary duties (eg operating or maintenance instructions) of
Buyer can not be used in accordance with the contract, so shall apply
Provisions of Sections VI and VII.2 accordingly, more extensive
Claims of the buyer are excluded.

2. For damage not caused to the delivery item itself
are liable, Patrick Neff - for which legal reasons
always - only

- at will,

- in the case of gross negligence of the owner (s) or senior executive
Employee,

- culpable injury to life, body, health,

- in the case of defects he fraudulently concealed or their absence
he has guaranteed

- in case of defects of the delivery item, as far as after
Product liability law for personal injury or property damage to private
used objects.

In the event of culpable violation of essential contractual obligations, Patrick Neff is not liable for
gross negligence

Employee and slight negligence, in the latter case limited
in the contractually reasonable, reasonably foreseeable manner
Damage; further claims are excluded.

VIII. Retention of title, collateral

1. Patrick Neff retains ownership of the
Delivery item until receipt of all payments from the
Delivery contract. In case of breach of contract by the buyer,
especially in case of late payment, as well as when applying for

The opening of insolvency proceedings is Patrick Neff zur
Return of the delivery item after reminder justified and
the buyer is obliged to surrender. In seizure or
Other interventions by third parties have the buyer Patrick Neff
to notify in writing immediately.

2. Patrick Neff is entitled to the delivery item
Cost of the buyer against theft, breakage, fire, water and
other damage to be insured, unless the buyer himself
Insurance has been proven.

3. The buyer is entitled to the delivery item in the ordinary
Resell business. However, he already assigns to Patrick Neff all the claims that come from the
Resale against the customer or against third parties
regardless of whether the reserved goods without or
is resold after processing. To confiscate this
Claims the buyer is authorized even after the assignment. The
Authority of Patrick Neff, the claims themselves
to collect, remains unaffected; However, Patrick Neff agrees not to collect the claims as long as
the
Buyer duly fulfills his payment obligations.
Patrick Neff may demand that the buyer give him the
assigned claims and their debtors announces all
information required for collection, the related
Handing over documents and informing the debtors of the assignment.
If the delivery item is resold together with other goods that are not owned by Patrick Neff, the
claim shall apply
of the buyer against the buyer in the amount of the delivery price agreed between Patrick Neff and
the buyer as assigned.

4. The processing or transformation of reserved property shall be carried out by the
Buyers always made for Patrick Neff. Will the
Reservation matter with other non Patrick Neff belonging.

If processed or inseparably mixed, Patrick Neff acquires co-ownership of the new object in
proportion
the value of the reserved object to the other processed or
mixed objects at the time of processing or
Mixing. Become goods by Patrick Neff with others
movable objects connected to a single thing
or inseparably mixed and is the other thing as the main thing
It shall be deemed agreed that the buyer assigns pro rata co-ownership to Patrick Neff, as far as
the main
belongs to him. The buyer holds the property or co-ownership for
Patrick Neff. For those by the processing, transformation or
Connection as well as mixing arising thing applies otherwise
Same as for the reserved goods.

5. For the proper fulfillment of the liabilities of the buyer
Patrick Neff is entitled to appropriate collateral
demand. Patrick Neff is committed to his due
To release securities as far as their value is to be secured
Claims that have not yet been settled by more than 20%
exceeds.

IX. Performance obligation, impossibility and non-performance

1. The delivery obligation and the delivery period of Patrick Neff
subject to the reservation of proper, complete and
timely self-delivery.
2. If Patrick Neff the entire performance before passing of risk
due to a circumstance attributable to Patrick Neff
becomes impossible, the buyer can withdraw from the contract.

In case of partial impossibility or partial inability applies the above regulation only for the relevant part. The buyer In this case, however, he can withdraw from the general contract if he to prove legitimate interest in the refusal of the partial delivery can.

Further claims of the buyer, in particular claims Compensation, in accordance with the provisions of the Sections VI and VII excluded.

3. If the impossibility occurs during the acceptance delay or by The fault of the buyer, so he remains committed to fulfillment.
4. After resignation of Patrick Neff from the contract or after her Deadline with refusal threat is Patrick Neff entitled to freely use returned goods.

X. Place of Performance, Jurisdiction, Applicable Law

1. Unless otherwise agreed in the contract, the place of performance for the payment and delivery of goods the headquarters of Patrick Neff.
2. If the buyer, merchant, a legal entity of the public Right or a public special fund is, is the Place of business of Patrick Neff Place of jurisdiction for all Litigation, also in the context of a bill of exchange or Check process; Lawsuits against Patrick Neff can only be there be made pending.
3. It is exclusively the law of the Federal Republic of Germany apply to the exclusion of international private law, the unified international law and to the exclusion of the UN Sale of Goods.

XI. Legal validity, data protection

1. Should any of the provisions of these General Sales and Distribution Delivery conditions are or become ineffective, this affects the Effectiveness of the contract otherwise not. It is in their place the legal regulation. In no case will the relevant provision be included in these General Conditions of Sale and Delivery Terms and conditions of the buyer replaced.
- 2 Any changes or additions to the contract need to be made Effectiveness of the written confirmation by Patrick Neff; this also applies to a deviation from the contractual one Written form requirement itself.
- 3 legally relevant declarations of intent such as dismissals, Declarations of resignation, request for reduction of purchase price or Damages are only effective if made in writing.
- 4th Patrick Neff is entitled, in connection with the Store data obtained about the buyer.

