

Terms & Conditions Keyaniyan Company GmbH

1. Contractual Terms

These Terms and Conditions shall apply to all our contracts for the sale of goods and all deliveries by the Seller to the Buyer to the exclusion of any other terms and conditions such as those of the Buyer, a broker or agent, unless we have given our consent expressly in writing.

Unless agreement was made to the contrary in the contract or in the following terms, our sales and deliveries are exclusively governed by the terms of the Waren-Verein der Hamburger Böse e.V. (WVB) in the version in force at the time the contract was made. These terms are known to the Buyer and can be obtained from the Waren-Verein der Hamburger Börse e.V., Große Bäckerstr. 4, 20095 Hamburg, or on **www.waren-verein.de**.

2. Reservation of Seller's own Supply

Should our own suppliers fail to make correct and punctual deliveries through no fault of us, we will be released from our obligation to deliver or to guarantee delivery according to section 29 WVB.

3. Exclusion and Limitation of Liability

Seller is liable only for intent and gross negligence. Seller is not liable for compensation for culpa in contrahendo. Seller is not liable for consequential losses. Liability for simple negligence is excluded unless it concerns the breach of essential contractual duties (cardinal duties), personal injuries, and duties under the law of product liability. In any case Seller's liability is limited to the amount of typically foreseeable damages.

4. Reserve of Title

Title to the goods shall not pass to the Buyer until the Seller has been paid in full for the goods. This does not only apply to secure claims against the Buyer according to sect. 28 WVB, but to all Seller's claims against the Buyer that have become due by the time of delivery.

5. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The Tribunal of the Waren-Verein der Hamburger Börse e.V. shall have jurisdiction in any disputes between the parties.

6. Invalidity of Clauses

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the invalid clause shall be replaced by a valid clause that comes as close as possible to the economic purposes intended by the invalid clause.

These terms are valid from the 19th of September 2018.