



STB – STANDARD BUSINESS TERMS

Section § 1 – General Points, Area of Application

1. Our terms of business apply to all current and future business relationships.
2. Consumers in the sense of these business relationships are natural persons with whom we enter into business relationships without this giving rise to commercial or self-employed vocational or professional activities. A businessman in the sense of these terms of business is a natural person or legal entity or legally-established partnership with whom or with which we enter into business relationships that have to do with the practising of a commercial or self-employed professional activity. A client in the sense of these terms of business is both a consumer and a businessman.
3. Deviating, contradictory or supplementary general terms of business of the client, even if known, form no component of the contract, unless we explicitly agree in writing to their validity.
4. The Customs Tariff Code is indicated according to the harmonized system.

Section § 2 – Coming Into Effect of a Contract

1. Our offers remain non-binding until they are accepted. Our offers are made exclusively on the basis of the following conditions.
2. Our disclosures in offers, brochures, illustrations and drawings, and any details on measurements and weight, are average values. They are not assured attributes, but rather descriptive presentations of our products. The same applies to samples provided by us. We reserve the right to make technical alterations or alterations in form/colour and/or weight, provided such alterations remain within the bounds of what is reasonable.
3. On ordering our products the client declares definitively to award the order. We are entitled to accept the contractual offer constituted by the order within two weeks of receipt of the order. The acceptance can be given in writing, by fax or by electronic means, or by handing over our product to the customer ordering.
4. If the client orders our product by electronic means, we will confirm receipt of the order. This confirmation of receipt, however, is not yet a binding acceptance of the order, although confirmation of receipt can be bound to the declaration of acceptance.
5. In our confirmation of order and/or our letter of confirmation we will describe precisely the product ordered, any further performance to be rendered by us. We will also provide the production time which is valid from the moment of the final clarification of all data and documents required for production, if available at that time.
6. The conclusion of contract is undertaken subject to the provision of correct and timely receipt of our deliveries via our suppliers. This applies only in cases in which we are not answerable for the non-delivery. The client will be informed about any non-availability of performance. Counter-performance already rendered will be refunded.

Section § 3 – Confidentiality Clause

The client is not allowed to pass on data acquired in the context of the business relationship to unauthorized third parties, and to securely protect and safeguard such data against access and misuse by unauthorized persons.

Section § 4 – Passing of Risk

1. Passing of Risk is as per delivery terms Incoterms® 2010 according to ICC, Paris (France) and f.c.s.r.&c.c.
2. The carrier is responsible for the safe transport of our goods in the legal frame work according to the agreed delivery term. It's the duty of the carrier to transport the goods with the best possible safety measures. The carrier must also possess every necessary tool to protect shipment from damage. If not, we reserve the right to refuse the handover of goods until the requested safety measures have been implemented to the satisfaction of our loading staff. If our goods get harmed through bad management caused by insufficient loading security and/or inappropriate driving style of the carrier and/or its representative(s), the shipper may be prosecuted for all costs which are caused by it in the past, present and in future.

Section § 5 – Place of Jurisdiction, Applicable Law

The law of the Federal Republic of Germany applies. The provisions of the UN purchase law are not applicable. The general place of jurisdiction is within Germany.

Section § 6 – Prices, Terms of Payment

1. The price quoted by us in our offer is in Euros unless another currency is especially designated, binding and valid for 4 weeks. Unless otherwise stated, the minimum charge for labor items is 0,5 Im per piece respectively for cut to size 0,2 m² per piece.
2. Our prices are to be understood as, FCA JMS factory, according to Incoterms® 2010, ICC, - if not explicitly mentioned otherwise - freight fares and other related cost are not included.
3. Payments must be made in the offered currency only, without deduction and according to the agreed payment terms in the proforma invoice or order confirmation. After this period, the client is in default. Cash discounts are only permissible if this has been explicitly agreed with us. All foreign bank charges are to clients account. We reserve the right to reclaim unauthorized deductions. If the client is a consumer, he or she will be charged interest on the due debt during the period of default at a rate of 5 % above that of the base rate of interest. If the client is a businessman, interest at a rate of 8 % above the base rate of interest will be charged on the due debt. We reserve the right to prove a higher level of damage and to enforce this.

Section § 7 – Guarantee

1. The client must sent to us a written notification and pictures of obvious defects immediately after receipt of the goods, otherwise enforcement of the guarantee entitlements are excluded. The deadline is met if the written notification is dispatched in good time. The client bears the full onus of proof for all preconditions for entitlement, particularly for the defect itself, for the point in time of discovery and for the timely dispatch of the notification of defects. Such notice of defects must at any rate be given before the installation or the processing of our product. If notice of defect is not given on time, our delivery is regarded as having been carried out according to contract. If, after a failed attempt at subsequent performance, the client opts, due to legal shortcomings or to material defect, to withdraw from the contract, no further claim to compensation due to the defect exists. If, after a failed attempt at subsequent performance, the client opts for compensation, the goods are to remain with our client, in as much as this can be reasonably expected of the client. The compensation is limited to the difference between the purchase price and the value of the defective item(s). This does not apply in cases in which we have deceitfully brought about the breach of contract.
2. Guarantees in the legal sense of the term are not given to the client by us. Any manufacturers' guarantees and warranties remain unaffected by this.
3. The goods embrace the following conditions, on which we hereby give an explanation for our clients. Our natural stone cannot be quite uniform in its colors, strength and processing. The right to deviations in these respects is retained, provided these lie in the nature of the materials used and are in this respect customary, even if delivery is to be made on the basis of submitted average samples.
4. Our material is quoted and fabricated according to DIN-18332. Any further requirements exceeding the provisions of the respective DIN/EN norms for the production of natural stone, such as rectification and calibration need to be inquired explicitly.
5. Random slabs can only be shipped if they are loaded in full containers at our factories.

Section § 8 – Final Provisions

If any of the provisions of the contract with the client including our Standard Terms of Business proves to be invalid, whether in whole or in part, and whether at present or at some future date, this will not affect the validity of the remaining provisions. The wholly or partially invalid regulation will be replaced by a regulation that most closely corresponds to the economic intentions of the invalid regulation.