

GENERAL TERMS & CONDITIONS

The following terms and conditions for delivery and payment shall govern all deliveries and services of MULTY-SERVICE GOLDT GMBH. Any conflicting customer terms and conditions of the customer are hereby expressly rejected. Any such terms and conditions shall apply only if we expressly confirm them in writing. Acceptance of the delivered goods shall be deemed acknowledgement of our terms and conditions. These General Terms and Conditions shall be deemed as accepted for all future deliveries or services between the parties

I. OFFERS – QUOTATIONS

1. Our quotations shall not be binding with reference to quantities, price and delivery time. The documents and information that belong to the quotation, such as drawings, pictures weight and dimensional details, as well as details about fuel consumption and operating costs are only approximately applicable, unless otherwise agreed upon in writing. MULTY-SERVICE GOLDT GMBH retains the ownership and copyright on quotations and the related documents and information that belong to the quotation, such as drawings, pictures weight and dimensional details. Those documents and information shall not be disclosed to third parties without the written consent of MULTY-SERVICE GOLDT GMBH.
2. Any order issued by the customer shall not be binding on us until it has been agreed upon and confirmed by us in writing. We reserve the right to accept an order issued by the customer within two weeks after placement.

II. SCOPE OF DELIVERY

1. The written order confirmation of MULTY-SERVICE GOLDT GMBH applies for the scope of delivery.
2. Ancillary agreements, amendments or alterations are subject to the written confirmation of MULTY-SERVICE GOLDT GMBH.

III. PRICES – PAYMENT

1. Prices are quoted exclusive of VAT. This will be charged separately in the invoice at the applicable rate according to the pertinent tax regulations. All prices are calculated in Euro ex works and do not include packaging costs with no deduction or discount being granted for immediate payment. Additional services (e.g. Shipping, TÜV approval) will be invoiced separately.
2. Invoices become due for payment without deduction –unless agreed otherwise– upon receipt and has to be paid within 21 days. The payment is deemed to be in time, upon receipt of 21 days after invoicing, unless otherwise agreed upon.
3. The customers right of retention is excluded, as it is not based on the same contractual relation or has not been legally declared binding by court order. MULTY-SERVICE GOLDT GMBH has the right to avert the exercising of the retention by providing a security (e.g. bank guaranty).
4. If payment deadlines are not met, MULTY-SERVICE GOLDT GMBH reserves the right to give rise to all of the statutory consequences of default without any special reminder. Default interests will be charged with 8% surplus of the valid prime interest rate.
5. The place of performance for payments is Wakendorf II, Germany.

IV. DELIVERY

1. Delivery times are only binding if these has been expressly confirmed as binding by MULTY-SERVICE GOLDT GMBH.
2. The delivery deadline starts upon returning the signed confirmation order back to MULTY-SERVICE GOLDT GMBH, however not before the customer has provided the necessary documentation, permits, approvals etc. and the down payment has been received.

3. The delivery deadline is complied, where the goods or services has left the factory in Wakendorf II or MULTY-SERVICE GOLDT GMBH has given notice that the goods or services are ready for shipment.
4. The delivery deadline is suitably extended in case of change in quantities or specifications for the goods or services which is requested by the customer, or any delay caused by any instructions of the customer or failure of the customer to give adequate information or instructions, as well as in the event of labour disputes, look downs or other hindrances arise that go beyond the control of MULTY-SERVICE GOLDT GMBH. MULTY-SERVICE GOLDT GMBH can not held liable or is responsible for delay occurring out of the above mentioned circumstances. This also applies to MULTY-SERVICE GOLDT GMBH where those circumstances arise at subcontractors.
5. The customer must fully fulfil the contractual obligations in order for the delivery deadline to be met.
6. In the event that we are in culpable (intent or gross negligence) delay with regard to delivery times agreed upon, the customer reserves the right to seek compensation of 0,5% / week of the actual installment affected by the delay. The compensation is limited to 5% of the actual installment affected by the delay.

V. TRANSFER OF RISK

1. The risk (accidental loss, destruction or deterioration) passes at the latest upon the delivery to the customer, even where partial deliveries are made or where MULTY-SERVICE GOLDT GMBH has taken on other services, e.g. the shipping costs or transportation and installation. The place of performance for the delivery is Wakendorf II, Germany. All goods and services are delivered ex works.
2. At the request of the customer, the goods and services will be shipped at the expense of the customer. In case of shipment of the goods or services the risk passes to the customer when the goods are handed over to the first carrier.
3. At the request of the customer the shipment of goods will be insured by MULTY-SERVICE GOLDT GMBH at the expense of the customer, against theft, breakage, transportation, fire and water damage as well as other insurable risks.
4. Where shipment is delayed due to circumstances beyond the control of the customer, or where shipment takes place at the request of the customer at a later date to that agreed, then the risk passes to the customer on the day of notification of readiness for dispatch, however MULTY-SERVICE GOLDT GMBH is obliged to insurance the goods or services upon request of the customer and at the expense of the customer.

VI. RESERVATION OF TITLE

1. MULTY-SERVICE GOLDT GMBH retains ownership of the delivered goods and services until it has received full payment due under the delivery contract.
2. The customer is not entitled to pledge or transfer the goods or services until MULTY-SERVICE GOLDT GMBH has received all due payments. The customer immediately has to notify MULTY-SERVICE GOLDT GMBH if the goods or services are subject to distraint, levels of execution or other acts of disposal by a third party.
3. In case of breach of contract, especially where the customer fails to meet the agreed payment deadlines, MULTY-SERVICE GOLDT GMBH is entitled to retract the delivered goods and services after written notice. The customer is obliged to hand over the delivered goods and services.

VII. WARRANTY CLAIMS AND LIABILITY

1. Where the delivery is a commercial transaction for both parties, the customer has to inspect the goods and services upon receipt and shall immediately check quantities, weight, packaging and the conformity of the services and goods with the contractual agreements and notify MULTY-SERVICE GOLDT GMBH without delay, in any case not later than 7 days after receipt of the goods or services, otherwise the goods or services shall be deemed as approved. Hidden defects must be notified without delay, at latest 7 days after their discovery, otherwise the goods shall be deemed approved. Article 377 of the German Commercial Code ("HGB") applies. In case of test drives, the distance must be kept to a maximum of 20 km.
2. The right of the customer to claim for defects or any related claims to defects expires one year after delivery, respectively acceptance.
3. The rights are restricted, at election of MULTY-SERVICE GOLDT GMBH, to rectification of the defect, repair of the defect or delivery of a fault-free goods or services (subsequent fulfillment). In the event of failure to repair the defect or in case of the failure to subsequently fulfil the delivery of fault free goods or services, the customer has the right to reduce or rescind the contract. To rectify the defect and/or to provide a replacement delivery, the customer must give the necessary time and opportunity. Place of rectification / repair of defects is Wakendorf II. Necessarys regarding the rectification of the defects, especially personnel costs, cost for transportation or costs for material are born by MULTY-SERVIC GOLDT GMBH if culpable caused by MULTY-SERVICE GOLDT GMBH. MULTY-SERVICE GOLDT GMBH is not obliged to bear those costs if they're in an inadequate relation to the agreed purchase price. Transportation costs for the delivery of the goods to another place than the place of performance / rectification (Wakendorf II) are to be borne by the customer. Only in urgent cases for operational safety or to prevent disproportionate major damage, of which MULTY-SERVICE GOLDT GMBH must be immediately notified in writing, or where MULTY-SERVICE GOLDT GMBH is in default of rectifying the defect, the customer has the right to rectify the defect or to have the defect rectified by a third party and to demand reimbursement of the necessary costs from MULTY-SERVICE GOLDT GMBH.
4. No liability is given for damage that has arisen due to unsuitable or improper use, deficient installation, respectively commissioning by the customer or a third party, natural wear, erroneous or negligent handling, unsuitable fuels, replacement materials, deficient construction work, unsuitable foundations, chemical, electronic or electrical effects, as these circumstances are beyond the control of MULTY-SERVICE GOLDT GMBH.
5. As a matter of principle, further claims by the customer, in particular for consequential damages are excluded. This does not apply for deliberate or gross negligence by MULTY-SERVICE GOLDT GMBH as well as in the event of any harm to life, the body or to health. The right of the customer to rescind the contract remains unaffected.
6. The above regulations apply accordingly, if the delivered item cannot be contractually used for reasons within the control of MULTY-SERVICE GOLDT GMBH (for example missing or inadequate operating instructions, EU approvals or standards).
7. Where nothing to the contrary is specified above MULTY-SERVICE GOLDT GMBH and its vicarious agents are liable for claims for compensation by the customer from an infringement of duty, from an infringement of obligations during the contractual negotiations and from unlawful acts, as follows:
 - a) The liability for injuries to personnel is in accordance with the statutory regulations;

- b) The liability for damage to property is restricted to the typical foreseeable damage and limited to the fixed price agreed upon in the order confirmation.

- c) The liability for pecuniary loss is excluded.

The liability restriction under b) and the liability exclusion under c) does not apply insofar as a liability limitation according to statutory regulations is not applicable for damage to privately used items according to the law on product.

8. The liability for used items (e.g. used trailers) is excluded.

VIII. MISCELLANEOUS

1. MULTY-SERVICE GOLDT GMBH goods and services are manufactured according to the German road traffic act and according to valid EU regulations.
2. The customer has the responsibility to inquire and determine any rules, guidelines and acts according to the roadworthiness and the necessary approvals of the Ministry of transportation in the intended operational areas. The customer has to inform MULTY-SERVICE GOLDT GMBH immediately and in writing about the deviations necessary to meet the guidelines and laws of the intended operational areas. If the customer fails to inform MULTY-SERVICE GOLDT GMBH or fails to provide proper information (e.g. detailed alteration plans) to adapt the goods and services to the laws, acts and guidelines of the intended operational areas, the MULTY-SERVICE GOLDT GMBH is not responsible for the costs occurring due to the incompliance of the goods and services with the applicable law. In case of deviations between the laws of Germany and the laws of the intended operational areas MULTY-SERVICE GOLDT GMBH has the right to withdraw from the contract within 2 weeks, after the customer has informed MULTY-SERVICE GOLDT GMBH about the deviations and provided the necessary informations.
3. The customer or his agents are responsible for all necessary approvals, import licenses, registrations or any other approvals required by the laws of the intended operational areas.

IX. PLACE OF JURISDICTION, SEVERABILITY CLAUSE, APPLICABLE LAW

1. Where the customer is a trade, merchant, a corporate body in public law or a special asset under public law, the exclusive place of jurisdiction is Kiel, Germany for all disputes arising from the contractual relationship. MULTY-SERVICE GOLDT GMBH is however entitled to call upon every legally pertinent court.
2. Where individual regulations of these conditions shall be void, this shall not affect the validity of the other regulations as such as well as the contract as such.
3. The law of the Federal Republic of Germany applies. The Hague Convention of 01.07.1964 regarding uniform laws on international customer and the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 shall not apply.