

MAGOE Consulting and Trading

General Terms and Conditions of Business

1. Scope of Application

These General Terms and Conditions (GTC) apply exclusively to all offers, deliveries and services and the corresponding conclusions of contract.

2. Definition of our customers

Our customers are entrepreneurs with the meaning of § 14 of the German Civil Code (BGB), which says that an entrepreneur means a natural or legal person or a partnership with legal personality, who or which, when entering a legal transaction, acts in exercise of his or its trade, business or profession.

3. Delivery Prices

Goods shall be delivered for the agreed price. Our prices exclude any Value Added Tax (VAT) and are ex works.

4. Conclusion of Contract

Upon ordering the customer makes a binding declaration of his intent to purchase the ordered article. We will inform you as soon as possible, but within two days at the latest, about acceptance or rejection of your offer of contract.

5. Payment

All payments have to be settled without deductions on receipt of invoice, by bank transfer.

6. Passage of Risk

The risk of accidental loss of the goods shall be passed to the customer from the place of performance.

7. Report of damages

The customer has to check immediately for cognizable damages, wrong deliveries and missing parts. These damages must be reported in writing within one day of receiving the goods.

8. Limitation of Liability

We are not liable for damages caused by slight negligence of non essential contractual obligations.

9. Reservation of Ownership

We reserve the right of ownership for the delivered products (conditional commodity) until all claims arising from the business relationship with the customer are settled.

10. Severability Clause

If any provision of these terms and conditions should become invalid, unenforceable, illegal or in conflict with any law of any jurisdiction, validity, legality and enforceability of the remaining provisions shall not in any way

be affected or impaired thereby.

The invalid provision is to be replaced by a valid provision that comes closest to the meaning of the ineffective or void provisions.

If the provisions of the contract are found to be incomplete, they shall be replaced by an appropriate provision which represents the closest proximity to what the contractual parties would have intended in accordance with the purpose of this contract, if they had considered this point when concluding the contract.

11. Place of jurisdiction

The place of jurisdiction is Bochum.

The law of the Federal Republic of Germany shall govern the business relationship. UN sales law shall be included.

Dear Customer,

this English translation of the General Terms and Conditions is provided solely for the convenience of the customer.

The German text is the sole authoritative and binding version and prevails in any case of conflict.