

Sales and Delivery Terms for Consumers

General and Scope of Application

1. CHS Container Group USA, CHS Container Trading and Modifications, and CHS Group Carolinas are hereinafter each also referred to as "CHS" or "we." Business partners of the companies of CHS are hereinafter referred to as "customers," regardless of whether a contract has already been concluded or merely a pre-contractual relationship of trust has been established.
2. The customer is a consumer if the purpose of the ordered delivery(ies) and/or service(s) cannot be attributed predominantly to his commercial or self-employed professional activity.
3. These Sales and Delivery Terms (hereinafter "Terms and Conditions") apply to business relationships involving the sale or supply to a customer who is a consumer by CHS.
4. These Terms and Conditions apply exclusively; we do not recognize any conflicting or deviating terms and conditions of the customer, unless we expressly agree to their validity in writing. Our Terms and Conditions shall also apply if we perform delivery to the customer unconditionally while being aware of conflicting or deviating terms and conditions of the customer.
5. Individually agreed arrangements with the customer in individual cases (including collateral agreements, supplements, and amendments) shall always take precedence over these Terms and Conditions. The content of such agreements is, subject to evidence to the contrary, determined by a written contract or our written confirmation.

Offer, Conclusion of Contract, and Offer Documents

1. Our offers are non-binding and merely constitute an invitation to the customer to submit an offer (invitation and offer). Only the order of a specific product or service from CHS by the customer constitutes an offer. By placing an order, the customer declares a binding intention to purchase or receive the ordered goods or services. Acceptance of an offer by a consumer takes place by explicit confirmation from CHS in writing or in text form within two weeks after receipt of the customer's offer.
2. We retain all ownership and copyright rights to illustrations, drawings, calculations, and other documents (hereinafter "Documents"), even if they were prepared by the customer based on our specifications.
3. If the customer is an entrepreneur, brochures, advertising materials, or catalogs issued by us or the manufacturer, as well as the information contained therein, only become part of contracts concluded by us if they are expressly included in the contract. Otherwise, they are non-binding and subject to change.

Prices and Payment Terms

1. The gross price indicated in our request for quotation applies.
2. Unless expressly agreed otherwise in writing, our prices apply ex our warehouse in the case of shipment. Shipping costs are to be borne by the customer. They include the costs of transport insurance taken out by us at the customer's request. For shipping costs and the cost of transport insurance, we charge the amount indicated in our request for quotation.
3. Payments may only be made at our business premises or by bank transfer to a bank account specified by us. Technical staff, drivers, and field service employees are not authorized to collect payments.
4. The customer may only offset claims if his counterclaims are legally established or undisputed. This applies equally to the assertion of rights of retention or refusal of performance by the customer. Offsetting or asserting a right of retention/refusal of performance due to a counterclaim for compensation of defect rectification costs or completion costs from the same legal relationship is, contrary to sentence 1, always permissible.

Obtaining Third-Party Permits

1. If the intended use of the goods by the customer requires private-law or public-law permits or approvals (e.g., approval for reduced boundary distances, building permits, static calculations), it is the customer's responsibility and risk to obtain these at his own expense. CHS is neither responsible for the application for nor the existence of such permits.

Delivery, Place of Performance, Delivery Time, and Default of Acceptance or Delivery

1. If delivery to the customer is contractually agreed and delivery is only possible using specially procured transport means (e.g., trucks), the customer will be informed of this in the request for quotation and in our confirmation. In this case, the customer must ensure that access to the agreed delivery location is (i) fully accessible for the specified transport means (sufficient road width, no weight restrictions, no obstacles such as trees, parked cars, construction sites, etc.), (ii) that a suitable turning and parking area is available for the transport means, (iii) that the ground is solid, load-bearing, and level (e.g., asphalt, concrete, compacted gravel), and (iv) that crane unloading is possible within the radius specified in the request for quotation and confirmation (depending on the container delivered and crane reach).
2. We are entitled to make partial deliveries and partial services if (i) the partial delivery is usable for the customer within the contractual purpose, (ii) the delivery of the remaining goods or services is ensured, and (iii) the customer does not incur significant additional effort or costs (unless we agree to bear such costs).
3. Unless otherwise stated, our deliveries and services are to be performed within a period of three weeks. The period begins with the transmission of our order confirmation. If performance or delivery by us requires information to be provided by the customer, the period begins once such information has been completely provided to us.
4. Cases of force majeure (unforeseen circumstances beyond our control, which could not be avoided with reasonable diligence, e.g., strikes at our company or our suppliers, war, fire, transport obstacles, shortage of raw materials, pandemics, government measures, natural disasters, or lockouts) suspend our delivery obligation for the duration of the event plus a reasonable restart period, to the extent of its effects. This also applies if we are already in default. We will promptly notify the customer of the occurrence and expected duration of the force majeure. We are entitled to withdraw from the contract in whole or in part with respect to the unfulfilled portion if continuation of the contract is unreasonable due to the duration of the force majeure, even considering the customer's interests.
5. If the disruption lasts longer than three months, the customer is entitled, after setting a reasonable grace period, to withdraw from the contract with respect to the unfulfilled portion. He is entitled to withdraw from the entire contract if he has no interest in partial performance.
6. Our liability for delay is governed by clause VII.

Retention of Title

1. We retain ownership of the delivered goods until full payment of the purchase price for these goods has been made.

Warranty, Limitation, and Liability

1. Claims of the customer for defects in a used item become time-barred after one year, provided the customer was informed of this before placing his offer and the reduction was expressly and separately agreed in the contract. A withdrawal declared by the customer due to a defect in a used item is ineffective if it is declared more than one year after delivery of the item and CHS invokes the statute of limitations. The restrictions set forth in this clause 1 do not apply if one of the cases referred to in clause 2 is present.
2. We are liable for damages without limitation only in cases of (i) intent or gross negligence, (ii) injury to life, body, or health, (iii) under the provisions (and to the extent) of the Product Liability Act, (iv) to the extent of a characteristic warranted by us and/or a guarantee assumed by us, (v) fraudulent concealment of a defect, and (vi) in other cases where liability is mandatorily prescribed by law.

3. In cases of simple negligence involving the breach of an obligation essential for achieving the purpose of the contract (cardinal obligation), our liability is limited to the amount of the damage that is foreseeable and typical for this type of contract. The customer's claims for damages for obvious material defects in the delivered goods are excluded if the customer does not notify CHS of the defect within two weeks after receipt of the goods. The restrictions set forth in this clause 3 do not apply if one of the cases referred to in clause 2 is present.
4. No further liability exists.
5. The limitations of liability set forth in clauses 1 to 3 also apply to the personal liability of our employees, representatives, and corporate bodies.

Final Provisions

1. Should individual provisions of the contract concluded between us and the customer (excluding the clauses contained in these Terms and Conditions) be invalid or unenforceable, the validity of the remainder of the contract shall not be affected. The invalid or void provision shall be replaced by a valid provision that most closely reflects the economic intent of the invalid or void provision. The same applies to contractual gaps.
2. Should individual clauses of these Terms and Conditions be invalid or unenforceable, the contract shall otherwise remain valid, and its content shall be determined in accordance with statutory provisions.

(Status: February 2021)