

# **General Terms and Conditions of Sale, Delivery and Installation for CARAVITA companies**

Dated 2023-08-01

## **§ 1 General**

(1) The Terms and Conditions of Sale, Delivery and Installation of CARAVITA (hereinafter referred to as "General Terms and Conditions") apply to all current business relationships with the orderer and to all future business relationships, provided that said relationships involve legal transactions of a related nature. Any previous terms and conditions which may differ from the present General Terms and Conditions are hereby rendered invalid.

(2) The sale of all products shall be governed by the General Terms and Conditions set forth below. Any terms and conditions of the orderer which conflict with or differ from the General Terms and Conditions set forth below are hereby rejected; CARAVITA shall only recognise said terms and conditions if CARAVITA has expressly agreed to their validity in writing.

(3) CARAVITA reserves the right to correct any inadvertent errors in its sales brochures, price lists, quotation documents and any other documentation without CARAVITA being able to be held liable for damages arising from said errors.

## **§ 2 Quotation and conclusion of contract**

(1) CARAVITA's quotations, regardless of the form thereof, shall be non-binding unless otherwise expressly agreed. They are based on the technical specifications of the orderer, which must accurately describe the local conditions insofar as said conditions affect the products that CARAVITA is to deliver.

(2) The quantity, quality, description and any specific characteristics of the goods shall conform to the CARAVITA quotation. The contents and scope of the deliveries and services shall be determined solely by the written CARAVITA order confirmation. All sales documents, specifications and price lists shall be treated in a confidential manner and must not be disclosed to third parties without the prior express consent of CARAVITA in writing.

CARAVITA reserves all proprietary rights and copyrights to any and all sales documentation, specifications and price lists as well as any other similar documents.

(3) By placing an order, the orderer makes a binding declaration that the orderer intends to purchase the ordered item. Changes to the order are no longer possible once the order has been received. Supplementary agreements or assurances shall only be valid if they have been confirmed by CARAVITA in writing.

(4) CARAVITA reserves the right to make technical changes and improvements which are within a reasonable scope even after the contract has been effectively concluded, provided that said changes do not detract from the ordered products with respect to form, function or price.

(5) The orderer shall be aware that the products CARAVITA manufactures are specially made-to-measure, and that they can be neither exchanged nor returned. If the orderer does not accept the ordered goods, CARAVITA shall invoice the orderer for any demonstrable costs which it has already incurred in connection with the order, any extra expenses incurred and any lost profits.

Costs, the arising additional costs and the lost profit shall be invoiced by CARAVITA.

### **§ 3 Delivery dates, delivery of goods**

(1) Stated delivery times shall only be binding if the written order confirmation from CARAVITA contains a calendar date for delivery and if said date has been expressly confirmed in writing as a binding delivery date. Agreed upon delivery dates are also subject to the CARAVITA receipt of delivery from suppliers.

(2) The delivery period shall be defined as the time beginning with the technical and commercial clearance and ending with the passing of the risk. The period in which delivery is to occur shall only begin after all technical questions and other details of the order have been clarified together with the orderer and the orderer has duly fulfilled its other obligations in a timely manner. The obligations of the orderer shall include in particular the provision of necessary documents and the payment of any first instalment that may be agreed. CARAVITA reserves the right to defence by reason of non-performance of the contract.

(3) The delivery period shall be extended by a reasonable amount of time in the event of unforeseeable obstacles for which CARAVITA is not responsible, such as force majeure, labour strikes, lockouts and the interruption of operations. The orderer shall be informed immediately of the reason for and predicted duration of the delay. If it is likely that the obstacle will not be eliminated within a reasonable period of time, CARAVITA reserves the right to withdraw from the contract in full or in part.

(4) In the event of a delay in delivery, the orderer shall be entitled to withdraw from the contract only if the orderer has previously set a reasonable extension of time when expressing its intent to withdraw from the contract and if the service is not performed within said time period.

(5) The partial provision of services and partial deliveries shall be permissible within a reasonable scope and may be invoiced accordingly.

(6) Should the orderer become delayed in accepting delivery, or if the orderer intentionally or negligently is in breach of any other duties to cooperate, CARAVITA shall be entitled to demand compensation for any damages it suffers as a result thereof, including any extra expenses. The obligation of the orderer to pay the purchase price when it becomes due shall not be affected thereby. In the event of a delay in acceptance, CARAVITA shall store the goods at the risk and expense of the orderer. At the request of the orderer, CARAVITA shall insure the goods at the orderer's expense.

All further claims are explicitly reserved.

**§ 4 Purchase price**

(1) The purchase price is the price specified in the order confirmation. If no price is specified therein, the purchase price shall be the price that is indicated in the current CARAVITA price lists and valid at the time of order placement, or the price contained in the quotation.

(2) For receiving locations within the Federal Republic of Germany, the purchase price shall include delivery to the receiving station via normal freight, including the costs of packaging, plus the value-added tax required by law.

(3) Expenses which arise from changes to the type or scope of delivery at the request of the orderer after CARAVITA has confirmed the order and/or which arise from the compliance with subsequent or unforeseeable regulatory obligations or requirements shall also be invoiced separately from the quoted purchase price.

(4) For international business, CARAVITA reserves the right to raise the price of goods in this case, after timely notification of the orderer and prior to delivery of the goods, as is necessary due to general price trends that are beyond our control (such as fluctuations in currency exchange rates, currency regulations and changes in customs duties) or due to changes in delivery information.

**§ 5 Invoicing and conditions of payment**

(1) Invoices shall be sent by standardised electronic transmission. In agreed exceptional cases, invoices may be submitted in paper form.

(2) The purchase price shall be due and payable as of the invoice date. Customer-specific or order-specific agreements regarding the size of the discount, the discount deadline or interest on late payments shall only take precedence if CARAVITA has confirmed said agreements in writing. The discount provision shall not affect the due date set forth in sentence 1; it does not entail any extension agreement or standstill agreement. For new customers and in the cases of § 5 paragraph 6, CARAVITA reserves the right to require prepayment prior to delivery.

(3) Payments shall be made by bank transfer.

(4) If (in the case of international transactions) it is agreed that the orderer is to open a letter of credit through its bank (or another bank deemed acceptable by CARAVITA), it is hereby stipulated that the opening of a letter of credit shall be carried out in accordance with the Uniform Customs and Practice for Documentary Credits, Revision 1993, ICC Publication No. UCP 500.

(5) Should the orderer fail to effect payment by no later than the due date, CARAVITA shall have the right to perform any further deliveries to the orderer against prepayment only. Any further claims provided for by law shall not be affected. The amount of interest charged on late payments shall be equal to 9 percentage points above the respective base rate per year. Claims for higher amounts of damages due to delay are hereby reserved, as are claims for any additional damages.

(6) If, after the effective conclusion of the contract, the economic circumstances of the orderer should change in such a manner that, in accordance with proper business discretion, doubts are cast on the creditworthiness of the orderer, or if CARAVITA only becomes aware of such a change in circumstances after the contract has been effectively concluded, CARAVITA shall be entitled to withhold the delivery of the goods until the goods have been paid for in advance, or until CARAVITA has received commensurate security for said payment. For new orders, CARAVITA shall, in addition to having the right to demand advance payment, also be entitled to deliver the goods as they are paid for. Furthermore, CARAVITA shall be entitled to rescind the contract if the deadline expires unsuccessfully.

(7) The orderer shall have no right to make offset except in respect of the orderer's counterclaims that have been established in law and are undisputed. Any right of retention shall be excluded if the orderer had knowledge of the defect or any other grounds for complaint at the time of the passage of risk without reserving its rights in writing to this effect or if said defect or grounds have remained unknown to the orderer as a result of gross negligence. This shall not apply if CARAVITA has acted fraudulently or if it has guaranteed the quality of the object/work.

#### **§ 6 Passage of risk, transport, packaging**

(1) The route and means of dispatch shall be determined at CARAVITA's discretion. Objects shall not be packaged on an item-by-item basis, but rather solely based on transport-related, production-related and environmental aspects. Reusable packaging shall be available to the orderer on loan only. Within three weeks, the orderer shall notify CARAVITA in writing of the return of the packaging units and make the packaging available. Should the orderer fail to do so, CARAVITA shall be entitled to retroactively demand the payment of rental fees or invoice the value of the packaging, with said invoice becoming due and payable immediately upon receipt. This provision does not apply to disposable transport packaging materials. The orderer may return disposable packaging materials to the company headquarters in Ingolstadt. If the orderer does not return the disposable transport packaging, it shall independently dispose of said packaging using its own company disposal methods.

(2) The risk of accidental loss and accidental deterioration of the purchased object shall pass to the orderer upon the arrival of the goods with CARAVITA vehicles on the orderer's company premises or at a destination on a firm road surface specified by the orderer; in the event that the transfer location is not navigable, the passage of risk shall take place at the nearest location where arrival and departure are readily possible. If the goods are to be shipped to a location other than the place of performance at the instruction of the orderer, the risk of accidental loss and accidental deterioration of the purchased object shall pass to the orderer upon delivery of the purchased object to the forwarder. The undisputed acceptance of the shipment by the forwarder shall be deemed proof of flawless packaging quality and proper loading, provided that the orderer does not demonstrate that the packaging exhibited defects when the shipment was handed over or that the shipment was not properly loaded.

(3) If the orderer delays acceptance, risk of coincidental loss and coincidental deterioration of the purchased object shall pass to the orderer from the day of readiness for dispatch.

(4) If CARAVITA delivers the goods with its own transport vehicles, CARAVITA shall take out a transit insurance policy within the framework of its general policy. The above paragraphs 1 through 4 also apply to partial deliveries.

### **§ 7 Retention of title**

(1) CARAVITA reserves the right to retain the title to the delivered object until such time as full payment of any and all claims arising from the business relationship with the orderer has occurred. This also applies to all future deliveries and installation services, even if CARAVITA does not always make express reference to this provision.

The right to retention of title shall also extend to the recognised account balance if CARAVITA keeps a running account of its claims against the orderer (current account reservation).

(2) If, in the course of ordinary business operations of the orderer, a processing or transformation of the purchased object by the orderer should be necessary, this shall at all times be carried out in the name and on behalf of CARAVITA. In this case, the reversionary right of the orderer to the purchased object shall extend to the transformed object. If the purchased object is processed with other objects which are not CARAVITA property, CARAVITA shall acquire co-ownership in the new object at a rate equal to the proportion of the objective value of its purchased product to the other processed objects at the time of processing. This also applies in the case of mixing. If the mixing is carried out in such a manner that the orderer's object can be considered the main object, it is hereby agreed that the orderer shall assign to CARAVITA pro-rata co-ownership and take proper care of the resulting sole or co-owned property on behalf of CARAVITA. As security for the claims against the orderer, including e.g. existing claims for installation services, the orderer shall also assign to CARAVITA the orderer's own claims owed to it by a third party as a result of the combination of the goods subject to the retention of title with a piece of real estate.

(3) The orderer shall be entitled to resell the goods subject to the retention of title in the normal course of business. The orderer hereby assigns to CARAVITA its claims against the buyer, equal to the final invoice amount agreed with CARAVITA (including the value-added sales tax required by law), resulting from the resale of the goods subject to the retention of title. Said assignment shall be valid regardless of whether the purchased object has been resold before or after processing. The orderer shall remain authorised to collect the claim even after said claim has been assigned to us. CARAVITA's authorisation to collect the claim itself shall not be affected thereby. However, CARAVITA will refrain from collecting the claim if the orderer satisfies its payment obligations, if the orderer is not in arrears and, in particular, if there has been no application to initiate insolvency proceedings or suspension of payments.

(4) If a processing or sale of the goods subject to the retention of title as set forth in paragraphs 2 and 3 has not taken place, the orderer undertakes to treat the purchased object with care until such time as ownership has been transferred to the orderer. In particular, the orderer shall be obligated to adequately insure said purchased object against theft, fire damage and water damage at replacement value at the orderer's own expense. Until such time as the purchase price is paid in full, the orderer shall be obligated to keep the goods separate from its own property and the property of third parties, to store and secure

the goods, and to mark the goods as CARAVITA property. As long as ownership has not yet been transferred, the orderer shall provide CARAVITA with immediate written notification if the delivered object has been pledged or subjected to any other interventions by third parties. If said third party is not capable of reimbursing such costs as CARAVITA incurs inside and outside of court in connection with legal action pursuant to Article 771 German Code of Civil Procedure (ZPO), the orderer shall be liable for the loss CARAVITA incurs.

(5) CARAVITA undertakes, on request of the orderer, to release the security to which it is entitled if the value of said security exceeds the claim that is to be secured by more than 20%.

(6) If the orderer is in breach of contract, particularly if the orderer is in delay of payment, CARAVITA shall be entitled, after setting a reasonable deadline, to withdraw from the contract and demand the return of the purchased object. Once CARAVITA has taken back the purchased object, CARAVITA shall be authorised to liquidate it. The amount realised from said liquidation shall be credited to the liabilities of the orderer, less reasonable liquidation costs.

#### **§ 8 Warranty, notice of defects**

(1) All warranty rights assume that the orderer has duly satisfied its obligations to examine and object to the goods as stipulated by Sections 377 et seqq. of the German Commercial Code (HGB). If complaints should arise despite the utmost care having been taken, claims in respect of apparent defects according to Section 377 of the HGB must be asserted immediately, but no more than 8 days after receipt of the goods; claims in respect of defects that are not identifiable until a later point must be asserted immediately upon their discovery; otherwise, the goods shall be deemed approved.

(2) If the orderer gives notice of defects, the orderer shall be obligated to accept and properly store the goods. Before any further processing, destruction, etc. of the goods, the orderer shall grant to CARAVITA an opportunity to examine the defects for which notice was given and, if necessary, to conduct an independent procedure for the purpose of collecting evidence, provided that the aforementioned is not unreasonable for the orderer and that no evidence is lost. If this does not occur, the rights of the orderer are lost, unless the conditions pursuant to § 444 of the German Civil Code are met.

(3) CARAVITA does not accept any responsibility for defects in the goods that can be traced back to a description of the goods or a specification from the orderer. CARAVITA's responsibility does not extend to parts, materials or any other items of equipment that were produced by, or by order of, the orderer and made available to CARAVITA. The orderer shall examine independently the quality and load-bearing capacity of the mounting substructure and select suitable fixing materials. CARAVITA does not accept any responsibility for defects that are due to the incorrect selection of said materials.

(4) CARAVITA complies with the CE product-labelling requirements within the scope of the DIN EN standards applicable in each particular case. The responsibility for the use of the products lies with the orderer. The orderer must only use the products under the conditions specified in the technical documentation and operating and installation instructions.



(5) This warranty does not cover product defects or include liability for damage caused by faulty installation, improper use or storage, unintended use, negligence, incorrect commissioning, modifications or repairs, normal wear and tear, faulty electrical connection, operation in connection with unsuitable control components or any other reasons. The warranty shall be excluded if such necessary maintenance work as is stipulated in the operating instructions has not been performed to the required extent by specialist dealers. The specialist dealer shall verify the transfer of the operating instructions to the user and the performance of the maintenance work by means of a signature from the user and a signature from the person assigned to the maintenance work.

(6) CARAVITA has the right to rectify defects by removing the defect or by subsequent fulfilment at its own discretion. If CARAVITA declares the removal of the defect or the subsequent fulfilment to have ultimately failed, the orderer has the right - possible claims for damage notwithstanding - to withdraw from the contract or to reduce remuneration. The orderer cannot demand compensation for wasted expenditure. Accordingly, any product description, public statements, promotion or advertisement by the manufacturer shall not constitute a contractual specification of the quality of the goods.

(7) Claims made by the orderer on account of expenses necessary due to subsequent performance or subsequent improvement, in particular costs for transport, travel, labour and materials, are hereby excluded, insofar as said expenses increase because the goods CARAVITA supplied were brought to a location other than the delivery address of the orderer. Should CARAVITA incur such costs as part of subsequent fulfilment or subsequent improvement, the orderer shall reimburse said costs.

(8) In the event of fraudulent nondisclosure of a defect or in the event of accepting a warranty for the quality of the goods at the time of the passage of risk in the sense of § 444 of the German Civil Code (seller's declaration that the purchased object at the time of the passage of risk has certain properties and that the seller is liable for all consequences of the good's defects, independent of the seller's culpability), the rights of the orderer are defined solely by the legal regulations.

(9) The expiry period for defect claims of the orderer shall be two years. The warranty period shall commence with the delivery of the goods.

### **§ 9 Limitations of liability**

(1) For any other claims for damages, CARAVITA's liability in the event of a breach of duty due to ordinary negligence shall be limited to such damage as typically occurs for the purchased object type. This also applies to breaches of duty due to ordinary negligence on the part of our legal representatives or any persons employed in performing our contractual obligations for which CARAVITA is vicariously liable.

Liability in the event of breaches of nonmaterial contractual obligations due to ordinary negligence is hereby excluded.

(2) Liability for the intentional or negligent injury to life, body or health shall not be affected, nor shall mandatory liability in accordance with the German Product Liability Act be affected.

**§ 10 Final provisions**

(1) All changes and amendments to the contract, including these General Terms and Conditions, must be made in writing. This also applies to any changes made to the clause requiring written form. No supplementary oral agreements have been concluded.

(2) The law of the Federal Republic of Germany applies.

(3) Insofar as the contracting partner is an auditor, the sole place of jurisdiction for all disputes arising from this contract is established as Würzburg.

(4) The orderer is hereby informed that CARAVITA processes the personal data obtained within the scope of the business relationship in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the applicable national laws.

(5) Should any regulations of the contract, including those regulations set forth in these General Terms and Conditions, be or become invalid in whole or in part, the validity of the remaining regulations shall not be affected thereby. The provision deemed invalid in whole or in part is to be replaced by a provision that most closely approximates the economic effect of the invalid provision.

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