

General Terms and Conditions
ROPA BAUMASCHINEN GMBH
Bad Bentheim, Germany

Article 1 Definitions

In these general terms and conditions, the following terms have the following meanings:

- a. Customer: the (legal) person to whom Ropa Baumaschinen submits a quotation or with whom Ropa Baumaschinen enters into an agreement.
- b. General Terms and Conditions: the present General Terms and Conditions of Ropa Baumaschinen.
- c. Ropa Baumaschinen: the private limited company Ropa Baumaschinen that issues a quotation to the Client or concludes an agreement with the Client.
- d. Agreement: the agreement between Ropa Baumaschinen and its customer.
- e. Machines: supplied machines, attachments, parts, accessories and tools, as well as all related goods.

Article 2 Applicability

1. All agreements of purchase and sale are exclusively governed by the following General Terms and Conditions.
2. Deviating clauses only apply if Ropa Baumaschinen and the Client have agreed to them in writing and then only for the agreement in which they were made; otherwise, the following General Terms and Conditions remain in force.
3. General Terms and Conditions of the Client do not apply and are expressly rejected.
4. The purchase agreement is concluded under the resolutive condition that you have paid the full purchase price within two weeks of the date of invoice - order confirmation. In the absence of timely and full payment, the agreement is dissolved by operation of law.

Article 3 Offers

1. All offers are without obligation.
2. If the Customer provides Ropa Baumaschinen with data, drawings, etc., Ropa Baumaschinen may assume that this is correct and will base its offer on this.
3. Ropa Baumaschinen is not liable for errors and deviations from images, mentions of weights and measures and in price lists and in offers and/or order confirmations.
4. The prices mentioned in the offers are based on delivery from Bad Bentheim, "ex-works", in accordance with the Incoterms 2010. Unless explicitly agreed otherwise. The prices are exclusive of VAT and packaging.

Article 4 Complaints

Complaints on delivered used machines will not be processed by Ropa Baumaschinen, unless otherwise agreed in writing.

Article 5 Assembly and the like

1. The purchase price does not include the costs of assembly and commissioning.
2. If, as a result of circumstances, independent of the will of Ropa Baumaschinen, our technician cannot continue with the assembly and commissioning on a regular basis, the resulting costs will be borne by the Customer.
3. Ropa Baumaschinen shall, subject to its responsibilities described elsewhere in these General Terms and Conditions, never be liable for any indirect damage such as business shutdown, delay, malfunction or any other loss of profits for any reason or nature. Ropa Baumaschinen is also never liable in particular for any direct or indirect damage, which is caused to or by the operation or non-operation of the goods delivered or processed by Ropa Baumaschinen or by personnel employed by Ropa Baumaschinen, directly or indirectly, to goods and persons of any kind or whoever.

Article 6 Liability

1. Ropa Baumaschinen is not liable for damage caused as a result of any shortcomings in the fulfilment of its obligation(s) towards the Customer. The fulfilment of the obligation from warranty/advertising as described is considered to be the sole and full compensation. Any other claim for damages, including those relating to trading interruption (standstill damage, loss of income and other indirect damage of any kind) and damage resulting from liability towards third parties, is expressly excluded.
2. Ropa Baumaschinen is also not liable for intent or (gross) negligence on the part of subordinates or others it has engaged in the context of the performance of the agreement.
3. Ropa Baumaschinen accepts no liability for advice provided by or on behalf of it.
4. Ropa Baumaschinen is not liable for damage to third-party motor vehicles on its site.

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Article 7 Warranty

1. Ropa Baumaschinen supplies used machines. Based on this, no guarantees can be given on quality and lifespan. Warranties only apply if agreed in writing.
2. Ropa Baumaschinen cannot check the accuracy of the hours and years of construction with certainty, so no guarantees can be given on these factors.
3. Ropa Baumaschinen offers the customer (at his own expense) the opportunity to subject the machine to an inspection himself. Ropa Baumaschinen determines the location and time of the inspection.
4. If there is a guarantee, this consists in Ropa Baumaschinen repairing the defects in the delivered goods as soon as possible at its expense, replacing or crediting a proportionate part of the invoice, insofar as the Customer demonstrates that they have been repaired or credited a proportionate part of the invoice within the period referred to under 1. have come to light or are wholly or partly a result of faulty material and/or improper construction or workmanship.
5. Compliance with the warranty provisions is the sole and complete compensation, any further liability whether due to direct or indirect damage, costs and interests for any reason whatsoever is expressly excluded.
6. Parts that are subject to premature wear due to their nature or operating conditions are not covered by the warranty provisions, nor is damage resulting from negligent and improper handling, excessive loading or other influences.
7. If the Customer carries out any repairs or changes during the warranty period without the prior permission of Ropa Baumaschinen, or has them carried out by others, Ropa Baumaschinen's warranty obligation will immediately lapse. The Client does not have the right to refuse payment on the grounds that Ropa Baumaschinen has not, or has not yet fulfilled its warranty obligation, or has not fully fulfilled it.
8. If Ropa Baumaschinen replaces certain parts of goods given for repair, these replaced parts become his property.

Article 8 Changes

1. Changes or cancellations of a purchase agreement require the written consent of Ropa Baumaschinen.
2. If the Client wishes to change or cancel the concluded agreement, it is obliged to compensate Ropa Baumaschinen for all damages and costs arising from the change or cancellation.

Article 9 Delivery

1. Delivery takes place in condition "As-is", unless otherwise agreed in writing.
2. Compared to the agreed times of delivery, they can only be given approximately. Although we will always try to meet the delivery deadlines as much as possible, Ropa Baumaschinen is never liable for the consequences of exceeding the deadline.
3. Such an overrun does not give the Customer the right to cancel the order or to refuse the receipt or payment of the goods, nor does it oblige Ropa Baumaschinen to pay any compensation to the Customer, nor to delivery from stock.
4. Delivery will only take place when the Customer has fully fulfilled all its obligations. In the event of no or incomplete fulfilment of the obligations, the machine in question will not leave the Ropa Baumaschinen location.

Article 10 Force majeure

Force majeure also includes all circumstances that can reasonably be considered to stand in the way of delivery or timely delivery of the sold goods, such as non-delivery or late delivery to Ropa Baumaschinen by its supplier, as well as if Ropa Baumaschinen does not receive the goods sold to it by its supplier or does not receive them on time, in which cases Ropa Baumaschinen has the choice to postpone the delivery or to cancel the purchase agreement.

Article 11 Price

1. The sales price quoted by Ropa Baumaschinen is based on its purchase price and other cost factors. If one of these cost price components is increased after the confirmation of the order, but before delivery of the goods, Ropa Baumaschinen has the right to pass on that increase to the Customer.
2. Without prejudice to the general applicability of this clause, it applies in particular to a change in import or export duties or other duties or taxes occurring after the order confirmation has been sent and to a change in the exchange rate of the Euro against the foreign currency in which Ropa Baumaschinen has purchased the goods.

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Article 12 Payment

1. Regardless of the agreed payment conditions, the Client is obliged to provide what it deems sufficient security for payment at the request of Ropa Baumaschinen. If the Client does not comply with this within the set period, it will immediately be in default. In that case, Ropa Baumaschinen has the right to agreement and to recover its damages from the Customer.
2. Payment shall be made at the place of establishment of Ropa Baumaschinen or on an account designated by Ropa Baumaschinen.
3. During the execution of an agreement, Ropa Baumaschinen is entitled to suspend the fulfilment of its obligations until the Customer has provided security for the fulfilment of all its obligations under the agreement at the request and to the satisfaction of Ropa Baumaschinen.
4. Unless otherwise agreed in writing, payment must be made in cash without discount for delivery of the goods, regardless of whether all or only part of the goods sold is delivered. Guilt offsetting is not allowed.
5. As long as the Client has not paid the purchase price owed by him, insofar as it is due, Ropa Baumaschinen is entitled to suspend the fulfilment of its obligations.
6. The sold property remains the property of Ropa Baumaschinen until the Customer has fulfilled all its obligations under or as a result of the purchase agreement. Before that, the Customer is therefore not free to resell the sold goods, to encumber them in any way, to process them or to dispose of them in any other way without the prior written consent of Ropa Baumaschinen.
7. From the day on which payment should have been made, the Customer shall pay as interest on the amount due the official interest rate for commercial transactions of the European Central Bank applicable on the due date, increased by 3.5%.
8. If the payment term has been exceeded by more than one month. Is Ropa Baumaschinen authorized to calculate the associated collection costs if it uses appropriate persons or institutions to collect the claims?

Article 13 Transfer of risk

1. In the case of purchase, delivery takes place ex works, in accordance with the Incoterms 2010; the risk of the item passes at the moment that Ropa Baumaschinen makes it available to the Client.
2. Notwithstanding the provisions of 13.1, Ropa Baumaschinen and the Customer may agree that Ropa Baumaschinen will take care of the transport. In that case, the risk of storage, loading, transport and unloading also rests with the Customer.
The customer can insure itself against these risks. Obligations entered into towards third parties do not change this and are deemed to have been accepted in the interest and at the expense of the Customer.
3. If the purchase involves trade-in and the Client continues to use the item to be exchanged pending delivery of the new item, the risk of the item to be exchanged remains with the Client until the moment that it has placed it in the possession of Ropa Baumaschinen.

Article 14 Breach of contract by the Customer

1. If the Client does not comply with one or more of its obligations, if it is declared bankrupt, if it applies for a suspension of payments, if it proceeds to liquidate its assets or if its assets are seized in whole or in part, Ropa Baumaschinen has the right to consider the purchase agreement or the part that has not yet been executed as dissolved, without any judicial intervention being required and to recover the goods delivered but not yet paid, without prejudice to his right to reimbursement of costs, damages and interest.
2. In the event of non-compliance with one of its obligations, the Client is in default by the mere expiry of any agreed term, without notice of default being required.
3. An advertisement does not suspend payment obligations.
4. If the client remains in default of payment and/or purchase for more than fourteen days, Ropa Baumaschinen is entitled to sell the sold goods again without further notice, in which case the deposit made to Ropa Baumaschinen will lapse as compensation for the damage it has suffered.

Article 15 Retention of title and right of pledge

1. After delivery, Ropa Baumaschinen remains the owner of delivered goods as long as the Customer:
 - a. fails or will fail to comply with its obligations under this agreement or other similar agreements.
 - b. does not pay or will not pay for work done or to be performed under such agreements.
 - c. Has not paid claims arising from the non-compliance with the above-mentioned agreements, such as damages, penalty, interest and costs.
2. As long as there is a retention of title on delivered goods, the Client may not encumber them outside its normal business operations.
3. After Ropa Baumaschinen has invoked his retention of title, he may retrieve the delivered goods. The customer allows Ropa Baumaschinen to enter the place where these items are located.
4. If Ropa Baumaschinen cannot invoke its retention of title because the delivered goods have been mixed, deformed or checked, the Client is obliged to pledge the newly formed goods to Ropa Baumaschinen.

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Article 16 Sanctioned countries

1. Ropa Baumaschinen adheres to the sanction legislation in force on the date of the agreement. Based on the regulations, we do not do transactions with sanctioned entities and persons. The Buyer confirms and warrants to Ropa Baumaschinen that on the date of this Agreement: a. it is not a person or entity on the sanctions list of a sanctioning body (such as, but not limited to, the Security Council of the United Nations, the European Union and a competent sanctioning body in Ropa Baumaschinen's country of residence) that is directly or indirectly affected by sanctions imposed by such a sanctioning body; b. does not violate any applicable sanctions, has not involved any person or entity mentioned in paragraph (a) above in the negotiation of, or entering into or performance of an Agreement.
2. The Customer is prohibited from subsequently directly or indirectly re-importing the delivered goods to Iran, Syria, Cuba, North Korea, the occupied regions in Ukraine, Belarus, Sudan, Russia and to sanctioned entities and persons according to the sanctions laws and regulations that apply on the date of agreement.
3. If, after concluding an agreement, a sanction has been violated by a direct or indirect buyer of Ropa Baumaschinen, Ropa Baumaschinen has the right to recover all financial consequences from the party with whom Ropa Baumaschinen has entered into an agreement.
4. Ropa Baumaschinen has the right to withdraw a tender if it suspects that the regulations relating to the sanctioned countries are not being complied with. If it turns out that the goods are being delivered on to sanctioned entities or persons before the delivery of goods, Ropa Baumaschinen is forced to dissolve the agreement with immediate effect.
5. Ropa Baumaschinen has the right to request additional information about the buyer and/or future buyer, and the buyer must always provide the requested documents at the request of Ropa Baumaschinen. These documents will only be used for the investigation process that Ropa Baumaschinen must carry out before an agreement can be concluded. If the buyer is not willing to provide the documents, Ropa Baumaschinen has the right to dissolve (verbal) agreements.

Article 17 Storage

1. If the Customer does not receive machines, does not come/leave them delivery to the address provided by the Customer is not possible, the machines will be stored for a maximum of 30 days, or longer if Ropa Baumaschinen deems it desirable, at the expense and risk of the Customer. In this case, as with any other (attributable) shortcoming of the Customer, at all times the authority to either comply with the agreement or the agreement after written notice of default to dissolve (or have dissolved) in whole or in part, all this without prejudice to its compensation for the damage suffered and the loss of profit, the costs of the storage of the goods.

Article 18 Translations

1. If a translation is made of these General Terms and Conditions and if differences in interpretation arise between the German text and the texts in the foreign language, the German text will be decisive.

Article 19 Applicable law and choice of forum

1. German law applies
2. The CISG does not apply, nor does any other international regulation from which exclusion is permitted.
3. Only the civil court with jurisdiction in the place of establishment of Ropa Baumaschinen will take cognizance of disputes, unless this is contrary to mandatory law. Ropa Baumaschinen may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.
4. The parties may agree on another form of dispute resolution, such as arbitration or mediation.

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