General Terms and Conditions of PARAGON Technologie GmbH

§ 1 General provisions
These General Terms and Conditions apply to the entire contract relationship with our customers. General terms and conditions contrary to these shall only form part of a contract where they have been recognised by us, in writing. In the event that such recognition is not granted, it shall be restricted to the respective transaction. Goods shall be supplied in the specified versions, packaging units or minimum quantities subject to technical claim inasmuch as necessary in the sense of technical improvements, as well as customary deviations in shape, colour and weight, provided there is no deviation from the order in terms of quality and functionality. Orders shall only be binding upon us where they have been confirmed by us or where we have discharged them by delivering the goods. We are entitled to effect partial delivery or part performance where there is a good reason.

§ 2 Prices
Provided nothing is expressly stated to the contrary, prices relate to the item shown, as described, but not to accessories or decor. All prices include value-added tax at the applicable rate. Prices indicated in the advertising refer to the time of publishing and are subject to change thereafter. In the case of contracts which have already been concluded, a change to the agreed price is ruled out.

§ 3 Conditions of delivery and performance
In the event that PARAGON rescinds the contract due to non-availability of the goods, we undertake to inform the customer immediately about the non-availability and to reimburse the customer in respect of any consideration received. This provision shall also apply in respect of claims for contingent monetary performance. If the goods ordered are not, or no longer, available, we also reserve the right, before binding acceptance becomes binding, to offer the customer a goods of equal value in terms of quality and price. Once the order has become binding, we reserve the right, in the individual case, to offer goods of equal value in terms of price, which may result in any reduction in the ordered quality and functionality. With respect to replacement items, where the goods have been accepted and confirmed under Clause 6 of these Terms and Conditions shall apply with respect to claims under warranty, guarantee provisions and claims for compensation in addition, with respect to consumers, the 14-day right of return under Clause 5 of these Terms and Conditions also applies.

§ 4 Payment conditions
Invoices are due for payment immediately and without any deductions. Where the customer defaults, any interest due may be collected in full and the direct debit was not countermanded. In the event of the effective return of goods, the right of return applies only within the area of application of the law on long-distance sales. End of notification on right of return.

§ 5 Notification of the customer as to right of return and the consequences of return in the case of consumer contracts
Customs regulations are applied as consumers within the meaning of Section 13 German Civil Code (BGB), may return the goods received, by sending them back to us with the reason. The time limit shall start on receipt of this notification in writing (e.g. as letter, fax, email) but not before receipt of the goods by the customer (in the case of recurrent delivery of similar goods, not before receipt of the first partial delivery) and not before performance of our obligations to provide information in respect of contracts with traders, public bodies, or publicly-owned corporations, the following special rules apply: Until all outstanding claims against the purchaser, to which we are or become legally entitled, have been settled (including all outstanding balance claims from the current account), we shall be granted the following rights and guarantees, which shall be released at our request, provided their value persistently exceeds the outstanding claims by more than 20%. We shall retain title to the goods. Any processing and remodelling shall be effected for us as manufacturer but without giving rise to any obligation on our part. Where our (co-)ownership ceases to exist due to amelioration of the product, it is hereby agreed that the purchaser’s (co-)ownership of the integrated item passes to us in proportion to the value (invoice value).

The purchaser shall preserve (co-)ownership free of charge. Goods of which we have (co-)ownership, shall be referred to hereinafter as reserved-title goods. The purchaser is entitled to process and sell the reserved-title goods in the usual course of business provided it is not in default. Pledging or assigning the goods as collateral is not permitted.

In the event that PARAGON rescinds the contract due to non-availability of the goods, we undertake to inform the customer immediately about the non-availability and to reimburse the customer in respect of any consideration received. This provision shall also apply in respect of claims for contingent monetary performance. If the goods ordered are not, or no longer, available, we also reserve the right, before binding acceptance becomes binding, to offer the customer a goods of equal value in terms of quality and price. Once the order has become binding, we reserve the right, in the individual case, to offer goods of equal value in terms of price, which may result in any reduction in the ordered quality and functionality. With respect to replacement items, where the goods have been accepted and confirmed under Clause 6 of these Terms and Conditions shall apply with respect to claims under warranty, guarantee provisions and claims for compensation in addition, with respect to consumers, the 14-day right of return under Clause 5 of these Terms and Conditions also applies.

Irrespective of any provision to the contrary on the part of the customer, PARAGON is entitled to set off against any claim the amounts due. If any reminder charges of EUR 5.00 plus default interest at the statutory rate. This shall be without prejudice to further claims for compensation. The customer is free of any liability in terms of price, irrespective of whether PARAGON is able to draw on the amount owed without loss. In the case of invoice payments by direct debit, title to the goods shall only pass to the customer if the amount could be collected in full and the direct debit was not countermanded.

§ 6 Claims under warranty, guarantee provisions and claims for compensation
The statutory three-year period for claims under warranty is 2 years and commences with delivery of the goods. During this period, all defects covered by implied statutory warranty shall be removed free of charge. Provided that the customer is not a consumer, claims under warranty are initially restricted to supplementary performance; where supplementary performance fails, the customer may choose between the right to rescind the contract of sale or reduce the purchase price. Where the goods are guaranteed by the manufacturer, the details of the guarantee are contained in the guarantee provisions enclosed with the respective item.

PARAGON shall be liable for loss resulting from death, physical injury and damage to health due to a negligent breach of duty on the part of PARAGON or an intentional breach of duty by a statutory representative or person employed in the performance of contractual obligations by PARAGON, and, in the event of loss due to a breach of duty resulting from intent or gross negligence on the part of PARAGON, or a breach of duty resulting from intent or gross negligence on the part of a statutory representative or person employed in the performance of contractual obligations by PARAGON, and for every default in the case of loss resulting from the breach of a material contractual condition. Any additional liability for damages, irrespective of the legal basis, is excluded. This shall not affect liability for damages where the goods are not fit for a particular purpose or liability arising under the Product Liability Act.

§ 7 Lien
We shall retain a lien over the delivered goods until payment in full of the purchase price. Where accounts are still outstanding from goods which have been delivered, or where goods have not yet been delivered, the customer shall be obliged to notify us, without delay, of any change in the address of his residence or place of business.

§ 8 Contracts with traders, public bodies, publicly-owned corporations
In respect to contracts with traders, public bodies, or publicly-owned corporations, the following special rules apply: Until all outstanding claims against the purchaser, to which we are or become legally entitled, have been settled (including all outstanding balance claims from the current account), we shall be granted the following rights and guarantees, which shall be released at our request, provided their value persistently exceeds the outstanding claims by more than 20%. We shall retain title to the goods. Any processing and remodelling shall be effected for us as manufacturer but without giving rise to any obligation on our part. Where our (co-)ownership ceases to exist due to amelioration of the product, it is hereby agreed that the purchaser’s (co-)ownership of the integrated item passes to us in proportion to the value (invoice value).

The purchaser shall preserve (co-)ownership free of charge. Goods of which we have (co-)ownership, shall be referred to hereinafter as reserved-title goods. The purchaser is entitled to process and sell the reserved-title goods in the usual course of business provided it is not in default. Pledging or assigning the goods as collateral is not permitted.

By way of security, the purchaser hereby assigns to PARAGON all claims arising from resale or other legal basis (insurance, tort) in relation to the reserved-title goods (including all outstanding balances claims from the current account). We shall be entitled immediately and absolutely to collect the claims assigned to us, in its own name, for a third-party account. This authorisation to effect recovery shall be irrevocable. Any additional or alternative rights of the purchaser to bring action and to properly comply with its payment obligations.

In the event of the effective return of goods, the right of return applies only within the area of application of the law on long-distance sales. End of notification on right of return.

§ 9 Notification of data collection
PARAGON processes customer information for the purpose of dealing with enquiries and orders and for maintaining existing customer relations. Every customer has the right to object to being sent product information by post, at any time. The request for being removed from the list is to be sent product information by post until the objection is received.

§ 10 Concluding provisions
The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions. In the case of contracts with traders, trading companies, public authorities, publicly-owned corporations and where the customer, not being a consumer, is subject to a general jurisdiction outside this country, it is agreed that the court with jurisdiction shall be Freiburg im Breisgau. German law applies.

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