

General Terms and Conditions of Sale of Jost Veranstaltungsservice GmbH

Clause 1 Area of applicability

Clause 1.1.

Jost Veranstaltungsservice GmbH, Felix-Wankel-Str. 20, 55545 Bad Kreuznach, Germany (hereinafter referred to as the "Seller"), sells goods solely to the industry, commerce, crafts, trades, self-employed persons and other enterprises such as schools, universities, authorities and associations (hereinafter referred to as "Customer"), thus to natural persons, legal entities or partnerships with legal personality that are acting in a commercial or self-employed capacity upon entering into a legal transaction. All legal relations between the Seller and the Customer are based on these General Terms and Conditions of Sale exclusively.

Clause 1.2.

Any general terms and conditions of business deviating from or in addition to these General Terms and Conditions are expressly objected to; they shall apply only to the extent that these have been confirmed in writing by the Seller. Upon placing its order, the Customer accepts the General Terms and Conditions of the Seller. They shall also apply to all future transactions.

Clause 2 Conclusion of contract

Clause 2.1.

The offers of the Seller apply solely to the Customers named under Clause 1. By placing its order the Customer confirms that the products of the Seller shall be used in its areas of activity and shall remain there.

Clause 2.2.

All offers are without obligation and thus only become binding once the Seller confirms the order in writing or places an order for the dispatch of the goods. There are no additional agreements, amendments, supplements and / or other deviations. They shall be valid only if the Seller has given its consent thereto in writing. The services presented by the Seller in advertising material, on its own website or in other media are not a binding offer on the part of the Seller.

Clause 2.3.

The Seller reserves the right to modify the product colour, design or technology where this serves to improve the product without giving separate notification of such modification. Images in catalogues are not required to match the real colours. Photocopies, drawings, dimensions, weights or other performance descriptions are binding only if confirmed in writing by the Seller. Descriptions of the quality shall not be considered to be a guarantee. The Seller shall not be liable for errors as a result of any printing errors.



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Clause 3 Pricing

All prices are net in EUROS plus dispatch costs, packaging and the applicable rate of value-added tax. All prices are based on today's production costs. The agreed prices are fixed prices, which are guaranteed until the end of the agreed period. After the end of this fixed-price guarantee and in case of delivery delays, for which the Seller is not responsible, the Seller may correct the prices on the basis of a change in prime costs at the actual time of delivery.

Clause 4 Delivery

Clause 4.1.

All delivery dates and periods must be confirmed in writing and are subject to unforeseeable production disruptions and punctual delivery by sub-suppliers of the required primary materials.

Clause 4.2.

Delivery periods begin to run on the date of the order confirmation issued by the Seller, however not before the complete clarification of all details of the contractual relationship. The time when the goods are handed over to the forwarder or carrier within the meaning of No. 4.4. below and have left the works of the Seller is relevant for compliance with delivery periods. The same applies to delivery dates.

Clause 4.3.

The Seller shall not be responsible for delays in delivery or other performance where these are based on force majeure, which also includes industrial disputes at its own or at third-party business establishments, official orders or transport delays. In such cases, the delivery and performance obligations of the Seller shall be suspended for the duration of the hindrances, which occurred as a result of the force majeure plus a reasonable start-up time.

Clause 4.4.

Delivery is agreed "ex works" through collection by the Customer itself or through a forwarding agent or carrier determined by the Seller. The risk passes to the Customer upon handing over the ordered goods to the forwarding agent or carrier, however, at the latest upon the departure of the goods from the works of the Seller. If delivery is delayed upon request by the Customer or for any other reason within its area of responsibility, the risk passes to the Customer upon the Seller's notification of the readiness for dispatch. In this case the Seller is also entitled to put the goods into storage in an appropriate manner at the expense of the Customer and to take all the measures required for the preservation thereof. The delivery period of the Seller shall be extended to a reasonable extent in such case. Statutory provisions on a delay in acceptance shall remain unaffected by this. If in these cases the Seller is unable to effect delivery, the purchaser shall be released from its duties to perform.



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Clause 4.5.

Unless otherwise agreed, the Seller shall deliver the goods packed at the expense of the Customer. Any packaging or other protection of the goods, which goes beyond that required merely for transportation purposes is not owed. Upon written request by the Customer, the delivery can be insured in its name and for its account.

Clause 5 Terms of payment

Clause 5.1.

All payments of the Customer shall be made within 10 days after the date of the invoice free of charge to the Seller in such a manner that the Seller may freely dispose of the amount paid at the latest on the due date. In case of cash sales, the purchase price is due for payment immediately upon receipt of the goods without any deduction. If the time allowed for payment is exceeded, the Seller shall charge interest at 8% p.a. above the respective base interest rate. Statutory provisions on a delay in payment remain unaffected.

Clause 5.2.

In the event of a delay in acceptance by the Customer, the payments shall fall due 10 days after notification of the readiness for dispatch or the possibility of collection.

Clause 5.3.

In spite of terms of repayment to the contrary of the Customer, the Seller is entitled to offset the Customer's payments against its older liabilities first. If costs and interest have arisen, the Seller may first offset the Customer's payment against the costs, then against the interest and thereafter against the principal claim. The Customer shall be informed of this procedure.

Clause 5.4.

Rebates, discounts or other reductions in the sales price may be claimed only if the Seller has confirmed these in writing and the Customer is not in arrears with other payments.

Clause 5.5

The Seller shall only accept cheques and bills of exchange as conditional payment. The Customer shall pay any bank, discount or collection charges incurred in this context.

Clause 5.6.

The Customer may only offset counterclaims that have been declared legally valid or are uncontested against claims of the Seller. It may only exercise a right of retention if it is based on the same contractual relationship. Claims against the Seller may not be assigned or pledged.



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Clause 5.7.

The Seller is entitled to demand adequate security for its claims, even if these are conditional or have a fixed term. Likewise, the Seller may request reasonable security for advance performance.

Clause 6 Reservation of title

Clause 6.1.

The Seller reserves title to all goods and products supplied until payment of all its claims (including the statutory VAT). The balance claim of the Seller based on the entire business relationship with the Customer is secured by the reservation of title.

Clause 6.2.

In case of conduct in breach of the contract on the part of the Customer, particularly in case of a delay in payment, the Seller shall be entitled to take back the purchased item by offsetting this against the purchase price. The taking-back of the purchased item and the seizure thereof by the Seller shall not be considered withdrawal from the contract, unless the Customer expressly stated this in writing.

Clause 6.3.

If the Customer sells, processes or transforms the goods and products delivered by the Seller in the ordinary course of its business, the Customer hereby assigns the claims or receivables to which it is entitled vis-à-vis third parties based on the sale, processing or transformation at the amount of the receivables to which the Seller is entitled according to No. 1 above. The Seller hereby accepts this assignment, however without being obliged to take action against third parties based on the assignment.

Clause 6.4.

The Customer is not entitled to pledge goods and products subject to reservation of title or to transfer them as security to third parties. It is also prohibited from any assignment of the claims to which it is entitled from the sale, processing or transformation of the reserved goods.

Clause 6.5.

In case of the seizure of or other interventions by third parties in respect of the reserved goods, the Customer shall immediately notify the Seller in writing so that it can bring legal action pursuant to Section 771 of the German Code of Civil Procedure. The Customer shall bring the attention of the seizing party or the third party intervening in any other manner in the reserved goods to the Seller's reservation of title. If the Customer fails to do so and the third party does not release the reserved goods in favour of the Seller, the Customer shall be liable for the damage suffered in this connection by the Seller, particularly for the court and out-of-court costs of legal action pursuant to Section 771 of the German Code of Civil Procedure incurred by the Seller and not otherwise reimbursed.



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Clause 6.6.

The Customer is obliged to treat the reserved item with care and to carry out maintenance and repairs at its own expense in due time. Finally, the Customer shall adequately insure the reserved item at its own expense against theft, fire and water damage. The Customer hereby assigns any compensation payments by insurers resulting from these insurance contracts to the Seller who accepts such assignment.

Clause 6.7.

The Seller undertakes to neither disclose the previous assignments nor collect the receivables arising from these in its favour as long as the Customer meets its payment obligations in due time and no petition for opening insolvency proceedings has been filed. Furthermore, the Seller is willing to release the security to which it is entitled upon demand by the Customer provided that the value of the security does not exceed the receivables to be secured according to No. 1 above by more than 20%. The Seller shall be responsible for selecting the security to be released in this connection.

Clause 7 Warranty

Clause 7.1.

The products of the Seller conform with the contract and are free from defects if they do not deviate or deviate only insignificantly from the agreed nature (quality and quantity of goods). Without any express written agreement the Seller shall not guarantee or accept liability for a certain suitability and use of its products. Its liability for deterioration, improper handling or the loss of the goods is also excluded after the risk has passed.

Clause 7.2.

The Customer shall inspect the goods immediately after receipt to determine whether they are free from defects and complete. The Seller shall be notified of obvious defects in writing within 1 week of receipt of the goods and of hidden defects within 1 week after the discovery thereof.

Clause 7.3.

In case of a defect the Seller is obliged to provide subsequent performance. This shall be effected at its option either through the delivery of a replacement or the rectification of the defect. If the Seller fails to successfully provide the subsequent performance within a reasonable period, the Customer may set an adequate deadline for subsequent performance by the Seller and after this deadline has passed in vain, either reduce the purchase price or withdraw from the contract. The Customer has no further claims. In addition, the following No. 7. applies in addition.



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Clause 7.4.

The limitation period for defective deliveries is 1 year and begins upon receipt of the goods. The statutory limitation periods remain unaffected in case of intentional conduct. The limitation period shall not be extended and shall not begin anew through the rectification of the defect or delivery of a replacement.

Clause 7.5.

If the goods involve a used item, it is sold excluding any warranty.

Clause 8 General limitations of liability

Clause 8.1.

To the extent permitted by law and except where otherwise specified in these provisions, the Seller shall be liable for damages only in case of intent or gross negligence. This limitation of liability shall apply to every claim asserted whatever the legal ground and thus includes particularly claims based on an infringement of contractual or out-of-court obligations or statutory claims or obligations upon the initiation of the contract.

Clause 8.2.

Except in case of intent or gross negligence, the Seller shall be liable for typical and foreseeable damage only in case of culpable breaches of duty. The liability of the Seller is also excluded for damage, which did not occur on the product itself. In particular, the Seller shall not accept liability for lost profit or other financial damage of the Customer.

Clause 8.3.

Insofar as the liability of the Seller is excluded or limited, this shall apply to the personal liability of its salaried employees, workers, representatives and vicarious agents accordingly.

Clause 8.4.

None of this shall apply to claims based on the Product Liability Act.

Clause 9 Data protection

Clause 9.1.

The Seller shall save, process and, if necessary, transfer to third parties for contractual implementation using IT means, the personal data and company-related data of the customers of the Seller required for processing the transaction.



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Clause 9.2.

Furthermore, data shall be collected and processed for the Seller's own advertising purposes. No address data of the customers of the Seller shall be disclosed. The customers of the Seller may object to the use, disclosure or transfer of their data for advertising purposes at any time.

Clause 9.3.

All of this shall occur in compliance with data protection laws and provisions. Special importance is attached to the protection and confidentiality of the data of the customers of the Seller.

Clause 10 Applicable law

The law of the Federal Republic of Germany applies exclusively, excluding the UN sales law "United Nations Convention on Contracts for the International Sale of Goods".

Clause 11 Place of performance and place of jurisdiction

Clause 11.1.

The place of performance for both Parties is the registered office of the Seller.

Clause 11.2.

The place of jurisdiction for both Parties is Bad Kreuznach, Germany. Notwithstanding this, the Seller is entitled to bring legal action against the Customer at its place of general jurisdiction.

Clause 12 Final provisions

Should individual provisions of these General Terms and Conditions or agreements reached otherwise be or become invalid, the validity of the remaining provisions and the validity of the contract in other respects shall not be affected. Instead, a provision which most closely approximates the achievement of the object of the contract and its commercial aim shall replace the invalid agreement.



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