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International Terms and Conditions of Sale

Applicable in international business transactions with companies and legal entities under public law.

1. Scope

- 1.1 These general terms and conditions of sale (hereinafter: the "conditions of sale") shall apply to all business transactions between Haaga Kehrsysteme GmbH (hereinafter: "**HAAGA**") and the customer, even if they are not referred to in subsequent contracts.
- 1.2 Terms and conditions of the customer that conflict with, supplement or deviate from these conditions of sale shall not become part of the contract unless their application is expressly approved by HAAGA in writing. These conditions of sale shall apply even if HAAGA makes a delivery to the customer without reservations whilst being aware of the customer's conflicting or deviating terms and conditions.
- 1.3 Agreements which supplement or deviate from these conditions of sale concluded between HAAGA and the customer for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement for the written form
- 1.4 Any rights beyond these conditions of sale to which HAAGA is entitled by law shall remain unaffected.

2. Conclusion of contract

- 2.1 Offers and cost estimates shall be subject to change and non-binding unless they are expressly designated as binding offers.
- 2.2 Illustrations, drawings, weights and dimensions, as well as other descriptions of the goods from the documents relating to the offer, are approximations only unless they are expressly described as binding. Such items shall not constitute an agreement on, or guarantee of, a corresponding quality of the goods.
- 2.3 Orders shall not become binding until they have been confirmed by HAAGA by means of a written order confirmation. Order confirmations that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed written order confirmations. If HAAGA does not respond to offers, orders, requests or other declarations from the customer, this shall only be deemed approval if this is expressly agreed to in writing. To the extent that an order confirmation contains obvious errors, misspellings or calculation mistakes, it shall not be binding upon HAAGA.

3. Delivery; delivery deadlines; default

- 3.1 Unless explicitly agreed otherwise, the delivery will be made "ex works" (EXW in accordance with Incoterms 2010), Wielandstr. 24, 73230 Kirchheim/Teck, Germany; that is, the goods will be made available for pick-up by the customer. On request and at the expense of the customer, the goods may also be sent to another location (hereinafter: "dispatch sale"), whereby in this case HAAGA is entitled to determine the type of dispatch. However, on request and at the expense of the customer, HAAGA will provide transport insurance for the goods against the risks to be specified by the customer.
- 3.2 The scope of the delivery shall be as set out in the written order confirmation from HAAGA. Any changes to the scope of the delivery must be approved by HAAGA in writing to be valid. The right to make changes to the design and form of the goods remains reserved, to the extent that such changes are insignificant and not unreasonable for the customer
- 3.3 HAAGA shall have the right to make partial deliveries provided this is not unreasonable for the customer.

- 3.4 Delivery periods must be agreed in writing. Delivery periods are non-binding unless explicitly designated as binding.
- 3.5 A delivery period shall commence when HAAGA dispatches the order confirmation, but not before all documents, (customs) permits and releases to be obtained by the customer have been provided in full, the agreed down-payment has been received, as well as the timely and proper performance of any other contributions by the customer.
- 3.6 Agreed delivery periods are deemed to have been met if HAAGA has made the goods available at the relevant delivery location by the time the delivery period expires or – for a dispatch sale as defined in clause 3.1 sentence 2 – has handed the goods to the person charged with their transportation, if the customer has announced that it will refuse acceptance. The delivery shall be conditional upon HAAGA being timely and properly supplied by its own suppliers.
- 3.7 If the delivery period is not met owing to force majeure and other disturbances for which HAAGA is not responsible, e.g. war, terror attacks, import and export restrictions (even those concerning HAAGA's suppliers), the agreed delivery periods shall be extended for the duration of the disruption. This shall also apply if HAAGA and/its suppliers are affected by industrial action.
- 3.8 The customer may not rescind the contract as a result of a delay in delivery.
- 3.9 If the customer has entered into a fixed-term framework agreement regarding future deliveries with HAAGA and the customer fails to retrieve the goods in a timely manner, HAAGA may, after a reasonable period of grace set for performance has expired unsuccessfully, deliver the goods and issue an invoice, rescind the contract or, if the customer has acted wilfully – claim damages in lieu of performance.
- 3.10 To the extent that the goods were delivered to the customer on Euro pallets or pallet cages (load carriers), the customer shall be obliged to return the same number of load carriers of the same type and quality to HAAGA at the place where the original delivery occurred.
- 3.11 The customer is obliged to examine the goods inspect the goods for externally recognisable damage upon delivery, to report any damage to the transport company performing the delivery, and to be issued with a corresponding written confirmation. If the customer fails to meet this obligation, it shall be obliged to compensate HAAGA for the resulting damages.

4. Transfer of risk

- 4.1 The risk of an accidental loss or deterioration of the goods shall pass to the customer, as soon as HAAGA has handed over the goods at the delivery location as defined in clause 3.1 sentence 1 or – for a dispatch sale as defined in clause 3.1 sentence 2 – to the person charged with their transportation. This shall also apply if partial deliveries are made or – in an individual case – HAAGA has assumed the transport costs in deviation from clause 3.1 sentence 2.
- 4.2 If the customer defaults on its obligation to take delivery of the goods, HAAGA may claim damages for the losses suffered. The lump-sum compensation amounts to 0.5% of the net price of the delivery per day of delay, up to a maximum of 5% of the net price of the delivery. The contracting parties reserve the right to claim further damages and may prove that a smaller amount of damages was incurred. The risk of an accidental loss or deterioration of the goods shall pass to the customer at the time the customer starts to default on its obligation to take delivery of the goods.
- 4.3 Without prejudice to the customer's claims for defects, if any, the customer shall be obliged to take delivery of the goods supplied even if they contain minor defects. The customer shall also be obliged to accept the goods made

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available if they demonstrate deviations in quantity of up to 5 % or were delivered marginally too early.

5. Prices

- 5.1 The agreed price shall be the price in euros that is stated in the order confirmation. If the customer receives no order confirmation or if this contains no price details, the price list current at the time of delivery shall apply.
- 5.2 Unless otherwise agreed, the prices shall apply "ex works" (EWX according to Incoterms 2010). For a dispatch sale as defined in clause 3.1 sentence 2, the customer shall bear the transport costs and the costs of any potential transport insurance desired by the customer.
- 5.3 If delivery is made more than three months after order confirmation and price increases occur during this period, in particular as a result of wage increases, commodity price increases, general price increases through inflation or comparable circumstances, HAAGA shall be entitled to calculate a correspondingly higher price. HAAGA shall demonstrate proof of the price-changing factors to the customer upon request.
- 5.4 Spare parts shall be delivered and repaired goods returned, provided these are not covered under the liability for material defects, against collection of an appropriate flat-rate fee of EUR 25.00 for delivery and packaging costs, plus remuneration for the service performed by HAAGA.
- 5.5 Claims by HAAGA for payment of the purchase price shall lapse after five years, in deviation from section 195 of the German Civil Code (BGB).

6. Terms of payment

- 6.1 Unless otherwise agreed in writing, the gross price plus the cost of freight and insurance, where applicable, shall be payable within 10 days of the invoice date with a 2% deduction or within 30 days after receipt of the invoice without any discount.
- 6.2 Payments shall be made in the same currency as the price expressed in the invoice. If no currency is specified in the invoice, the price shall always be paid in euros.
- 6.3 A payment is deemed to be made if HAAGA can use the amount.
- 6.4 Transgression of the payment deadline by more than 30 days constitutes a significant breach of the contract.
- 6.5 Without prejudice to other legal recourse, HAAGA may also demand payment of interest of nine percent above the relevant base interest rate of the European Central Bank; the customer shall reserve the right to demonstrate that significantly less interest loss has been incurred.
- 6.6 If the customer defaults on its payment obligations, HAAGA shall have the right to demand immediate payment of all sums arising from the business relationship, even when such claims are not yet due.
- 6.7 Counterclaims on the part of the customer shall only entitle the customer to offset or assert a right of retention, provided such counterclaims are legally established or indisputable. The customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.
- 6.8 HAAGA is entitled to fulfil pending deliveries or services only against an advance payment or security deposit, when upon conclusion of the contract, circumstances are made known that are appropriate in significantly reducing the creditworthiness of the customer, through which the payment to HAAGA of outstanding claims by the customer from the relevant contractual relationship is put at risk. This shall apply accordingly if the customer refuses or fails to make the payment of open claims from HAAGA and no legally established or indisputable objections regarding the claims of HAAGA are raised

7. Warranties

- 7.1 The customer's rights arising from defects shall be contingent upon the customer performing its statutory

obligations to inspect and give notice of defects, pursuant to Articles 38 and 39 of the United Nations Convention on Contracts for the International Sale of Goods (CISG), in particular, on the customer inspecting the goods supplied upon receipt and giving HAAGA written notice of any obvious defects and of defects that could be identified during such inspection without undue delay after receipt of the goods. The customer must provide HAAGA with written notice of any hidden defects without undue delay after such defects have been discovered. In order for such notice to be deemed given without undue delay, within the meaning of sentence 1, it must be given within eight working days, whereby date of receipt of the notice by HAAGA is applicable. If the customer fails to carry out a proper inspection and/or give notice of defects, HAAGA shall not be liable for the defects. When giving HAAGA notice of defects, the customer must provide a written description of the defects.

- 7.2 If notification of defects is made unjustly, HAAGA shall be entitled to demand reimbursement of expenses incurred from the customer, unless the customer can prove that it is not to blame for the unjustified notice of defects.
- 7.3 Claims for rectification shall be excluded in the event of minor deviations in quality, colour, width, weight, equipment or design which cannot be avoided technically.
- 7.4 If the goods contain defects, HAAGA may, at its own discretion, remedy the defects or deliver goods which are free from defects.
- 7.5 The right of the customer to rescind the contract for goods already delivered is excluded unless the contract violation represents a significant breach of the contract and it is not rectified by HAAGA within an appropriate period of time as set by the customer; this must be at least four weeks.
- 7.6 If the subject matter of the contract is not at the place of delivery, the customer shall bear all additional costs which HAAGA incurs when remedying defects, unless such relocation is in line with the contractual use.
- 7.7 Rights arising from defects shall not exist
 - in the event of natural wear and tear;
 - if the quality of the goods or the damage is due to improper handling deviating from the operating instructions, improper storage or maintenance or excessive strain or use;
 - if the quality of the goods or the damage is due to force majeure, to extraordinary external impacts that are not intended according to the contract or to the goods being used in a manner which does not correspond to their contractually intended or customary use;
- 7.8 HAAGA shall not be liable for the quality of the goods with regard to the processing or selection of the materials, if the customer has specified construction or material that deviates from HAAGA's range of services.
- 7.9 The German provisions regarding recourse against suppliers pursuant to sections 478 and 479 of the German Civil Code (BGB) do not apply.

8. Claims for damages

- 8.1 HAAGA shall be liable without limitation – regardless of the legal grounds – for damage resulting from breach of guarantee or from death, limb or damage to health. The same shall apply to wilful misconduct and gross negligence, mandatory statutory liability for product defects (especially under the German Product Liability Act), and liability if defects were concealed with fraudulent intent.
- 8.2 Subject to clause 8.1, HAAGA shall only be liable if material obligations are violated which result from the nature of the contract and are of particular importance for achieving the purpose of the contract. If such obligations are violated, HAAGA's liability shall be limited to the damage that can typically be expected with this contract

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- 8.3 In case of breach of a delivery deadline, HAAGA's liability is limited – subject to clause 8.1 – to damages arising to the customer from the delay, up to a maximum of 5% of the agreed net price.
- 8.4 The liability for damages without fault in the CISG is excluded.
- 9. Time limitations on claims**
The limitation period for the customer's claims for defects shall be 12 months and shall commence when the goods are delivered. Except where agreed out of goodwill, the limitation period shall not start anew as a result of rectification. It shall also apply to tort claims which are based on a defect of the goods. HAAGA's unlimited liability pursuant to clause 8.1 shall remain unaffected.
- 10. Voluntary redemptions**
10.1 Beyond the warranty, goods may only be returned on the express agreement of HAAGA. In each case, a return requires that the goods are in their original packaging and that the goods and packaging are undamaged.
10.2 Provided HAAGA has communicated its consent, the customer will receive a return number. This is to be clearly displayed on the return packaging. The costs for the return shall be borne by the customer and paid to the place of business of HAAGA.
10.3 A flat-rate processing fee shall be charged for each return, the amount of which shall be agreed upon in each individual case and which is EUR 25.00 in cases of doubt. If, contrary to clause 10.1 sentence 2, the goods or packaging are damaged, HAAGA shall be entitled to reject the return or to charge the reprocessing costs to the customer. In the absence of an agreement to the contrary, this shall be 15% of the agreed net price, or a minimum of EUR 25.00.
10.4 If a return is made without HAAGA's explicit agreement, HAAGA shall be entitled to reject the return or to store the goods at the customer's cost and risk. The storage costs amount to at least EUR 25.00 per week.
- 11. Retention of title**
The goods supplied shall remain the property of HAAGA until the purchase price in respect of the goods has been paid in full. The customer shall be obliged to take the necessary measures to comply with the retention of title – or a comparable security right in the country in which it is established or in a different destination country – and to demonstrate this to HAAGA upon request. Non-compliance constitutes a significant breach of the contract.
- 12. Rescission**
12.1 If the customer is in breach of the contract, in particular, if the customer defaults on its payment obligations, HAAGA shall be entitled without prejudice to its other contractual and statutory rights to rescind the contract following the expiry of an appropriate grace period. No grace period is required provided the preconditions of clause 6.4 are met.
12.2 HAAGA shall also have the right to rescind the contract without a grace period if the customer stops payment or files for insolvency or applies for the institution of similar proceedings against its assets for debt settlement purposes.
12.3 After notice of rescission has been given, the customer must grant without undue delay HAAGA or its contractors access to the objects subject to the retention of title and surrender such goods. Following an appropriate, timely announcement, HAAGA may utilize the objects subject to the retention of title to settle any matured claims against the customer. Upon deduction of reasonable utilization costs, the utilization proceeds shall be credited against the customer's liabilities.
- 11.1 The provisions of this clause **12Fehler! Verweisquelle konnte nicht gefunden werden.** shall not operate to limit any statutory rights or claim.
- 13. Confidentiality**
13.1 The customer shall be obliged to treat all information about HAAGA that becomes available to the customer and is designated as confidential, or can be identified as a trade or business secret due to other circumstances, as confidential for an unlimited period of time. The customer may not record, disclose or exploit any such information.
13.2 The customer shall enter into adequate contractual agreements with the employees and agents working for it to ensure that they, too, refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such trade and business secrets for their own purposes.
- 14. Governing law**
The legal relations between the customer and HAAGA shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG). Questions concerning matters not governed by this convention or that cannot be settled in accordance with its guidelines must be decided upon in accordance with the substantive law applicable at the place of business of HAAGA.
- 15. Place of jurisdiction; court of arbitration**
15.1 For all legal dispute arising out of or in connection with this agreement and its implementation, the contracting parties may choose whether to turn to the ordinary courts of law or whether to bring the matter before a court of arbitration.
15.2 If the parties turn to the ordinary courts of law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement and its implementation shall be the place of business of HAAGA. However, HAAGA is also entitled to make the claim at the place of business of the customer instead.
15.3 If the contracting parties appeal to the court of arbitration, a final decision shall be made on all disputes arising from or in connection with this agreement in accordance with the Rules of Arbitration of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit* e.V. or DIS). The rules of arbitration can be viewed at <http://www.dis-arb.de/de/16/regeln/uebersicht-id0> in languages including German, English, French, Spanish, Chinese, Russian, and Turkish.
15.4 The court of arbitration shall consist of three arbitrators. Unless otherwise agreed by the contracting parties, at least one of the individual arbitrators must be a lawyer. The arbitrators must have a good command of the language of arbitration.
15.5 The language of arbitration shall be German unless the parties have agreed upon another language of arbitration. The place of arbitration is STUTTGART, Germany.
- 16. Other**
16.1 Transfer of the customer's rights and obligations to third parties is only possible with the written consent of HAAGA.
16.2 The place of performance for all obligations that are to be performed by the customer and HAAGA shall be HAAGA's place of business.