

NSG NAKAGAWA + SAUER & CO. GMBH



- Glasfaser
- Metallfaser
- Resonatoren
- Einzellösungen
- Komplettkomponenten

General Terms and Conditions of Sale of NSG NAKAGAWA + SAUER & CO. GmbH

date: 2021/01

§1 - General - Scope of application

- (1) Our Terms and Conditions of Sale shall apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we make delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale. Individual agreements made with the customer in individual cases (including subsidiary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- (2) These Terms and Conditions of Sale shall also apply to all future transactions with the customer, insofar as they are legal transactions of a related nature.
- (3) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.

§2 - Offer - offer documents

- (1) If the order is to be qualified as an offer according to Section 145 of the German Civil Code(BGB), we may accept it within two weeks.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are designated as "confidential". The customer must obtain our express written consent before passing them on to third parties.

§3 - Prices - Terms of payment

- (1) Unless otherwise stated in the order confirmation, our prices are "ex works", excluding packaging; this will be invoiced separately.
- (2) The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

Anschrift
Staxstraße 1
D-74921 Helmstadt-Bargen
Tel.: +49 6268 928956-0
Fax: +49 6268 928956-11

Geschäftsführer
Yukihiro Nakagawa
Frank Becker

E-Mail: info@nsggmbh.de
Internet: <http://www.nsggmbh.de>

Handelsregister
Mannheim
HRB 341345

Ust-ID-Nr.
DE 812186272
Steuer-Nr. 44081/08569

Banken
Volksbank Neckartal (BLZ 67291700) Kto. 41015403
BIC: GENODE61NGD
IBAN:DE11672917000041015403
Sparkasse Kraichgau (BLZ 66350036) Kto. 21754545
BIC: BRUSDE66
IBAN: DE19663500360021754545

- (3) The deduction of a discount requires a special written agreement.
- (4) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is due for payment within 30 days from the invoice date. The statutory rules concerning the consequences of default in payment shall apply.
- (5) Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labor, material and distribution costs for deliveries made 3 months or more after the conclusion of the contract.
- (6) The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us. In addition, he shall be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§4 - Delivery time

- (1) The start of the delivery time stated by us presupposes the clarification of all technical questions.
- (2) Compliance with our delivery obligation further requires the timely and proper fulfillment of the customer's obligation. We reserve the right to plead non-performance of the contract.
- (3) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred to us in this respect, including any additional expenses. Further claims or rights remain reserved.
- (4) If the conditions of paragraph (3) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
- (5) We shall be liable in accordance with the statutory provisions insofar as the underlying purchase contract is a transaction for delivery by a fixed date within the meaning of Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB). We shall also be liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the customer is entitled to assert that its interest in the further performance of the contract has ceased to exist.
- (6) Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or roughly negligent breach of contract for which we are responsible; fault on the part of our representatives or vicarious agents shall be attributed to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.
- (7) We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (8) Further legal claims and rights of the customer remain reserved.

§5 - Transfer of risk - packaging costs

- (1) Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.
- (2) Separate agreements apply to the return of packaging.
- (3) If the customer so desires, we shall cover the delivery by transport insurance; the costs incurred in this respect shall be borne by the customer.

Anschrift
 Staxstraße 1
 D-74921 Helmstadt-Bargen
 Tel.: +49 6268 928956-0
 Fax: +49 6268 928956-11

Geschäftsführer
 Yukihiro Nakagawa
 Frank Becker

 E-Mail: info@nsggmbh.de
 Internet: <http://www.nsggmbh.de>

Handelsregister
 Mannheim
 HRB 341345

Ust-ID-Nr.
 DE 812186272
Steuer-Nr. 44081/08569

Banken
 Volksbank Neckartal (BLZ 67291700) Kto. 41015403
 BIC: GENODE61NGD
 IBAN: DE 11672917000041015403
 Sparkasse Kraichgau (BLZ 66350036) Kto. 21754545
 BIC: BRUSDE66
 IBAN: DE 19663500360021754545

§6 - Liability for defects

- (1) Claims for defects on the part of the customer shall be subject to the condition that the customer has duly complied with its obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).
- (2) If the purchased item is defective, the customer shall be entitled to choose between subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of rectification of the defect or replacement delivery, we shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the purchased item was taken to a place other than the place of performance.
- (3) If the supplementary performance fails, the customer shall be entitled to demand rescission or reduction at his discretion.
- (4) We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (5) We shall be liable in accordance with the statutory provisions insofar as we culpably breach a material contractual obligation; however, even in this case, liability for damages shall be limited to the foreseeable, typically occurring damage.
- (6) Insofar as the customer is otherwise entitled to compensation for damages instead of performance due to a negligent breach of duty, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
- (7) Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.
- (8) Unless otherwise stipulated above, liability is excluded.
- (9) The limitation period for claims for defects is 24 months, calculated from the transfer of risk. This does not apply insofar as the purchased item is usually used for a building and has caused the defect.
- (10) The limitation period in the case of a delivery recourse according to Sections 478, 479 of the German Civil Code (BGB) shall remain unaffected; it shall be five years, calculated from the delivery of the defective item.

§7 - Overall liability

- (1) Any further liability for damages than provided for in Section 6 is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to Section 823 of the German Civil Code (BGB).
- (2) The limitation according to subsection (1) shall also apply insofar as the customer demands compensation for useless expenses instead of a claim for damages.
- (3) Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

Anschrift
 Staxstraße 1
 D-74921 Helmstadt-Bargen
 Tel.: +49 6268 928956-0
 Fax: +49 6268 928956-11

Geschäftsführer
 Yukihiro Nakagawa
 Frank Becker

 E-Mail: info@nsggmbh.de
 Internet: <http://www.nsggmbh.de>

Handelsregister
 Mannheim
 HRB 341345

Ust-ID-Nr.
 DE 812186272
Steuer-Nr. 44081/08569

Banken
 Volksbank Neckartal (BLZ 67291700) Kto. 41015403
 BIC: GENODE61NGD
 IBAN: DE 11672917000041015403
 Sparkasse Kraichgau (BLZ 66350036) Kto. 21754545
 BIC: BRUSDE66
 IBAN: DE19663500360021754545

§8 - Retention of title

- (1) We retain title to the purchased item until receipt of all payments under the delivery contract. In the event of conduct by the customer in breach of the contract, in particular in the event of default in payment, we shall be entitled to take back the purchased item. The taking back of the object of sale by us shall constitute a withdrawal from the contract. After taking back the object of sale, we shall be entitled to realize it; the proceeds of realization shall be credited against the customer's liabilities - deducting reasonable costs of realization.
- (2) The customer is obligated to treat the purchased item with care; in particular, he is obligated to sufficiently insure it at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
- (3) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the customer shall be liable for the loss incurred by us.
- (4) The customer shall be entitled to resell the object of sale in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim accruing to him from the resale against his customers or third parties, irrespective of whether the object of sale has been resold without or after processing. The customer shall remain authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have not been suspended. If this is the case, however, we may demand that the customer inform us of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.
- (5) The processing or transformation of the object of sale by the customer shall always be carried out for us. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation of title.
- (6) If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.
- (7) The customer also assigns to us the claims to secure our claims against him which arise against a third party through the connection of the object of sale with a property.
- (8) We undertake to release the securities to which we are entitled at the customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released shall be ours.

Anschrift
 Staxstraße 1
 D-74921 Helmstadt-Bargen
 Tel.: +49 6268 928956-0
 Fax: +49 6268 928956-11

Geschäftsführer
 Yukihiko Nakagawa
 Frank Becker

 E-Mail: info@nsggmbh.de
 Internet: <http://www.nsggmbh.de>

Handelsregister
 Mannheim
 HRB 341345

Ust-ID-Nr.
 DE 812186272
Steuer-Nr. 44081/08569

Banken
 Volksbank Neckartal (BLZ 67291700) Kto. 41015403
 BIC: GENODE61NGD
 IBAN: DE 11672917000041015403
 Sparkasse Kraichgau (BLZ 66350036) Kto. 21754545
 BIC: BRUSDE66
 IBAN: DE19663500360021754545

§9 - Place of jurisdiction - Place of fulfillment

- (1) If the customer is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the customer at the court of his place of residence.
- (2) The law of the Federal Republic of Germany shall apply to the specific contract as well as the entire legal relations of the parties, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) Unless otherwise stated in the order confirmation, our place of business shall be the place of performance.

Anschrift
Staxstraße 1
D-74921 Helmstadt-Bargen
Tel.: +49 6268 928956-0
Fax: +49 6268 928956-11

Geschäftsführer
Yukihiro Nakagawa
Frank Becker

E-Mail: info@nsggmbh.de
Internet: <http://www.nsggmbh.de>

Handelsregister
Mannheim
HRB 341345

Ust-ID-Nr.
DE 812186272
Steuer-Nr. 44081/08569

Banken
Volksbank Neckartal (BLZ 67291700) Kto. 41015403
BIC: GENODE61NGD
IBAN: DE11672917000041015403
Sparkasse Kraichgau (BLZ 66350036) Kto. 21754545
BIC: BRUSDE66
IBAN: DE19663500360021754545