



I. General

1. These general sales terms and delivery conditions apply exclusively to the entire business relationship between W&P NOISEPROTECTION GmbH (hereinafter: W&P) and the customer / buyer (hereinafter: buyer), including future business relationships. Other conditions of purchase or other general terms and conditions of the buyer are hereby contradicted. They are not applied. W&P is entitled to change its general terms and conditions of sale and delivery with effect for the entire future business relationship with the buyer after notification.

2. If there is a frame-agreement between the buyer and W&P, these general terms and conditions of sale and delivery apply both to this framework agreement and to the individual order.

II. Conclusion of contract

1. Offers from W&P are subject to change and non-binding. The documents belonging to the offer, such as illustrations, drawings, weight and dimensions information, are only approximate values, unless they are expressly declared as binding. If W&P provides the buyer with drawings or technical documents relating to the technical purchase item to be delivered, these remain the property of W&P.

2. Orders placed by the buyer are binding for the buyer. Unless otherwise confirmed in writing by W&P, the delivery or invoice is deemed to be an order confirmation.

3. If the buyer is a merchant, only the written confirmation from W&P is authoritative for the content of orders and agreements, unless the buyer objects in writing immediately. This applies in particular to verbal or telephone orders and agreements. In any case, notification to W&P is no longer immediate if it is not received by W&P within three working days.

III. Delivery date, scope of delivery, delay in delivery

1. Delivery dates and periods are only approximately agreed unless W&P has expressly given a written commitment as binding. If all details of the order are not clarified in time by the buyer and if all preliminary work by the buyer is not provided in good time (e.g. approval procedure for the drawings), the delivery dates will be extended accordingly. Delivery dates are deemed to have been adhered to with notification of readiness for dispatch.

2. W&P is entitled to make partial deliveries as long as these do not fall below the reasonable minimum.

3. The buyer has to check and acknowledge the delivery note. Any objections must be reported to W&P immediately in writing. Otherwise, the acknowledged delivery and quantity is accepted.

4. In the event of delays in delivery due to operational disruptions, official measures, lack of deliveries to W&P or force majeure, the delivery period is extended appropriately. Force majeure also applies to industrial action including strikes and lawful lockouts in W & P's operations or at W & P's sub-suppliers. In these cases, claims of the buyer for damages are excluded within the limits of Section VII (General Limitation of Liability). If the buyer suffers damage as a result of a delay in delivery for which W&P is responsible, the buyer can, excluding further claims for compensation, demand compensation of 0.5% for each week of the delay, but not more than 5% of the value of the affected part of the entire delivery. In the event of a delay in delivery, the buyer can withdraw from the contract after setting a reasonable grace period and with the express declaration that he will refuse to accept the service after this period has expired if the service does not take place within the grace period. Further claims in the event of delay in delivery, in particular claims for damages, are excluded in accordance with the provisions of Section VII (General Limitation of Liability).



IV. Prices, terms of payment

1. The prices do not include VAT, freight, customs, postage, packaging, insurance and other expenses. The packaging is charged at cost; their return is excluded.
2. In the absence of special agreements, invoices are due for payment immediately without deduction.
3. If the buyer is in default of payment, W&P is entitled to demand default interest of 10% above the base rate. We reserve the right to assert a damage for delay.
4. The buyer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by W&P.

V. Transfer of risk, acceptance

1. The risk is transferred to the buyer at the start of loading or dispatch of the delivery item, even if partial deliveries are made or W&P also provides other services, e.g. has taken over the shipping costs or delivery and installation and / or commissioning.
2. If dispatch or acceptance is delayed for reasons for which W&P is not responsible, the risk is transferred to the buyer on the day of notification of readiness for dispatch or acceptance.

VI. defects liability, notification of defects

1. W&P is liable for defects in the delivery, excluding further claims, as follows:

The warranty periods for private use (purchase of consumer goods, § 474 German BGB) are 24 months from the transfer of risk, and 12 months for commercial and / or professional use.

Defects liability comprises the function of the product and rust through.

2. The provisions of paragraph 1 do not apply to warranted properties or to culpable breach of essential contractual obligations. Such claims by the buyer as well as claims for damage that did not occur on the delivery item itself are excluded in accordance with the provisions of Section VII (General Limitation of Liability) within the legally permissible regulations. If improvements are made or a subsequent delivery is made within the scope of the warranty, this does not trigger a new start of the warranty period.
3. Properties are only guaranteed if they are expressly designated as such in the contract. Verbal information as well as information in the W&P documents do not contain any assurances, in particular samples, dimensions, DIN / ISO provisions, service descriptions and other information about the nature of the delivery item serve the specification and are not guaranteed properties. Insofar as the materials to be used by W&P are specified in the contract, this only guarantees compliance with the specification and not the suitability of the materials for the contractual purpose. W&P is only obliged to provide information if they are obviously unsuitable.
4. Damage caused by external influences, improper installation and handling, poor operation or maintenance, corrosion or normal wear and tear (e.g. built-in absorbers in silencers) are excluded from the warranty. The warranty does not apply if the customer or a third party makes changes or repairs to the delivery without our written approval. The warranty is void if the operating and maintenance instructions are not complied with.
5. The buyer is obliged to inspect the delivered goods immediately upon receipt at his own expense and to notify W&P immediately in writing of any defects, incorrect deliveries or insufficient quantities. A preclusive period of seven days from receipt of the delivery applies. Hidden defects must be reported to W&P in writing



immediately after they are discovered. Otherwise, §377 and §378 of the German Commercial Code (HGB) remain unaffected in the case of mutual commercial transactions between merchants.

6. Any quality defects in a partial delivery do not entitle the buyer to reject the balance of the completed quantity, unless the buyer can prove that acceptance of only part of the delivery is unreasonable for him, taking into account the circumstances.

7. If the buyer discovers a defect, he may not change, install or hand over the delivery item to third parties, but must allow W&P sufficient opportunity and time to convince themselves of the defect and, if necessary, carry out the necessary subsequent action (repair or replacement); otherwise all claims for defects are void. Only in urgent cases of endangering operational safety or to prevent disproportionately large damage, whereby W&P must be informed immediately, does the buyer have the right to remedy the defect himself or to have it remedied by a third party and to demand reimbursement of the necessary expenses from W&P. Irrespective of the existence of a defect, the warranty claims also expire if changes or repairs are carried out by the buyer or a third party without the approval of W&P.

8. Transport damage must be reported to the seller immediately and be noted on the delivery order. The buyer has to settle the necessary formalities with the carrier, in particular to make all necessary determinations to safeguard rights of recourse against third parties.

9. In the event of a justified complaint, W&P may choose to either repair the defective goods or deliver a replacement. Multiple repairs are permitted.

10. In the event that the defect has to be remedied, W&P is obliged to bear all expenses necessary for the purpose of remedying the defect, insofar as these are not increased by the fact that the purchased item was brought to a location other than the place of performance (w&p place of business (see below). Disassembly and reassembly costs, transport, travel, labour and material costs on the construction site as well as transport costs back to Germany are excluded.

VII. General Limitation of Liability

1. Claims for damages by the buyer, for whatever reason, are excluded. Excluded from this are damage resulting from injury to life, limb or health, from breach of duty by W&P if W&P is responsible for this, and for other damage based on an intentional or grossly negligent breach of duty. The cases in which there is mandatory legal liability remain unaffected, such as according to the product liability law or because of a possible guarantee. In the event of any mandatory liability due to culpable breach of essential contractual obligations, liability is limited to the typical, reasonably foreseeable damage.

2. In the event of any other breach of duty by W&P for which W&P is responsible and which does not consist of a defect in the performance of W&P, the buyer can withdraw from the contract after unsuccessfully setting a reasonable period in accordance with the statutory provisions. Further claims are excluded.

3. The limitation period for other rights and claims of the client is one year

VIII. reservation of proprietary rights, securities

1. W&P retains ownership of the delivery item until all payments from the delivery contract have been made / received. In the event of breach of contract by the buyer, in particular in the event of default in payment, as well as when filing an application to open insolvency proceedings, W&P is entitled to take back the delivery item after a reminder and the buyer is obliged to surrender it. In the event of seizures or other interventions by third parties, the buyer must notify W&P immediately in writing.

2. The buyer must adequately insure the delivery item against theft, breakage, fire, water and other damages. If the buyer has not taken out insurance or does not provide evidence of this despite being requested by W&P, W&P is entitled to insure the delivery item itself at the buyer's expense.



3. The buyer is entitled to resell the delivery item in the ordinary course of business. However, he already now assigns to W&P all claims that accrue to him from the resale against the customer or against third parties, regardless of whether the reserved goods are resold without or after processing. The buyer is authorized to collect these claims even after the assignment. The authority of W&P to collect the claims itself remains unaffected by this; however, W&P undertakes not to collect the claims as long as the buyer properly meets his payment obligations. W&P can demand that the buyer notify him of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and notify the debtors of the assignment. If the delivery item is resold together with other goods that do not belong to W&P, the buyer's claim against the customer in the amount of the delivery price agreed between W&P and the buyer is deemed to be assigned.

IX. Place of performance, place of jurisdiction, applicable law

1. Unless otherwise contractually agreed, the place of performance for payment and delivery of goods is W&P's registered office.
2. If the buyer is a businessman, a legal entity under public law or a special fund under public law, the place of business of W&P is the place of jurisdiction for all legal disputes, also in the context of a bill of exchange or check process; Lawsuits against W&P can only be brought there.
3. The law of the Federal Republic of Germany is to be applied exclusively to the exclusion of international private law, standardized international law and to the exclusion of the UN sales law.

X. Legal validity, data protection

1. Should one of the provisions of these general terms and conditions be or become ineffective, this shall not affect the validity of the rest of the contract. In their place, what the parties want applies, otherwise the statutory regulation. Under no circumstances will the relevant provision in these general terms and conditions of sale and delivery be replaced by the buyer's terms and conditions.
2. Any changes or additions to the contract must be confirmed in writing by W&P in order to be effective; this also applies to a deviation from the contractual written form requirement itself.
3. Legally relevant declarations of intent such as terminations, declarations of withdrawal, requests for a reduction in the purchase price or compensation are only effective if they are made in writing.
4. W&P is entitled to process and save the data received about the buyer in connection with the business relationship - even if they come from third parties - in accordance with the Federal Data Protection Act and to have them processed and saved by third parties commissioned by W&P.

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