1. Definitions

The following terms have the meanings given:

- Offer: an offer to enter into a Contract made by Plukon to the Buyer.
- Price: the price offered by the Buyer.
- Buyer: the legal or natural person with which Plukon enters into a Contract and which is applicable to the terms of sale.
- Conditions of Sale: the general conditions of sale of Plukon Group.

2. Scope of application

All deliveries, services and offers by the Seller will take place solely on the basis of these Conditions of Sale and these Terms of Sale.

3. Offer and conclusion of Contracts

3.1 Each Offer is non-binding unless it was explicitly described or declared as binding in writing by Plukon.

3.2 A Contract subject to application of the Conditions of Sale was entered into between Plukon and the Buyer only when all the conditions and requirements of these Conditions of Sale are met by the Buyer for the delivery of the Goods to the Buyer.

4. Price

The prices specified by Plukon will be determined in euros and — unless otherwise expressly agreed — will be quoted "ex works" (see clause 8.1), plus packaging and insuring the Goods and shipping charges for the Buyer:

5. Place of performance, dispatch and Packaging and Transport Material

5.1 Unless expressly agreed otherwise, the place of performance of obligations under the contractual relationship is the place where the branch of the Plukon Group, to which the Buyer is assigned.

5.2 If Plukon provides Goods and Packaging and Transport Material for the delivery, the Buyer shall be liable for the costs of the Packaging and Transport Material.

6. Delivery

6.1 Delivery will take place "in works" as defined in the latest version of the International Incoterms set out by the International Chamber of Commerce (ICC).

7. Performance of obligations of the Buyer

7.1 The Buyer is to supply the Buyer with the goods in the delivery period.

8. Payment

8.1 The due date for payment is the date on which the invoice amount is credited to Plukon’s account specified in the invoice.

9. Warranty

9.1 Plukon guarantees that the Goods are free of defects and that the Buyer acquires the Goods with all necessary and appropriate rights in the Goods.

10. Reservation of title

10.1 If the Buyer does not perform its obligations under the Contract in full, Plukon reserves the right to withdraw the Goods from the Buyer.

11. Returns

11.1 In the event of a return of Goods, Plukon reserves the right to make a charge of 15% of the net invoice amount to cover the costs of transport, insurance, and any other costs incurred.

12. Liability for damages

12.1 The Buyer will be liable for all claims that arise against Plukon in connection with the delivery of the Goods.

13. Limitation of liability

13.1 The liability of Plukon is limited to the price paid to Plukon by the Buyer.

14. Change of the legal entity

14.1 If Plukon’s legal entity changes, the Buyer’s obligations under the Contract will be assigned to the new legal entity.

15. Termination

15.1 If one party to the Contract becomes insolvent, the other party has the right to terminate the Contract immediately without any notice.

16. Amendment of these Conditions of Sale

16.1 The Conditions of Sale may only be amended by written agreement between the parties.

17. Governing Law

17.1 The Contract and these Conditions of Sale are subject to the laws of the country in which Plukon has its registered office.

18. Dispute Resolution

18.1 Any dispute arising from or in connection with the Contract or these Conditions of Sale shall be settled by arbitration.

19. General

19.1 These Conditions of Sale and the Contract are governed by the laws of the country in which Plukon has its registered office.
11.3. In the event that the Buyer acts in a way that is in breach of the Contract, in particular, if the Buyer withdraws from the Contract in accordance with the statutory provisions, or if the Buyer carries out any action that violates the obligations under the Contract, then Plukon may withdraw from the Contract in accordance with the statutory provisions. In such a case, then the Buyer shall be liable for all damages sustained by Plukon as a result of the termination of the Contract. If Plukon incurs any losses as a result of the termination of the Contract, then the Buyer shall be required to compensate Plukon for such losses.

11.4. The Buyer is authorized to resell and/or process goods that are subject to restriction or in the ordinary course of business. If this is the case, the following provisions apply in addition to the restrictions mentioned above:

(a) The removal of the goods from their original packaging, the processing, mixing or combination of Plukon's Goods with the Buyer's goods, including the raw materials, is not permitted unless otherwise agreed in writing with Plukon. Any such acts would result in the Buyer being liable for all losses incurred by Plukon.

(b) The Buyer may resell or process the goods procured from Plukon in its ordinary course of business, provided that the Buyer ensures that the goods are processed, mixed or combined with other third-party goods and that the Buyer is not liable for any damages or losses incurred by the Buyer.

12.1. Plukon's systematic and orderly systems may, for example, involve certain security measures. The Buyer is required to comply with all security measures. The Buyer is required to ensure that all employees, contractors, and other third parties who have access to Plukon's Goods are aware of and comply with these security measures. Any failure to comply with these measures will result in the Buyer being liable for all losses incurred by Plukon.

12.2. Plukon's systematic and orderly systems, including the security measures, may be subject to change from time to time. The Buyer is required to comply with any changes to these systems and security measures.

12.3. Plukon reserves the right to make changes to the systems and security measures at any time. The Buyer is required to comply with any changes to the systems and security measures.

13. Plukon is entitled to dissolve the Contract (and/or court(s) to) (i)] terminate the Contract, (ii) suspend the履行 of the Contract, or (iii) require the Buyer to make any payments or other obligations, or (iv) require the Buyer to fulfill any other obligations under the Contract. If Plukon terminates the Contract, then the Buyer is required to fulfill all obligations under the Contract, including any payments or other obligations.

13.2. Plukon is entitled to dissolve the Contract (and/or court(s) to) (i) terminate the Contract, (ii) suspend the fulfilment of the Contract, or (iii) require the Buyer to make any payments or other obligations, or (iv) require the Buyer to fulfill any other obligations under the Contract. If Plukon terminates the Contract, then the Buyer is required to fulfill all obligations under the Contract, including any payments or other obligations.

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14.1. The Buyer represents and guarantees that neither the Buyer nor any of its representatives, subsidiaries, or affiliates, nor any third party, is a Party to any competition in which Plukon is a Party. The Buyer also represents and guarantees that neither the Buyer nor any of its representatives, subsidiaries, or affiliates, nor any third party, is a Party to any competition in which Plukon is a Party.

14.2. The Buyer represents and guarantees that neither the Buyer nor any of its representatives, subsidiaries, or affiliates, nor any third party, is a Party to any competition in which Plukon is a Party.

14.3. The Buyer represents and guarantees that neither the Buyer nor any of its representatives, subsidiaries, or affiliates, nor any third party, is a Party to any competition in which Plukon is a Party.

15. Confidentiality

15.1. The Buyer shall at all times keep confidential all information received from Plukon and its affiliates, and shall not disclose any such information to any third party without the prior written consent of Plukon. The Buyer is required to ensure that all employees, contractors, and other third parties who have access to such information are aware of and comply with this confidentiality obligation.

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