

General Terms and Conditions of Sale and Delivery

1. General

Unless expressly agreed elsewhere in writing, these terms and conditions apply to all contracts and services, including information and follow-up business. This also applies if we are aware of contradictory or divergent conditions from the customer but nevertheless fulfil his order without reservation. Otherwise, the customer is deemed to have accepted our terms and conditions no later than when he receives his goods.

Requests for changes may be considered only within 5 business days counting from the date when the order was confirmed.

2. Offers and Offer Documentation

Our offers are always non-binding, the scope of the delivery/service to be provided by us is determined solely in our written confirmation of order.

Unless otherwise agreed, the documents that form part of the offer, such as illustrations, drawings and weights and measures, are merely approximate. Slight variations in colour, size, shape etc. are permissible if they are acceptable to the customer, especially if such variations can be attributed to technical progress.

We hold the copyright to all our documents. On our request, these are to be returned to us promptly and free of charge.

3. Prices

Unless expressly agreed otherwise in writing, our prices are from Möglingen, except for shipping costs, plus statutory value added tax. The minimum order value is EUR 100.00 net.

4. Terms of Payment

Unless otherwise agreed, the purchase price is payable without deduction within 8 days from the date of the invoice. In the event of partial deliveries, we may issue an invoice for each delivery.

We will accept money transfers and cheques only following separate written agreement, taking into account all bookkeeping costs.

In the event of late payment, we may charge default interest of 14% (fourteen percent). If we can demonstrate that we have incurred a greater loss as a result of late payment, we may claim for compensation unless the customer proves that we incurred no loss or only a slight loss as a result of late payment.

Payments are always used first to satisfy the oldest debt or accumulated default interest.

The customer is entitled to an offset only when his claims have been lawfully approved, are uncontested or have been recognised by us in writing. We reserve the right to terminate the contract at any time, without notice.

In any case, we generally fulfil all deliveries and services only following prepayment or cash on delivery, or in return for other financial collateral. During the course of an existing business relationship, we may alter the terms of payment previously granted, especially if the customer's financial condition deteriorates.

5. Delivery Times and Conditions for the Sale of Materials

Delivery times and deadlines are always **non-binding** and approximate.

If the customer delays with accepting the goods, for instance if he refuses to accept all or some of the ordered goods and/or service after we have prepared it and notified him, or if he otherwise breaches his duties of cooperation, we may claim for the loss incurred, including for any additional expenditures.

We may store the goods at the customer's risk and expense for as long as he refuses to accept them.

Moreover, the risk of accidental loss or deterioration of the ordered goods is transferred to the customer as of the moment in time when he refuses to accept them.

If he customer is an entrepreneur or legal entity under public law or a public law foundation within the meaning of § 38 of the Code of Civil Proceedings, the risk of accidental loss or deterioration of the ordered goods for all forms of shipping (ex works, free delivery, CIP, CPT, etc.) are transferred to the customer as of the moment when the goods are handed over to the haulage firm, delivery service or any other person or body entrusted with delivery to a specified person.

We ourselves choose the method of delivery. In any case, we reserve the right to deliver goods in partial shipments.

6. Fulfilment /Installation - Additional Contracts

Completion deadlines are binding only if they were agreed with us in writing. We are bound by the individual deadlines set by AG only if we have confirmed them in writing (§5 (1) Construction Tendering and Contract Procedures VOB). In such a case AG guarantees freedom to build throughout the period of fulfilment agreed upon.

We shall not be liable for a failure to adhere to deadlines or for delays that are attributable to the circumstances discussed in §6 (2) VOB/ Part B.

If we are prevented from adhering to established deadlines due to delays with the provision of preliminary services by other providers or improper coordination of preceding work, we shall demand remuneration for the required extra working hours or holiday working time insofar as AG insists on adherence to the deadlines or a reduction of a justified extension of deadline under the terms of §6 (2) VOB.

If we are to provide a service not foreseen in the contract, we are entitled to separate remuneration (§2 (6) VOB/Part B). A separate notice of our entitlement is not required.

If no formal acceptance of our fulfilment/installation is agreed in writing, acceptance of our services will be deemed to have taken place after we have sent our invoice as confirmation of completion or after the use of our services has commenced.

7. Guarantee

Our goods and services are to be checked for faults promptly upon receipt, complaints are to be submitted to us in writing no later than 7 days after receipt. Complaints do not provide justification to withhold or reduce payment.

We reserve the right to improvement; only if we are unable to do so may an authorised party be engaged following consultation.

8. Retention of Ownership

We retain ownership of purchased items until all payments under the current order have been fulfilled or until all payments from the customer under the current business relationship have been received. This applies in particular when the customer engages, with our knowledge and approval, a third party in order to fulfil his obligations, for instance under a del credere contract. In such a case, retention of ownership expires only when the appropriate payment has been credited to our accounts or, in case of a current account relationship, the relevant balance has been zeroed.

9. Liability

As compensation we demand from the customer 25% of the purchase price and replacement of the loss actually incurred.

We ourselves are liable for losses caused by unlawful acts, breaches of contract or breaches of duty during contractual performance only in the event of gross negligence and malice. Otherwise, such liability claims against us are excluded.

10. Data Protection

With the EU General Data Protection Regulation (GDPR) that came into force on 25 May 2018, we hereby inform you that we store and preserve data about your company.

This applies to business-related data such as addresses, telephone numbers, contact persons, tax numbers, article-specific data and data about our business process (offers, orders, delivery notes, invoices etc.) that are required for proper business settlement.

It also applies to your email addresses for exchanging communications or for sending the newsletter.

We use these data solely for the purpose of properly fulfilling our business relationship. The data are not used for any other purposes, nor are they made available to third parties for other purposes. We protect these data against unauthorised external access.

We inform you that we shall also store future relevant data to settle business with your company.

If you do not agree to this or wish to erase your data, please address your request by email to: office@kornas.com

Of course you may also ask us to erase your data at a future date.

If you pose no objection to the storage of your data, we enter into an agreement that is valid both for the GDPR and for the German Federal Data Protection Law (BDSG).

11. Place of Fulfilment and Jurisdiction

The place of fulfilment for all deliveries and payments (including claims in connection with cheques or bills of exchange) is our registered office in Möglingen.

If the customer is an entrepreneur or legal entity under public law or a public law foundation within the meaning of § 38 of the Code of Civil Proceedings, the sole place of jurisdiction for all claims arising under this contractual relationship is the Official Court of Ludwigsburg or the Land Court in Stuttgart.

These terms and conditions shall be governed and construed according to the laws of the Federal Republic of Germany, to the exclusion of all conflict-of-law rules and the UN Convention on the International Sale of Goods (CISG).

Severability

If one or more provisions in these terms and conditions are invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Rather, an invalid or unenforceable provision shall be amended in a way that comes as close as legally possible to the intended commercial purpose.

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