

Rexroth Rhinow GmbH – Terms & Conditions

Terms and Conditions of Rexroth Rhinow GmbH

1. Scope of Application

All deliveries and services are provided exclusively on the basis of these Terms and Conditions. Deviating or supplementary conditions of the purchaser shall only be binding for us if confirmed in writing for each individual contract. Our offers are non-binding. A contract becomes effective only upon our written order confirmation. Subsequent changes or additional agreements require written approval.

2. Prices

Unless fixed prices have been expressly agreed, the prices valid on the day of delivery shall apply. If supplier prices or production costs change between contract conclusion and delivery—e.g., due to wage increases—we may adjust our sales prices accordingly. All prices are net and apply only to the individual contract. VAT is added at the applicable rate.

3. Delivery and Transfer of Risk

Unless otherwise agreed in writing, prices apply ex works Rhinow. Risk transfers to the purchaser upon delivery ex works. Shipment is always at the purchaser's risk, even if freight-free.

4. Delivery Times and Delays

Delivery dates or deadlines require written confirmation. Delays caused by force majeure or circumstances significantly impeding or temporarily preventing delivery (e.g., strikes, lockouts, governmental orders), including those affecting suppliers, are not our responsibility. Such events entitle us to postpone delivery for the duration of the disruption plus a reasonable lead time or to withdraw from the unfulfilled part of the contract. If the disruption lasts more than three months, the purchaser may withdraw from the undelivered part after a reasonable grace period. Extended delivery times or release from obligations do not entitle the purchaser to claim damages. Notification of such circumstances must occur without delay.

5. Payment Terms

Invoices are payable within 30 days from the invoice date without deduction. Invoices for contract work are due immediately upon receipt. Set-off or retention is excluded unless the claim is undisputed or legally established. We may avert the exercise of a right of retention by providing security. In case of default, interest at 8% above the ECB base interest rate applies unless higher damages are proven.

6. Defects and Liability

The purchaser must inspect the goods immediately upon receipt. Defects must be reported in writing without delay, with the goods kept available for inspection. §377 HGB applies. Claims are limited to remedy or replacement. If such efforts fail, the purchaser may reduce the price or withdraw from the contract. Further claims—particularly damages—are excluded except in cases of

mandatory liability (e.g., product liability, guaranteed characteristics, intent, gross negligence, breach of essential duties, or injury to life, body, or health).

7. Retention of Title

Goods remain our property until fully paid. If ownership is lost through processing, mixing, or combining, the purchaser transfers ownership of the resulting goods to us. Joint ownership is acquired proportionally when third-party goods are involved. Goods are stored free of charge. Claims from resale or rental—including ancillary rights—are assigned to us as security up to the owed amount. We accept this assignment. Upon request, the purchaser must notify its customers and instruct payment to us.

8. Place of Fulfillment and Jurisdiction

The place of fulfillment is Rhinow. German law applies exclusively, excluding CISG. Jurisdiction for all disputes arising directly or indirectly from the contract is the District Court Rathenow or Regional Court Potsdam.