

General Terms and Conditions of Sale and Delivery

These terms and conditions are an integral part of all our quotations and contracts regarding deliveries and services including those in current or future business relationships. Deviating agreements, in particular contradictory terms and conditions of our customers as well as special agreements are subject to our explicit prior written consent, in order to become part of a contract.

1. Quotations Conclusion of Contracts

- 1.1 Contracts and amendments to contracts with us are deemed to have been entered into or agreed upon, as the case may be, if and when we have accepted orders of our customer in writing, agreed in writing to supplements or changes requested by our customer, or delivered the goods and/or rendered the services as ordered by our Customer.
- 1.2 We are entitled to execute only such deliveries and/or to provide only such services which are expressly specified in our quotations and/or cost estimates.
- 1.3 In case of imported deliveries and services and deliveries or services for exportation the conclusion of contract is subject to the proviso that any required exporting and/or importing licence is being granted to us.

2. Proprietary Right and Confidentiality

- 2.1 All designs and documents (such as technical descriptions, drawings, pictures, colour, dimension and weight indications) made available to our customers only contain approximate values which are customary in this sector. We shall always be entitled to proceed to improvements and alterations of these designs and documents as well as of the delivery and/or service items themselves – such as alterations of the design or form, or colour deviations, as far as these improvements and/or alterations are reasonable for our customers. The normally admitted tolerances in the standard specification sheets shall apply to standard delivery items.

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krah GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

- 2.2 We reserve and retain all rights of ownership, copyright and/or other industrial property regarding all our designs and documents referred to in aforementioned subparagraph 2.1. Without our prior written consent these designs and documents may not be used, in particular they may not be reproduced nor made available to third parties for purposes other than the fulfilment of the respective contract concluded with us. Our customer shall send them immediately back to us, when requested. Our customer is not entitled to retain and/or to refuse services in this case.
- 2.3 The Buyer shall hold the Seller harmless from and against any and all third party claims or actions and will not claim damages and/or compensation from Seller for claims or actions that result from:
- a claim that the Intellectual Property Rights of a third party are infringed by Buyer's product manufactured on such machines, and/or
 - a claim that the Intellectual Property Rights of a third party are infringed by the combination of Seller's machines and/or parts of such machines and/or applications, products or services not provided by Seller forming a combined product.

3. Deadlines and dates

- 3.1 Deadlines or dates for delivery or services shall only be binding for us if they have been explicitly agreed upon with our customer in writing.
- 3.2 Periods for deliveries and/or services commence on the day of despatch of the order confirmation, but not earlier than the provision of any document, authorization or release to be provided by our customer and not before we received all payments due.
- 3.3 If the contract signed by us and our customer is subject to an amendment or a supplement on customer's demand, the terms of delivery and/or services shall extend to a reasonable extent, considering our additional expenditure related to the amendment and/or supplement request of our customer.
- 3.4 In the event of Force Majeure or other extraordinary circumstances which we are unable to predict and/or to influence such as in particular labour disputes, sovereign measures or traffic

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krah GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

disturbances, notwithstanding whether they occurred with us or our supplier, for the duration of their effect, and in cases where the service proves impossible for us, shall not relieve us completely from our delivery and/or service obligation and therefore of compensation claims raised by the customer resulting from failure to meet our obligations. Any agreed contractual penalty shall not be applicable under these circumstances.

- 3.5 We are entitled to withdraw from the contract concluded with the customer if our supplier for reasons not imputable to us fails to deliver or delivers late, so that we are unable to meet our obligations with our customer or to fulfil them in due time.
- 3.6 If the despatch of a consignment to our customer is delayed on demand of this customer, we shall store the subject of our delivery and charge this customer with the costs caused by the storage one month after receipt of the notification of readiness for shipment by this customer. Our right to withdraw from the contract and/or to require compensation of damages remains unaffected by this after unsuccessful expiry of a reasonable grace period to accept our delivery granted to this customer (see subparagraph 6.2).
- 3.7 We shall be entitled to proceed to partial deliveries and services.

4. Prices

- 4.1 Our prices are to be understood net in EURO ex works Bremen and do not include transport, packaging and any other associated charges which will be invoiced to our customer separately.
- 4.2 The statutory value added tax is not included in our prices and is shown separately on our corresponding invoices. The same applies to import duties and other public levies which are introduced or increased by legal regulations after the date of signing the contract.

5. Invoices and Payments

- 5.1 Unless not otherwise agreed in the contract, our claims for payment vis-à-vis the customer are due on acceptance of the subject of delivery and/or service by our customer.

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krahe GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

- 5.2 If we have agreed payment by instalments with our customer and if the customer is in arrears either with the payment of an instalment or an amount equal to an instalment or more, our pecuniary claim for payment is due with immediate effect.
- 5.3 Deductions, in particular deductions of discount shall be subject to a prior written agreement.
- 5.4 We shall accept bills of exchange and cheques only according to prior written agreement and bills of exchange only with the proviso of their eligibility for discount. Both bill of exchange and cheque amounts are only entered to the customer's credit once we have recorded unconditional receipt of the proceeds. Arising costs shall be refunded to us.
- 5.5 From the relevant due date we reserve the right to charge our customer with bank interest rates of 5 % p.a., and of 8 percentage points above the currently valid base rate from the date of default. The right to assert further claims for compensation– in particular because of defaults in payment – remains reserved.

6. Taking Delivery and Acceptance

- 6.1 Our customer is obliged to take delivery and/or to accept our deliveries or services carried out under the contract at our works in Bremen immediately, however at the latest within eight working days after having been requested to do so by us.
- 6.2 If the customer does not take delivery /accept the delivery/services in conformity with the above subparagraph 6.1, our company is entitled, after unsuccessful reminder and expiration of a reasonable period, either to withdraw from the contract after or to claim damages, at our option either in the form of a reimbursement of the loss incurred by us or - without proving the loss - at the amount of 10% of the agreed price.
- The customer in particular reserves the right to provide evidence that we have incurred no damage or only minor damage as requested.

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krahe GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

7. Set-off and Right of Retention

- 7.1 Our customer shall only be entitled to set-off any such counterclaims that are either uncontested or have been recognized by a declaratory judgement or are ready for decision (evidenced).
- 7.2 Our customer is only entitled to exercise his right of retention in so far as his counterclaim is based on the same contractual relationship.

8. Place of Fulfilment and Transfer of Risk

- 8.1 Place of fulfilment for our deliveries and services are our works in Bremen.
- 8.2 The risk of accidental destruction or accidental damage of the subject of delivery is transferred from us to our customer with the acceptance of the delivery by our customer, however, at the latest upon leaving our premises. This is also applicable to partial deliveries even if we have accepted to take on other services (e.g. shipping or transfer).
- 8.3 If we are delivering abroad, our customer shall be obligated to provide all indications/documents in due course which are necessary for the delivery abroad. Documents which we need but which can be issued only after arrival at destination have to be transferred immediately by the customer to us.

9. Retention of Title

- 9.1 We shall retain title of the goods which we delivered to our customer and/or which we installed by order of our customer (hereinafter collectively referred to as „goods subject to retention of title“) until receipt of all due payments related to this business relationship with our customer. This shall also apply to the extent we agree with our customer the payment of a debt on the basis of the cheque or bill of exchange procedure.
- 9.2 Our customer is entitled to reselling, converting, blending or combining as well to subsequent selling of the goods subject to retention of title, unless this is done in the course of ordinary

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krah GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

business operations. Our customer is not allowed to lien or transfer of the goods subject to retention of title.

- 9.3 Our customer shall undertake any processing or converting of the goods subject to retention of title exclusively for us. If our customer combines or blends the goods subject to retention of title with others that do not belong to us we shall acquire a share in the ownership at the ratio of the total value of the new goods compared to the invoice value of the goods subject to retention of title. The new goods arising from the processing shall also be understood as goods subject to retention of title according to these conditions.
- 9.4 Our customer assigns all claims due to him resulting from the resale of the goods subject to retention of title including all ancillary rights as well as any claim against his insurer by way of security in advance to us. In the case of export of the goods our customer furthermore assigns all claims to us which he is now or in future entitled to in connection with the export against domestic and foreign banks, especially claims from collection orders, from letters of credit or confirmations of the said as well as from securities and guarantees. In case the goods subject to retention of title are sold by our customer together with other goods not belonging to us whether without or prior to processing, the aforementioned claims shall be deemed to have been assigned to us on a pro-rata basis in the net amount invoiced by our customer for the said goods. The aforementioned assignments do not involve any prolongations of payments due from our customer.
- 9.5 Our customer remains authorized to collect the receivables assigned to us. Our authorisation to collect these receivables ourselves remains unaffected thereof. However, we agree not to collect these claims as long as our customer is not in delay of payment to us, no insolvency proceedings have been filed or have been rejected by the court for lack of sufficient assets. Should any of the preceding cases occur, our customer shall provide us with any information and records required to collect the claims assigned to us and shall notify his creditors of the assignment to us. A right of retention and/or a right of refusal of service of the customer is excluded.
- 9.6 Our customer shall be obliged to keep the goods subject to retention of title in good order, to store them separately and to mark them as our property. The customer is required to notify us

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krah GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs



in writing without delay providing copies of seizing minutes, etc. on any measure of restriction undertaken by third parties against our ownership on the goods subject to retention of title – in particular any measure of seizure or confiscation.

- 9.7 Upon customer's request, we shall re-assign to him our title on the goods subject to retention of title and the claims assigned to us as a security to such an extent as the value of the goods subject to retention of title exceeds the total value of the claims we have against the customer by more than 20 per cent.

10. Right of Lien

- 10.1 Our customer shall grant us a contractual right of lien to the goods which came into our possession for all claims arising from the business relationship.
- 10.2 This right of lien also includes our claims against our customer arising from work executed by us for our customer as well as our claims against our customer arising from replacement deliveries and other services.

11. Warranty claims

- 11.1 In case of deficient deliveries or services our customer shall be required to give us an opportunity to subsequent fulfilment within an appropriate period, and at our option, by making good this deficiency, the supply of a fault-free item or the provision of a new item.
- 11.2 In case the fulfilment of warranty definitely fails, cannot be expected of us or our customer or is feasible only at unreasonable costs, our customer is entitled to withdraw from the contract or reduce the contract price – without prejudice to claims that the customer may otherwise have.
- 11.3 The customer has statutory rights of recourse against us according to paragraph 478 of the German Civil Code, only in so far as this customer has not entered into any agreements with his customer which go beyond the statutory claims for defects and claims for compensation.

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krah GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

- 11.4 In case of notifications of defects our customer may be entitled to retain payments only to such an extent which is in an appropriate proportion to the defects.
- 11.5 The statutory period of limitation for defects of quality and contractual failures shall be one year from the day of transfer of the risk. This is not applicable unless and to such an extent as longer terms are effective according to paragraph 438 section 1 No. 2, paragraph 479 section 1 of the German Civil Code, the defect was withheld by us with intent to deceive or a case of liability occurred according to subparagraph 12.1 hereinafter.
- 11.6 We deliver used material subject to item 12 hereinafter – with the exclusion of any liability for quality defects and legal failures.
- 11.7 Our obligation to provide compensation of damages is effected according to subparagraph 12 hereinafter.
- 11.8 The aforementioned regulations do not include any reversal of the burden of proof to the disadvantage of our customer.

12. Liability

- 12.1 Claims for compensation of damages and reimbursement of expenses (hereinafter collectively referred to as „claims for compensation“) of our customer against us - regardless for which cause of right – are excluded, unless they are based on the product liability law, a willfully and knowingly or crude careless violation of contractual or statutory obligations by us, or health and physical injuries of the customer and/or of his staff as a result of a violation of an obligation imputable to us, the assumption of a guarantee for the presence of a feature or the violation of essential contractual obligations by us. Relevant to the contract are obligations which enable us for or presuppose to contribute to by fulfilling our contractual obligations.
- 12.2 In case of the violation of essential contractual obligations by us the claim for compensation of our customer against us is limited to the damage typical to the contract and predictable, with the proviso that no intention or crude carelessness are applicable or we are not liable for health and physical injuries or subsequent to the taking over of a guarantee for the presence of a

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krahe GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

feature. A damage is deemed to be typical to the contract /predictable when the arising of this damage can be predicted on the basis of the violation of the respective contractual obligation.

12.3 A violation of our obligation by us shall be deemed to be the same as that of our legal representative or the person employed in performing an obligation.

12.4 The aforementioned subparagraph 11.8 applies for our liability accordingly.

13. Data Protection

Our customer agrees to the storage of the data relevant to him within the framework of our business relationship in our data processing system and to the processing and use of these data pursuant to the legal regulations for our internal use.

14. Place of Jurisdiction, applicable Law and Translation of these Terms and Conditions

14.1 Exclusive place of jurisdiction for any litigation arising indirectly or directly from the contractual relationship between us and our customer – as well as disputes arising from written documents, bills of exchange and cheques is Bremen (municipal courts of Bremen). However, we remain entitled - on our option - to assert claims against our customer at the locally competent courts at his place.

14.2 The applicable law is the law of the Federal Republic of Germany, excluding the stipulations of the Convention of the United Nations on contracts for the international purchase of goods.

14.3 In case of translations of these General Terms and Conditions into a language other than the German language the German version is applicable in case of doubts regarding the interpretation.

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krah GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs

15. Partial Invalidity

If individual stipulations which are integral part of a contract on deliveries and services are invalid or become invalid this does not affect the validity of the other stipulations and/or conditions of the contract.

Bremen, January 2017

• Christian Senning
Verpackungsmaschinen GmbH & Co. KG
Kalmweg 10 | 28239 Bremen | Germany

• T +49 421 69462-0
• F +49 421 640965 Sales
• F +49 421 642700 Service

• info@senning.de
• www.senning.de

• Commerzbank Bremen
IBAN DE13 2908 0010 0191 1880 00
BIC DRESDEFF290

• Volksbank eG Sottrum
IBAN DE39 2916 5681 0108 7738 00
BIC GENODEF1SUM

• Deutsche Bank
IBAN DE19 2907 0050 0341 0990 00
BIC DEUTDE33

• Kommanditgesellschaft, Sitz Bremen
Handelsregister Bremen HRA 14076

• USt-Id DE 114 627 732
Steuer 460/176/03122

• Persönlich haftender Gesellschafter
Bengs-Senning & Krahe GmbH
Handelsregister Bremen HRB 8032

• Geschäftsführerinnen:
Margarete Bengs-Senning
Annette Bengs