

General Terms and Conditions

I. Applicability / Offers

1. Our General Terms and Conditions apply to all contracts (incl. future contracts) concluded with companies or juristic persons under public law.
2. Our offers are free. Transactions and agreements, warranties, representations and guarantees by our employees in connection with the conclusion of a contract will only be binding if confirmed by us in writing.
3. Deviations from documents including illustrations, drawings, weights and measurements as well as price lists deemed acceptable to the ordering party remain reserved if not expressly indicated as binding. We reserve ownership rights and copyrights in estimates, drawings, calculations and other documents. Making them available to third parties requires our consent.

II. Prices

1. Unless otherwise indicated prices agreed upon are in Euro ex works or warehouse. Purchase prices do not include packaging, freight and customs; such cost shall be borne by the ordering party. Value-added tax at the rate applicable upon conclusion of the contract shall be added to the prices agreed upon. Unless otherwise agreed upon in writing the terms and prices of our price list in effect upon conclusion of the contract shall apply.
2. Increases in material prices, wages or taxes occurring until the time of delivery entitle us to recalculate and increase prices provided that the ordering party is a company / merchant.
3. In case of orders falling below EUR 100.00 (small orders) prorated processing fees amounting to EUR 10.00 will be charged.
4. Packaging is charged at cost price and credited (two thirds) in case of free return.

III. Terms of payment

1. Our invoices shall be paid within 30 days following the invoice date; after that date the ordering party will be in default. If payment is effected within 8 days following the invoice date a discount of 2% of the net value of the goods will be granted. Date of payment is the date at which we can dispose of the money. Deducting a discount will not be permissible if claims arising from older invoices that are due have not been paid.
2. The ordering party can only offset our claims if the ordering party's claims are undisputed or if there is legal title, a right of retention can only be claimed by the ordering party if it is based on claims arising from the same contract.
3. Payments by way of a bill of exchange are subject to prior agreement. Bills of exchange and cheques are only accepted for payment purposes. Discounts and expenses will be charged to the ordering party's account. There is no obligation of an early presentation or protest of a bill of exchange.
4. If payment is defaulted interest at the rate of 8 percent above the basic interest rate or an additional damage caused by default will be charged.

IV. Periods of delivery and dates

1. Periods of delivery and dates are of approximate nature only unless we expressly confirm them as binding in writing.
2. A period of delivery begins upon sending the confirmation of the order but not prior to the production of documents, permits, releases and prior to the receipt of a (down)payment agreed upon.
3. A period of delivery is deemed to have been adhered to, if until the expiration thereof the object of delivery has left our plant or if readiness for dispatch is communicated.
4. A period of delivery shall be reasonably extended in the event of labour disputes involving strike or lockout or unforeseeable impediments beyond our control insofar as such impediments have a significant effect on the locating and delivery of the object of delivery. This provision also applies if such circumstances affect our suppliers and subcontractors.
5. If a shipment is delayed as requested by the ordering party the cost involved in the storage or, in case of a storage at our plant, min. 0.5% of the net amount invoiced will be charged to the ordering party's account on a monthly basis starting one month after a notice of readiness for dispatch is given. Payment of damages will be increased or reduced if we can produce evidence of a greater damage or if the ordering party can produce evidence of a lower damage. We are entitled to otherwise dispose of the delivery item after setting a time limit having expired without result and to supply the goods within a reasonably extended period of delivery.
6. The ordering party's discharge of all contractual obligations shall be prerequisite for adherence to the period of delivery.

V. Passing of risk and acceptance

1. Risk shall pass to the ordering party upon dispatch of the delivery items even if transported with one's own means of transport. At the ordering party's request an insurance covering theft, breakage, transport, fire and water and any insurable risks will be effected.
2. If a delay in delivery is attributable to circumstances the ordering party is responsible for, risk will pass to the ordering party from the date at which the goods are ready for dispatch; however, we are under an obligation to effect the insurances at the expense of the ordering party as requested by the ordering party.
3. Notwithstanding the rights arising from par. VII Items delivered shall be accepted by the ordering party even in case of minor defects.
4. Partial deliveries are permissible.

VI. Reservation of title

1. All items supplied remain our property (reserved goods) until all claims including, in particular, balance claims due to us in the course of the business relationship (balance reservation) and claims unilaterally established by a receiver when opting for performance are satisfied. This also applies to future and contingent claims (e.g. arising from acceptor's bills) and if payments were made for special claims. This balance reservation will cease to exist if all claims not satisfied at the date of payment and included in this balance reservation are satisfied.
2. Reserved goods are processed by us in our capacity as manufacturer in terms of Section 950, German Civil Code, without entering into any obligation. Goods processed are regarded as reserved goods within the meaning of par. 1. If the ordering party processes, combines and mixes reserved goods with other objects not belonging to us, we will acquire co-ownership in this new object in proportion of the invoice value of our reserved goods to the invoice value of the other goods used at the time of processing, combining or mixing. If our ownership ceases to exist by processing, combining or mixing, the ordering party shall transfer to us the ownership rights in the new object that are due to it to the extent of the invoice value of the reserved goods and shall keep them for us free of charge. Our co-ownership shares constitute reserved goods within the meaning of par. 1.
3. The ordering party shall only sell reserved goods belonging to us in the ordinary course of business. The ordering party shall assign to us all claims (including future claims) that can be asserted by the ordering party against third parties in connection with a resale. The ordering party shall do so when placing an order. At our request the ordering party shall notify a third party of an assignment for the purpose of payment to us.

4. We are entitled to insure a delivery item against theft, breakage, water and any other damage at the expense of the ordering party unless the ordering party has verifiably effected such insurance.
5. The ordering party shall neither pledge nor effect a chattel mortgage. The ordering party shall notify us of any attachments or other orders by third parties without delay.
6. We are entitled to rescind the contract and to demand a return of the goods in the event of a default by the ordering party (delayed payment, in particular).

VII. Notice of defects and warranty

1. Warranty claims can only be asserted by the ordering party, if the ordering party has properly fulfilled its obligation to inspect and the obligation to notify defects in terms of Section 377, German Commercial Code.
2. The ordering party shall assert claims for recourse against us, provided that the ordering party did not enter into any agreement going beyond normal claims based on defect.
3. In case of a defect of the object purchased we are responsible for we shall be given the chance to effect a subsequent performance within a reasonable period of time. We can either opt for a remedy of the defect or a replacement.
4. In case a subsequent performance has failed, the ordering party notwithstanding any claims for replacement may rescind the contract or reduce the purchase price. Claims for expenses (transport, road costs, labour and material) incurred for the purpose of subsequent performance shall be excluded to the extent that expenses increase as the object was subsequently taken to a place other than the place of fulfillment.
5. Claims based on defects cannot be asserted in case of an insignificant deviation from the properties agreed upon. This also applies, if goods are not stored, used or installed properly by the ordering party or if they are mixed with or installed into items not produced by us. Furthermore, no claims based on defect can be asserted on grounds of normal wear and tear or inappropriate handling of the goods by the ordering party or third parties and in case of a damage in connection with repairs or other third party activities. No claims based on defect can be claimed on grounds of external influences (weather, in particular) and if our operating and maintenance instructions are not followed. We will only be liable, if a warranty is verifiably not attributable to one of the aforementioned cases.
6. Claims for a defect of quality become statute-barred after 12 months; the time limit starts upon passing of the risk. Above provisions shall apply, if longer periods are provided for by law (Section 438, para. 1, subpara. 2 - thing used for a building, Section 479, para. 1 - recourse claim and Section 364a - construction defects).
7. Unless otherwise provided for in the foregoing provisions additional claims by the ordering party shall be excluded for whatever cause in law. We are, therefore, not liable for any damage not caused to the delivery item itself; in particular, we are not liable for lost profits or any other financial loss suffered by the ordering party.
8. We assume liability as provided for by law, if we have culpably acted in breach of contract; in such case, however, our liability shall be limited to the foreseeable contractual damage. As for the rest, any liability for damages shall be excluded.
9. Aforementioned disclaiming of liability shall be inapplicable, if a damage is attributable to intent or gross negligence and it shall not apply to any damage to life, body or health and in cases in which the ordering party claims damages on grounds of an assumption of a guarantee regarding the existence of a property, unless a quality guarantee only covers the contractual conformity of the underlying delivery but not the risk of a consequential damage. A change of the onus of proof to the detriment of the ordering party cannot be inferred from the foregoing provisions.

VIII. Additional liability

1. An additional liability for damages in derogation of par. VII (breach of obligations arising from the obligation and tortious acts, in particular) is excluded notwithstanding the legal nature of the claims asserted.
2. This exclusion of liability does not apply to claims arising from the Product Liability Act and in case of damage to life, body and health attributable to us.
3. To the extent our liability is excluded or limited this also applies to the personal liability of our employees, employee representatives and vicarious agents.

IX. Supplier's right of rescission

1. In case of unforeseeable events within the meaning of par. IV significantly changing the economic importance or the performance content or having a significant impact on our operations and in case of a subsequent impossibility of performance the contract shall be adjusted to a reasonable extent.
2. If deemed economically unacceptable we shall be entitled to rescind the contract in full or in part. Claims for damages asserted by the ordering party on grounds of such rescission shall be excluded.
3. If we intend to exercise the right of rescission we shall forthwith notify the ordering party thereof as we know of the extent of the event even if an extension of the period of delivery was agreed with the ordering party for the time being.

X. Applicable law, venue, partial invalidity

1. Exclusive venue for all current and future claims arising from the business relationship with companies / merchants, juristic persons under public law and special funds under public law including claims based on bills and cheques shall be the courts having jurisdiction over our registered office. We shall also be entitled to sue the ordering party at the court of its place of residence.
2. Unless otherwise provided for in the confirmation of order our registered office is identical with the place of fulfillment.
3. These Terms and Conditions and the entire business relationship between us and the ordering party shall be governed by the laws of the Federal Republic of Germany.

XI. Miscellaneous

1. Deviating, conflicting or additional terms and conditions of the ordering party shall not become part of the contract even if known unless they have expressly been consented to.
2. A modification or invalidity of a provision of these Terms and Conditions shall not affect the validity of the remaining provisions.