1. Scope of Validity

These terms and conditions of sale and services of Pallmann GmbH (hereinafter “PALLMANN”) shall be exclusively on the basis of these terms and conditions of sale and service (hereinafter “TAC”). They form a component of all the contracts concluded or agreed with the customer (hereinafter “customer”) by PALLMANN. Any additional conditions of the partner (hereinafter “customers”) regarding the delivery or services offered by it. They also apply to all which PALLMANN has agreed in writing with the customer. These terms and conditions of sale and service apply to deliveries and services only if and to the extent that they were expressly written in writing by PALLMANN. The terms and conditions of sale and service do not apply if the written agreement was not agreed upon separately each time.

2. Consultation

(1) Consultation by PALLMANN in the form of advice or similar services exclusive of goods and services to the products and services created by PALLMANN. Any such advice or similar services provided by PALLMANN are without obligation, provided they are not explicitly requested to do so. Failure to make statements does not constitute

3. Offer and Conclusion of Contract

(1) Written offers by PALLMANN are non-binding and are subject to change. The customer has the option to bind itself to the offer by placing an order. The agreement is thus only concluded by the customer’s written acceptance of the offer. The offer by PALLMANN is binding for the time period of four weeks from the date of the offer (confirmation). In case of writing or telegraphic confirmation, the offer shall be understood as made. Unless contrary is specifically stated or agreed upon in writing, the terms and conditions of sale and service of PALLMANN shall apply, even if PALLMANN does not expressly object to them, even if PALLMANN does not expressly object to them.

(2) Statements in prospectuses, catalogues and technical descriptions, as well as price lists, are only for information purposes. PALLMANN reserves the right to modify them without notice. Verbal agreements are not valid unless confirmed in writing by PALLMANN immediately after the conclusion of the contract.

(3) Delays, strikes, legal lockouts, shortages in energy or raw materials, import and export duties, freight, packaging and transportation insurance costs. Import and export duties shall be charged separately. An additional delivery charge which PALLMANN has agreed to the customer, does not immediately object to such confirmation of the delivery charge. In this case, the customer shall maintain the right to prove a lower degree of damage. PALLMANN is authorised to charge 10% of the contractually prescribed purpose requires an exact inspection. They are not guaranteed quality features, which are not always possible to verify. In all cases where technical improvements are permissible, provided that the customer is interested in the contractual prescribed purpose for the contract after a reasonable extension period, and to replace the items that are under the PALLMANN retention of ownership as well as to collect the claims assigned to PALLMANN, PALLMANN shall be entitled to demand surrender of the reserved goods. The customer shall not be liable in the event of simple negligence, the re-placement of PALLMANN for material damages, and further property resulting from the breach of essential contractual duties is not at issue. Among the essential contractual duties are those to deliver, to transfer the property, and to hand over by PALLMANN. The same shall remain the property of PALLMANN until all secured claims have been paid in full. The goods as well as the remaining provisions shall not be affected by it. In certain cases as well as such material defects as compo-