



**wood & energy**

I.B.H. Sägewerk GmbH | Harperscheid

## GENERAL TERMS AND CONDITIONS OF SALE

These terms of sale, delivery, and payment form an integral part of all our sales.

Deviating agreements are only binding if confirmed in writing by the seller.

Schleiden is considered the place of performance for all sales.

The court of jurisdiction for disputes is SCHLEIDEN.

German law is applicable.

### OFFER

- a) All offers are non-binding – subject to prior sale.
- b) Orders concluded by our agents require written confirmation by the seller.
- c) All freight, customs, exchange costs, etc., are calculated according to the terms valid on the date of sale.
- d) Taxes are always borne by the buyer. In the case of a tax exemption, the buyer is obligated to notify this in writing at the time of order confirmation.

### DELIVERIES – ACCEPTANCE – RISKS

- a) The acceptance of the goods takes place before shipment at our sawmill, even in the case of delivery free of charge.
- b) The wood is sold without warranty for hidden defects. The dimensions of the sawn wood are to be considered as "nominal dimensions." The seller does not guarantee absolute dimensional accuracy. The calculation of dimensions is carried out according to NBN 219 01 to 04.
- c) All transport risks, even in the case of delivery free of charge, are borne by the recipient.
- d) The delivery times specified are approximate. Any delay in delivery does not entitle the buyer to claim damages or cancel the order.
- e) Force majeure includes strikes, lockouts, bad weather, machine breakdowns, fire, frost, shortages of raw materials, and, in general, all production reductions as well as a lack of transport options. This list is given as an example and is by no means exhaustive. Force majeure exempts the seller from damages resulting from non-delivery or delayed delivery.  
The buyer is not entitled to cancel the purchase or buy elsewhere at the seller's expense.

### PAYMENTS – COMPENSATIONS

- a) The goods remain the property of the seller until the full purchase price has been paid.
- b) All invoices must be paid within 30 days after the end of the month, in SCHLEIDEN. Even in the case of payment by bill of exchange, the seller retains this right.
- c) Any complaints regarding our invoices must be submitted within 8 days of receipt of the invoice. After this period, the invoices are considered accepted.
- d) In the event of a change in the buyer's situation, the seller reserves the right to either terminate the contract or demand a guarantee.
- e) In the case of delayed payment, protest of a cheque, or bill of exchange, all outstanding claims arising from the business relationship become immediately due. The seller is entitled to suspend deliveries or terminate contracts without any claims arising from undelivered quantities.
- f) In the event of delayed payment, the seller may charge default interest of 15%. If invoices remain unpaid 15 days after receipt of a registered letter, a penalty clause of 15% of the invoice amount – with a minimum of €500 – will be applied without further notice.