

General terms and conditions – Requirements of Coface Finanz GmbH

1. Terms of delivery and payment

All sales are subject exclusively to our terms of delivery and payment, which our customer accepted when placing the order. This also applies to future transactions, even if they are not particularly referred to, but if the purchaser has received them in connection with an order confirmed by us. If the order is placed under variant terms of delivery and payment, only our terms of delivery and payment shall apply, even if we do not object. Thus deviations shall only apply, if they are expressly accepted by us in writing.

2. Assignability

We are entitled to assign the claims resulting from our business relationships.

3. Applicable law

The entire contractual relationship shall be exclusively subject to the Law of the Federal Republic of Germany with the exclusion of the UN Sales Convention.

4. Place of jurisdiction

The place of jurisdiction shall be the company's place of business.

5. Maturity of claims

If the purchaser is in arrears with any payments due, the seller reserves the right to raise interest.

6. Extended retention of title in the event of resale with an advance assignment clause

The buyer is only entitled to resell the reserved goods in the ordinary course of business if the buyer hereby assigns to the seller all claims against customers or third parties that the buyer accrues from the resale. If reserved goods are sold unprocessed, after processing, or in combination with objects that are exclusively the property of the buyer, the buyer hereby assigns to the seller the claims arising from the resale in full. If reserved goods are sold by the buyer – after processing/combination – together with goods not belonging to the seller, the buyer hereby assigns the claims arising from the resale in the amount of the value of the reserved goods with all ancillary rights and priority over the rest. The seller accepts the assignment. The buyer is authorised to collect these claims even after assignment. The seller's own authority to collect the claims remains unaffected by this; however, the seller undertakes not to collect the claims as long as the buyer duly fulfils its payment and other obligations. The seller may demand that the buyer informs the seller of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents, and notifies the debtors of the assignment.