

General terms of delivery and sale for customers
with their place of business outside Germany

(April 2018)

All business transactions with customers resident outside the Federal Republic of Germany are subject to the UN Convention on Contracts on the International Sale of Goods (UN Sales Law) unless its regulations are modified or amended by the provisions set out below. We do not accept any deviating or conflicting terms and conditions unless we have explicitly consented to their application.

1. Our quotations and offers are binding unless explicitly referred to as non-binding.
2. Delivery is EXW under Incoterms 2010.
3. Title to the contract goods will only pass to the customer after the goods have been paid in full.
4. Unless agreed otherwise, payment is to be made in €. If payment is not made when due, the customer will have to pay interest from the due date in the amount of 8 % above the European Central Bank base rate valid at the time. In the event that the customer is in default with payments he has the obligation to reimburse hotset costs for lawyers, court fees and enforcement fees which hotset incurred to collect customers payment.
5. The delivered goods must be inspected immediately, i.e. without undue delay (“unverzüglich”). Notice of defects or non-compliance with the contractual quality requirements must also be given immediately, i.e. without undue delay (“unverzüglich”). Such defects or non-compliance with the contractual quality requirements can only be claimed within a preclusive period of 6 months from the receipt of the goods; this preclusive period also applies in the case of hidden defects.
6. hotset products and the appropriate auxiliary equipment are developed for applications in the professional sector. Our products are intended for being processed by specialist tool-making firms and the like which are familiar with the recognized standards of good practice, the relevant DIN standards and the guidelines of the guilds and professional associations.

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7. The customer is only allowed to use - vis-à-vis his customers and/or in his advertisements - the hotset series designations and the name “hotset” or any protected hotset marks or trademarks in connection with the products manufactured by him if he has used no other than the appropriate hotset products and auxiliary equipment for manufacturing his products. Likewise, the customer is only allowed to use statements and information from our sales documents for his own products if he has used no other than hotset products for the manufacture of his own products.
8. All general documents issued by hotset that pertain to the combination, assembly, arrangement or processing of our products as well as any reports on combinations and installations that have already been completed are mere application proposals that do not contain any binding technical statement for any specific individual case. When using such documents, the customer is always under the obligation to consider in a self-critical way whether the existing proposals are suitable and appropriate for his specific case and purpose in each and every respect since it is impossible to cover, in the said general documents, the multitude of installation and performance situations actually occurring in the practice. In case of doubt, the customer must request our technical support for the specific application in question.
9. hotset cannot be held liable, and does not give any warranty, for products that are manufactured by the customer combining hotset products and products or auxiliary equipment from other manufacturers. The exclusion of liability and warranty does not apply in the case of a defect of the hotset product provided that the customer proves that the defect or damage is not due to the use of such third-party products.
10. All claims of the customer for defects or non-compliance of the goods with the contractual quality requirements are subject to a limitation period of 12 months from the date of due notice given in accordance with sec. 5.
11. In the case that the goods do not comply with the contractually agreed quality, we have - notwithstanding Art. 46 of the Convention - the right to provide substitute delivery instead of subsequent remedy or rectification. In this case, the customer is obliged to make the rejected goods available to us at our expense.
12. We can only be held liable for damages for non-compliance of the goods with the contractual quality requirements if such non-compliance is due to our fault, i.e. a negligent or intentional conduct on our part. Our liability for damages is limited to a maximum amount of € 25,000.00.

13. The customer warrants that the goods, manufactured by us in accordance with the customer's instructions or specifications do not infringe third-party rights. In the case that we are held liable by a third party for an alleged infringement of protective rights relating to the manufacture or delivery of such goods, the customer will indemnify us against any and all such claims. In such a case, we will only take defence action if the customer requests us to do so by bindingly confirming at the same time that the customer will bear all costs related to such an action. In such a case, we will be entitled to demand provision of security with respect to the costs of litigation.
14. The customer is not allowed to use the documents and drawings made available to him as well as any constructive creations or proposals for the design and manufacture of hot runners and manufacturing equipment provided by us for any other than the mutually agreed purpose. The customer is not allowed to make such documents, drawings, creations or proposals available to a third party or publish or have them published in whatsoever manner without our consent.
15. In the event that any of these provisions should be invalid, this will be without prejudice to the validity of the remaining provisions of the contract.
16. The place of jurisdiction is that of the domicile of seller. However, we are also entitled to alternatively sue the customer at his domicile (i.e. the place of general jurisdiction over the customer – "allgemeiner Gerichtsstand").
17. In addition to preceding terms item 1.-16. for contracts which are concluded in the e-commerce via the myhotset portal the following terms shall apply.

17.1. Scope of application

The myhotset portal serves exclusively for the conclusion of contracts with entrepreneurs. We explicitly emphasize that no sales transactions are concluded with consumers.

17.2 Admission as user

The use of our myhotset portal requires hotsets prior consent. You are not entitled to claim admission to our portal. We send you an email with your access data comprising log-in name and password. When you use the portal for the first time, you will be requested to change your password. You are obliged to keep the access data secret and not to disclose it to third parties.

17.3 Data protection

We process data exclusively in accordance with our privacy policy, which you can download under <https://www.hotset.com/de/impressum/>.

17.4. Contract conclusion, storage of contract wording, information duties

- (1) In our myhotset portal, you can either purchase stock goods or configure the parts you want to purchase yourself. For stock goods, you can simply add them to your shopping cart. For parts which you want to configure yourself, please use our configurator. The configurator checks by the information and data provided by you whether the requested part can be produced. If this is the case, you can add the configured part to the shopping cart. After that, you can check the goods in your shopping cart once more and make changes, if required.
- (2) At the end of the ordering process you may either click the button “send order” to place a binding purchase order or you click the button “request offer” to request an offer. If you place a binding purchase order, you will receive an email confirming receipt of your purchase order which however does not yet induce contract conclusion. The contract is only deemed concluded if and as soon as we accept your offer for contract conclusion by an appropriate confirmation email or by dispatch of the ordered goods. If you request an offer, we will send you the offer by email. In this case, the contract is concluded if and as soon as you accept our offer. In both cases, you will receive an order confirmation.
- (3) The contract is concluded either in German or English. We store the contract wording and provide you with the contract wording together with either the confirmation email by which contract conclusion is induced or with the consignment of the ordered goods or after that at any time upon your request by email, along with the myhotset GTC and our GTC.