



LÜERS

BAUMSCHULE GmbH & Co. KG



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Dear Business Partners,

Our tree nursery was founded over 50 years ago – an important mile stone for our family business

Over this long period of time the company changed from the humble beginnings started by our founders Hildburg and Heinz Lüers to one of the most innovative nurseries in the Northwest with sustainable, environmentally friendly production on 48 ha and the own plant wholesale department. Our team of seven experienced horticulturists including our own travelling sales personnel is looking forward to serve you. Our success comes from our strong commitment to cooperation with our partners! We thank you as our customer and partner as well as our employees for the results of the first 50 years. Now, it is time look forward to a successful future.

Over the last few years, we developed customer specific and practical sales concepts. We will take care of your special needs like individual price labels and packaging either on trolleys or pallets. Our goal is to ship healthy plants in best quality and sustainable production. We are certified by MPS and Global GAP. In spring and autumn, we sell the classic nursery stock of our home area “Ammerland”. For summer sales we are known for our own comprehensive assortment of ornamental grasses and perennials. The autumn is our core season for our heather programme. Here, we changed the Calluna brand to become the largest producer of the Beauty Seasons® heather crops in Northern Germany. We close the year with our attractive decorated Christmas plants. Therefore, there are many reasons to buy at Lüers all year around.

One can always combine our own assortment with the entire bandwidth of the “Ammerland” nursery stock and/ or assortments from other production areas like Holstein in northern Germany, Niederrhein to the west or the Netherlands. Just don't hesitate to contact us.

Your Lüers families and the entire team





Due to the brand change in the heather programme to **Beauty Seasons®**, we now can make new, innovative concepts available, which we produce and sell this year the first time. These encompasses the winter flowering snow heather, in summer the Irish bell heather and the group of **Tornados®** and **First Ladies®** within the bud-blooming heathers.

All heather plants will be produced in the environmentally friendly PCR pots made from post-consumer recycle. This material derives from plastic collected from households in the yellow bags or yellow containers.

Lüers – the family business with three generations



Since the early 1970 years the tree nursery Heinz Lüers is a well-known name in the Ammerland region. Since a few years, three generations of the family are working together.

Our focus in production:

- 1.800.000 Calluna and Erica heather programme
- 750.000 Conifers for hedges; grown in the container with 2, 5, 10 and 20 l
- 120.000 Conifers from A to Z in 13 cm pots or 2 and 5 l containers
- 120.000 Ornamental grasses and perennials from 11 cm pots to 2, 3, 5 and 10 l
- 80.000 Rhododendron in 2, 4, 5 and 10 l
- 50.000 Deciduous trees in 3 and 7,5 l
- 50.000 Picea glauca 'Conica' in 13 cm or 3 and 5 l containers, natural or festive decorated for the Christmas season
- 50.000 Berry fruit shrubs in 2 and 3 l units

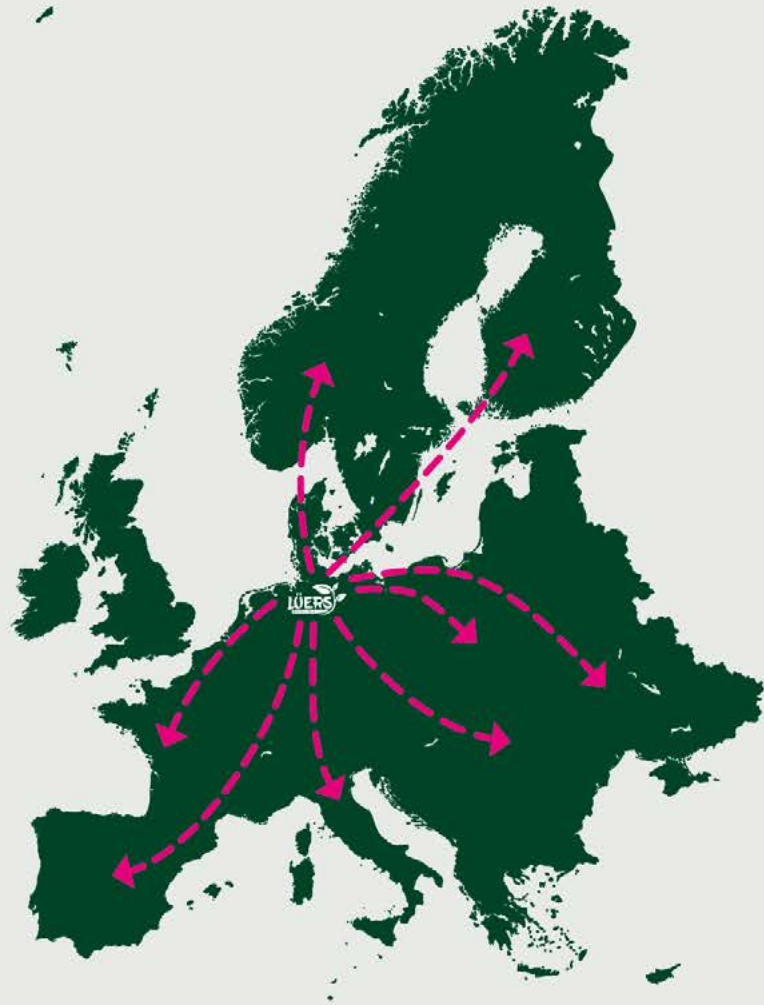


We sell to:

- 🌿 Garden Centres
- 🌿 DIY home improvement stores
- 🌿 Retail businesses
- 🌿 Wholesale companies
- 🌿 Landscapers

Our service as your care-free package:

- 🌿 We offer a comprehensive assortment for garden centres
- 🌿 We support you with special promotional and seasonal offers
- 🌿 Due to our well-organized logistic system with long-term logistic partners, we are able to ship within Germany and Europe at a short notice
- 🌿 Customer-specific picture- and price labels
- 🌿 Together with our customer we develop concepts for trolleys and display tables
- 🌿 On request, you will receive weekly availability lists via E-Mail
- 🌿 Digital data exchange possible, for example via EDI



We are specialised to sell and ship to garden centres, DIY home improvement stores, wholesalers and food retail stores. We have a reputation in the green trade community to have a quick, reliable and flexible order processing. Due to our good cooperation with experienced plant shipping logistic companies within Europe and our well-organized merchandise flow within

our company we are able to prepare shipments in large quantities just in time. We serve as a procurement agent for plant assortment from Northern Germany and the Netherlands. We can create customer specific seasonal weekly offers. For every customer, we make desired price labels with barcode available.



Our strengths:

- 🌿 Large sales units with fair market prices
- 🌿 Quality
- 🌿 Speed and flexibility

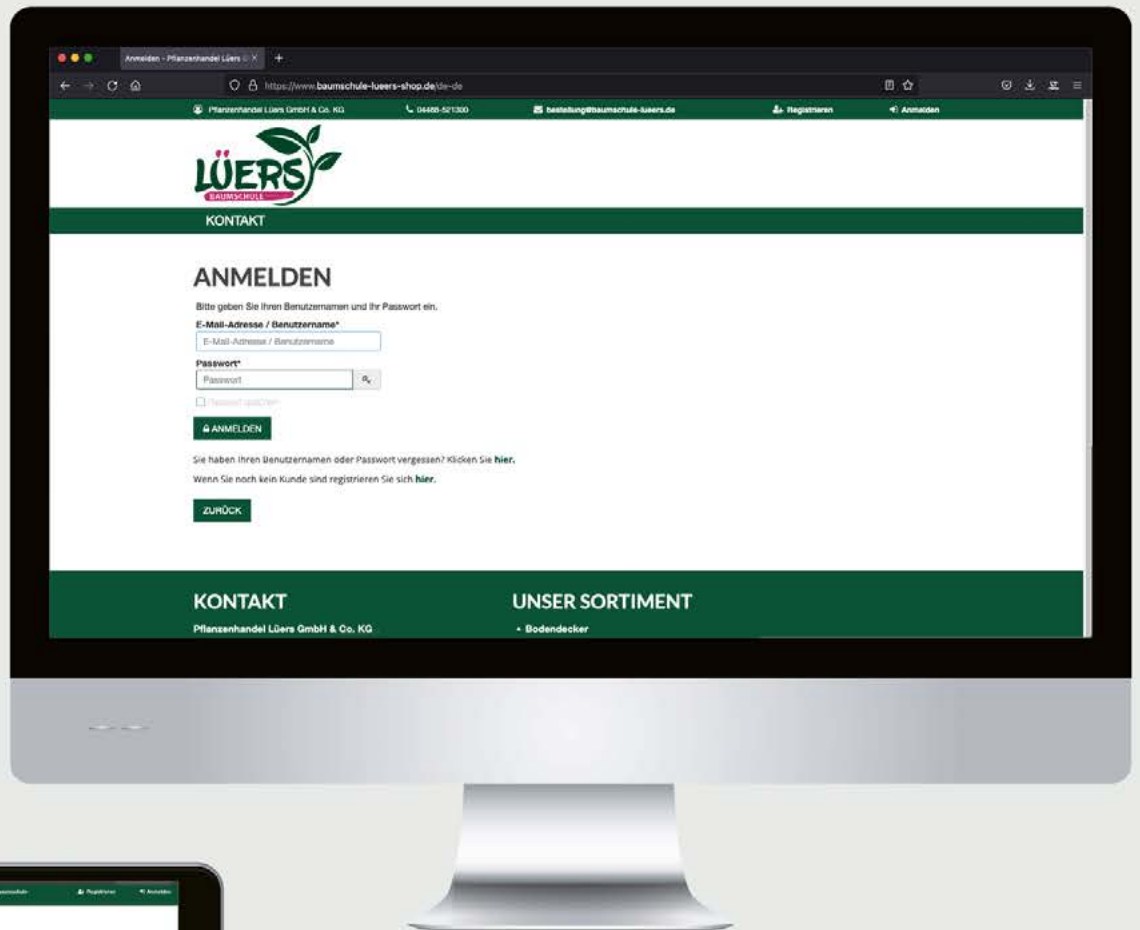
24/ 7 – Web shop

Convenient order process:

You can order as well directly in our web shop geared towards the professional horticultural trade:

www.baumschule-lueers-shop.de

Our assortment here is up to date and can be found easily. We will send you the access data upon request. You will be able to calculate your sales prices quickly online – just try it!



QR-code link to
the web shop



Why brands and concepts?

We developed various branded concepts exclusively for Lüers. Our own brands reflect our experiences in the plant business over the last 50 years. We produce and sell plants for the modern plant buyer and his high-quality require-

ments. We developed special informational and promotional material for the point of sales to increase the attention and thus the sales. We are keen to keep a long-term relationship with our trade customers.



STADT ERNTE

Award-winning concept for the trendy self-supply with fruit

In the year 2021, we received the prestigious TASPO-Award for developing the best concept for fruits. When buying Stadt Ernte products, the consumer will follow the trend to be self-sufficient. There is always space on the balcony or terrace to produce fruits at home. Our 3-l gourmet berry fruit series is produced as a complete peat-free crop in EU-Bio-quality.




Dwarf and columnar fruit

GIESSEN * ERNTEN * ESSEN STADT ERNTE FRISCHER GEHT'S NICHT



Historical fruit crops



Proven varieties.
The apples in this programme are suitable for consumption by people with food allergies.

FRUCHTBAR

Fresh fruits from own production

The concept Fruchtbar encompasses compact growing pome- and stone fruit varieties suitable for balcony and terraces. The consumer harvest always the freshest and most delicious fruits. Many of those are historical cultivars not any more available in the supermarket. Combine magnificent aroma with natural production methods. **FRUCHTBAR** offered in 5 l containers is produced completely without peat. The growing media of the 10 l pots contains only 50% peat. Both of them guarantee EU-Bio-Quality standards.



Der Heckenprofi®

Our own brand “Der Heckenprofi®” stands for high-quality plants suitable for natural hedges and borders. Our plants are grown in the pots thus possess a well-developed root system, which guarantees long shelf-life in the garden markets, less plant losses and a good, all-year round rooting-in at consumer-level after purchase. The containers made from recycled material means clean transportation. They can be recycled again.

During production, we applied an 8-months lasting slow-release fertilizer. The trees received sufficient nutrition for the time of sales and initial growth-period.

The pictures show the most important steps during production.





Calluna

Let It Bee consists of single-flowering heather varieties supplying nutrition to bees and other pollinating insects. The brand uses yellow pots in a colourful sixpack made from cardboard with useful growing information.



Mosaica® – Wow-Really? Seven colours in one container? Yes, the breeders of the **Beauty Ladies®** created with **Mosaica®** a complete new, unique product. Seven bright shining colours build a natural artwork.



The combination **High Five®** is the standard for multi-coloured plantings. Five attractive colours set a really colour explosion.


High Five®
BEAUTY SEASONS™



Colour Crown®
BEAUTY SEASONS®




The growth habit is reminiscent of a royal crown. Compact growing varieties right at the edge of the container are accentuated by straight upright, tall varieties. In future this product will also become available as **Winter Crown®**, the combination of **Skyline®** with the compact growing **Winter Ladies®** (Erica carnea).



Starlight® is the market leader in the group of three-coloured Calluna plantings. This brand is available in 6 different, bright shining colour combinations. The varieties match in growth habit and colour effects. The names Ameties, Melody, Milca, Wildberry Wonder, Milca White and Harmony testify these characteristics.



SKYLINE
BEAUTY SEASONS®



Skyline®-varieties bring structure in every planting with their thick and square formed stems and intensive foliage colours. They will last well into spring. Plants are available as single colour or as Trios.

Calluna

 **BEAUTY SEASONS®**
HEATHER PLANTS

Beautybelle® Attractive, colourful combinations of **Champs®** with trailing shoots, the upright growing structure plant **Skyline®** and a single-coloured **Beauty Ladies®**.

 **BEAUTY LADIES®**
NATURE'S BEST CALLUNA

Beauty Ladies® Twenty years of breeding, sales and marketing of the most attractive heather varieties. Many concepts are available – from single colour plants to seven-coloured combinations with colourful buds or bright shining foliage.



First Ladies® and Tornados®



First Ladies®
BEAUTY SEASONS®

Calluna First Ladies®

The new group of the **First Ladies®** enchant with the extreme dense bud population in Red, White, Violet and Pink and the beautifully shaped square stems. The buds have a very good shelf life.



TORNADOS®
BEAUTY SEASONS®

Calluna Tornados®

*The **Tornados®** swirl and mix-up the autumn season!*

This new introduction shows various colour combinations rich in contrasts. **Tornados®** consist of combinations of **Skyline®**-varieties with colourful foliage and the **Erica carnea Winter Ladies®**. The stems swirl around creating a twister of bright colours.

Sales period is from September-March, around 7 months!

The Tornados® with their warm colours are suitable as well as table decorations.



Erica / Daboecia

Erica carnea Winter Ladies®

The winter- and spring-flowering Snow Heath is absolutely a novelty in the winter assortment. The plants grow straight upright and are winter-hardy. The flowering times varies from variety to variety from week 45 to week 15 the following year! **Winter Ladies®** stand out in particular with their dense bud population, the bright shining flower colours and the long shelf life.

Very special: **Erica carnea** is often the first source of nectar for bees in early spring and attracts pollinating insects with their rich nutritional values.



Bella Beauties®
BEAUTY SEASONS™

Daboecia cantabrica Bella Beauties®

The name of this Irish Bell Heather is programme! **Bella Beauties®** are flowering from July-September. Numerous, colourful flowers in White, Pink, Violet and Deep Red attract bumble bees and other pollinating insects. The ornamental value is given by the rather upright showing bells and the improved luminosity. The withered flower stems can be pruned manually to produce a second onset of flowers.

WINTER LADIES®
NATURE'S BEST ERICA



Hebe All Blooms®

New in the production programme at Lüers.
Spectacular colours offered by this beautiful plant from New Zealand.



Ornamental grasses

Ornamental grasses and perennials are an important part of natural looking gardens. They provide structure and colour display due to their colourful leaves and flowers. They create tranquillity in parks and gardens.

Their filigree stems and fronds combine effectively with trees and bedding plants. They are very easy to care for.

We offer our ornamental grasses in two, three, five and 10 l containers. Some crops are offered even in 20 l pots.





Decorated Christmas plants

Christmas decoration is trendy! We offer ready-to-go decorated Christmas trees. We decorated compact sugarloaf spruces (*Picea glauca* 'Conica') with seasonal ornaments. The items make ideal gifts or convenient products for

sale in your Christmas market, as table decoration or seasonal landmarks for balcony and terraces. We wrap the pot with natural jute to keep everything clean. The optional snow is made from degradable cellulose.





Roses



Rosy Boom® Family
Winter-hardy, easy-to-care rose varieties with the natural wild look. Countless flowers create a sea of flowers.



Zepeti® Flowering miracle with a ball-shaped growth habit and deep red flowers and shiny leaves without leaf spots.

Hydrangea Dolly Buster



DOLLY BUSTER

HORTENSIE

Discover the unique beauty of the new Hydrangea **Dolly Buster**! This fascinating plant enchants with pretty flowers in bright colours. No matter where you set the plants, either in the garden or on the terrace, the Hydrangea Dolly Buster will be the eye catcher and will provide a fabulous atmosphere.

This easy-to care plant is robust. She will thrive in almost every soil without much attention. Regular watering and occasion fertilization will give you joy for a few years. Hydrangea **Dolly Buster** will adapt to every environment, in flower beds, as a solitaire plant or in the container on the terrace.

The Hydrangea **Dolly Buster** is not only beautiful, but is also a true source of nectar for pollinating insects. Support Mother Nature and enjoy the beautiful flowers at the same time.

Let Hydrangea **Dolly Buster** enchant you by creating an oasis of beauty in your garden. Just order today and experience the unique magic of this exceptional plant.



Hydrangeas

Diva Flore® – Award-winning, winter-hardy, re-blooming Hydrangea with classic, bright shining flowers.



Endless Summer® Ball-shaped flowers flowering at the old and new wood; flower colour can be influenced by regulating the pH-value

French Bolero® Pink and blue flower power from May-October; compact growth habit; leaves will change colours towards the end of the flowering time



**Forever
& Ever**

Forever & Ever®
Easy-care perpetual bloomer with compact growth, therefore suitable for balconies and terraces



Black Diamonds®
Bushy growth habit; Garden Hydrangea with umbel flowers and dark leaves with lighter leaf veins.



Royalty Collection®
The deciduous peasant hydrangea grows bushy upright. Ideal solitaire plant with plate-shaped singular flowers. Even attractive in winter when dried.



Runaway Bride®
The wedding hydrangea – white flowers form a garland. Bushy upright growth habit.



Switch® Available as panicle or ball hydrangea; flower color changes 4 x during the flowering period of up to 150 days, from lime yellow to red. Hardy to -25°C

SWITCH®
all summer long

Hydrangeas



Candybelle®
Attractive Ball-Hydrangea with ball-shaped flowers staying attractive even after withering.

Whitelight®
The flower colour starts with a tender green, then changes to white to finally end in summer as light pink.



Music Collection®
Deep violet flowers and uniform growth – a true dream of flowers



Magical®
Four Seasons
★★★★

Magical® Four Seasons
A true delight for all seasons. Flowers change colour several times during flowering time.



Magical®
Revolution
Colours that keep on changing

Summer-flowering shrubs – Buddleja



Summerkids® Compact growing Buddleja; panicle-shaped flowers with strong fragrance; Magnet for butterflies



Buzz® Hot Raspberry
Ideal Container plant with intense bright panicle flowers; grows compact upright



Poquito®
Buddleja

Dwarf Buddleja variety making a great plant for balconies and terrace



Summer Lounge®
Blue flowering, dwarf Buddleja; magnet for butterflies
Grows up to 40-60 cm; ideal for larger planters

Rhododendron assortment



Easydendron®
 Exceptional easy-to care plant; suitable for most humic soil; rich flowering

Bloombox®
 Flowering alternative as substitute for boxwood without infestation of the boxwood tree moth



Bloom Champion® Winter-hardy, evergreen dwarf garden azalea flowering two times, in spring and in autumn

HAPPYdendron® Robust Rhododendron suitable for almost all humic soil; ideal for balcony and terraces; flower with three colours in one

Lilly Bell® Compact rhododendron with rich flower display; compact growth up to 40 cm Attracts bees and other pollinating insects!



Kugelbunt® Ball-shaped growth habit in three attractive colours

Encore® Compact growing, evergreen Azalea; flowering in spring and sometimes in autumn until frost



StarStyle® Three enchanting colours; unique star-shaped flowers in contrast to the deep green, healthy foliage

Early spring-flowering shrubs

FrühJa® Attractive assortment of spring-flowering shrubs grown in a special concept pot



Proven Winners®

The best-known plant brand; specifically selected at various locations in the world; known for long longevity and health

Wilde Küche®

Native, wild growing fruit crops and berries are a valuable addition for the Natural Garden as well as in the kitchen!

The plants of the **Wilde Küche®** concept offer a wide variety of fruits rich in vitamins and nutrition.

Fruits can be processed to jelly, marmalades and delicious juices. They are wonderful unique supplements to steaks, gratins and smoothies.

And the environmental aspect: These native shrubs offer small animals like hedgehogs, birds and insects plenty of food and shelter in our gardens.

The design of the labels is created in the folded design with a description of the concept of **Wilde Küche®**, the plant characteristics and a delicious recipe for each of the crops.



Four-Months-Berries

lucky berry®



Blueberry Small, delicious blueberries; Harvest time of 4 months in your own garden, balcony or terrace



Raspberry Small, delicious and healthy raspberries; Harvest time of 4 months in your own garden, balcony or terrace



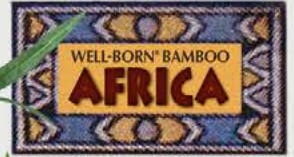
Blackberries Small, delicious and healthy blackberries; Harvest time of 4 months in your own garden, balcony or terrace



Strawberry Small, delicious and healthy strawberries; Harvest time of 4 months in your own garden, balcony or terrace

lucky berry®

Bamboo



1) Well Born® Bamboo Afrika
Concept; exceptional winter hardiness; series of new, attractive bamboo varieties; Non-invasive; won't build side shoots

2) Moontears® Evergreen
Mini bamboo for hedge and bonsai; compact growth; requires pruning

3) Green Bamboo® Own selection; compact bamboo for planters and small gardens; non-invasive; won't build runners

4) Bambus Black Pearl®
Grows up to 3,5 m; can be formed as a hedge; dense foliage; decorative, dark fronts; non-invasive; won't set runners



Terms and conditions

§ 1 General information-Scope

1. These business terms and conditions are part of all sales contracts, agreements and quotations. They become valid latest at the time when order is placed or at the moment, the delivery has been accepted.
2. Entrepreneurs in the senses of these terms and conditions are natural persons or legal entities or partnerships with legal capacities, which one is conducting business, which conduct business or self-employed activities. Customers in the context of these terms and conditions are entrepreneurs.
3. We expressly object those purchase- or order regulations, which deviate from our own sales- and delivery rules or which are opposed or in addition to these regulations. This is valid even in the case these other rules are known. They will not become part of the contract unless the validation explicitly has been agreed upon in writing.

§ 2 Contract conclusions

1. Our offers are subject to change depending to our availability.
2. With the fixed order the customer sets a binding declaration that he wants to purchase the merchandise ordered. We are entitled to accept the contract quotation mentioned in the order within two weeks of receiving the order. The acceptance can be declared either in written form or with the delivery of the merchandise.
3. The contract conclusion is subject to change providing that our purchase from other external suppliers is correct and delivered on time. This is only the case, if the failure to deliver is not caused by us, especially when concluding a congruent transaction with our supplier exists. The customer will be informed about the non-availability without delay. Already concluded payments will be reimbursed immediately.
4. Should the customer order digitally, the contract information will be saved by us and upon request by the customer sent to him – including the terms and conditions – via E-Mail.

§ 3 Prices and Terms of payment

1. All prices are ex point of sale without packaging or transportation in Euro plus sales tax. The old prices will lose their validity, when a new catalogue and/ or price list will be published.
2. Foreign currency will be converted to Euro using the valid official exchange rate of the date of invoice by the Deutsche Bundesbank (Federal Bank of Germany), unless the invoice is issued in this currency.
3. The list prices are not valid for plants selected personally in our nursery.
4. We reserve the right to carry out orders against cash on delivery.
5. We won't charge customers extra fees for communication expenses.
6. After receiving the merchandise, the customer agrees to pay the invoice within 30 days of the date of invoice. After 30 days, the payment is late. During this delayed payment period, the customer must pay interest on the money owed at a rate of 5 percentage points above the base interest rates. We reserve the right to prove and assert higher damage caused by the delay to our customer.
7. In commercial legal transactions, the exercise of a right to refuse performance or a right of retention on the part of our customer is excluded.
8. Checks or bill of exchange will only be accepted, if there is no other way and the customer guarantees the coverage. Expenses of this transaction need to be paid by the customer.
9. If there is a significant deterioration in the financial circumstances of our customer, we are entitled to make the provision of our contractual service dependent on the advance payment of the agreed remuneration or a corresponding security deposit.

§ 4 Passing of risk, shipping and packaging

1. The customer assumes the risk of accidental deterioration of the goods when they are handed over at the nursery, in the case of shipping, when the goods are delivered to the forwarding agent, carrier or other person or institution responsible for carrying out the shipment.
2. The handover procedure is the same, if the buyer is in default of acceptance.
3. In the case that we purchase the merchandise from other suppliers, the packaging need to be properly and carefully chosen. Plants shipped via open lorries need to be covered by tarpaulin. The individual positions in the order need to be clearly marked.
4. An insurance contract for the transport will only be made upon explicit request. All expenses will have to be paid by the customer.
5. All disposable packaging material will be invoiced at cost price. Reusable packaging such as lattice boxes or nursery pallets remain our property and need to be returned at the customer's expense.
6. Packaging- and shipping costs or cartage can be charged later as far as they can be proven to have occurred.
7. Delivery by truck can only happen using free drivable roads. The risk needs to be carried by the customer.

§ 5 Delivery obligations

1. In the event of weather catastrophes such as drought, frost or hail or other unforeseen circumstances through no fault of our own, such as epidemics, strikes, lockouts, operational disruptions of any kind, war, war-like events, currency changes or official intervention the delivery period is extended for the duration of the hindrance. If delivery becomes impossible due to the circumstances mentioned, we shall be released from the delivery obligation. In these cases, the customer cannot claim any compensation.
2. Fixed delivery dates are only binding when confirmed in writing.
3. Partial deliveries are expressly reserved.

§ 6 Measurements and samples

1. All of the measurements mentioned are approximate dimensions. Deviations of up to 10 % above or below are permitted.
2. Samples show the average qualities. Not all plants delivered need to match the look of the samples.

§ 7 Retention of title

1. In the case of contracts, we reserve title to the goods until all claims from an ongoing business relationship, including ancillary claims, have been settled in full. The retention of title also remains if individual claims of ours are included in a current invoice or account and the balance has been drawn and acknowledged.
2. Our ownership of the goods subject to retention of title is not lost if the entrepreneur as the buyer temporary covers with soil or plants the delivered plants on his property or on someone else's property until they are resold. The goods subject to retention of title are to be stored, temporary covered with soil or planted separately from other plants and marked in such a way that we can recognize that they are growing. The customer is obliged to treat the reserved goods with care – free of charge. These include in particular proper storage, planting, fertilization, and irrigation.
3. The customer is obliged to notify us immediately of third-party access to the goods, for example in the event of a seizure, as well as any damage or destruction of the goods, stating the name and address of the pledgee. The customer must notify us immediately of a change in ownership of the goods or a change of residence.
4. We are entitled to withdraw from the contract and to demand the return of the goods if the customer behaves in breach of contract, in particular if he is in default of payment or if he breaches an obligation in accordance with Sections 2 and 3 of this provision.
5. The customer is entitled to resell the goods in the ordinary course of business. The customer hereby assigns to us the claims to which the buyer is entitled from the resale, including all ancillary rights and including any balance claims. We accept the assignment. After the assignment, the customer is authorized to collect the claim. We reserve the right to collect the claim ourselves as soon as the customer does not properly meet his payment obligations and defaults on payment.
6. The treatment and processing of the goods by the customer always takes place in our name and on our behalf. If goods are mixed with goods that do not belong to us, we acquire co-ownership of the mixed goods in proportion to the value of the goods delivered by us to the other goods.

§ 8 Guarantee and warranty

1. There is no guarantee that the plants will grow. If the customer expressly requests a guarantee, this must be agreed and paid for separately. A growth guarantee granted extends to a period of one year from delivery and presupposes that the customer has given the plants the right treatment for this plant species. This includes in particular the correct planting depth, fertilization and irrigation. Cases of force majeure, in particular drought, frost, pest infestation, etc. are not covered by the guarantee. The growth guarantee is not a guarantee in the legal sense.
2. A guarantee for varietal authenticity is only given upon request. In the case of fruit trees, the guarantee for the authenticity of the varieties and the required documents is assumed for up to five years from the date of delivery. The warranty for berries, roses and other trees and shrubs only runs for a period of two years from the date of delivery. No guarantee is given for the authenticity of the offspring. In the case of grafting stock and young plants, we only guarantee the authenticity of the varieties supplied for a period of one year from the date of delivery.
3. If the buyer is a company, we initially provide a warranty for defects in the goods, at our discretion, by rectification or replacement delivery.
4. If the replacement performance fails, the customer can in principle demand a reduction in payment (price reduction) or cancellation of the contract (withdrawal) at his discretion. In the case of only a minor breach of contract, in particular in the case of only minor defects, the customer is not entitled to withdraw from the contract.
5. Companies must notify us in writing of obvious defects within a period of 8 days after receipt of the goods; otherwise, the assertion of the warranty claim is excluded. The timely dispatch is sufficient as deadline. The entrepreneur bears the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time the defect was discovered and for the timeliness of the notice of defects.
6. If the customer chooses to withdraw from the contract due to a defect in legal matters or quality after subsequent correcting performance has failed, he is not entitled to any additional claims for damages due to the defect. If the customer chooses compensation after the correction performance has failed, the goods remain with the customer if this is reasonable for him. Compensation for damages is limited to the difference between the purchase price and the value of the defective item. This does not apply if we have caused the breach of contract fraudulently.
7. The purchase of plants protected by patents and proprietary plant rights, as well as those whose names are trademarked, obliges the company as the buyer to only resell the varieties with the original labels that came with the plants and not to use the purchased plants or parts thereof for propagation and to refrain from any sale of such plants abroad. The entrepreneur as buyer undertakes to impose this measure on his customers in cases of resale.

§ 9 Limitation of Liability

1. In the case of slight negligent breaches of duty, our liability is limited to the foreseeable, contract-typical, average damage depending on the type of goods. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.
2. The above limitations of liability do not apply to customer claims arising from product liability. Furthermore, the limitations of liability do not apply to bodily injury or damage to health or loss of life of the customer that is attributable to us.
3. Claims for damages by the customer due to a defect expire one year after delivery of the goods. This does not apply if we can be accused of gross negligence or in the case of bodily injury or damage to health for which we are responsible or if the customer dies.

§ 10 Final Terms and conditions

1. The law of the Federal Republic of Germany is binding. The provisions of the UN sales law do not apply.
2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is Westerstede, postal code 26655. The same applies if the customer does not have a general place of jurisdiction in Germany or if his domicile or habitual abode is not known at the time the action is filed.
3. Should individual provisions of the contract with the customer, including these General Terms and Conditions, become wholly or partially ineffective, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective regulation should be replaced by a regulation whose economic success comes as close as possible to that of the ineffective one.



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