

Terms and conditions of sale and delivery

§ 1 Validity

1. Our terms of delivery only apply to all deliveries and services. The customer's general terms of business don't apply even if we do not expressly refute them.
2. The terms and conditions apply to:
 - I. Business people if the contract is part of the commercial trade,
 - II. Legal persons under public law and public special funds.

§ 2 Range and scope of the delivery

1. Our written confirmation of order is binding for the scope of the delivery. Subsidiary agreements and changes require written confirmation from us.
2. If a contract has been concluded without a written confirmation of order having been presented, our offer or – if such has not been presented – the written order of the customer is binding.
3. Our offer is subject to change.
4. We reserve the unrestricted property rights, copyrights and utilization rights to cost estimates, drawings and other documentation: they may not be made accessible to third parties. Drawings and other documents forming part of the offer are to be immediately returned to us in the event that we do not receive the order.

§ 3 Prices

1. The quoted prices are net, excluding VAT, ex works, excluding postage and packaging charges binding for the next three months. Exceptions are special regulations made in writing in offers or agreements. After this time, we are entitled to carry out an adjustment in accordance with the given cost situation.
2. For small orders with a value of up to € 150, we charge a processing fee of € 15.

§ 4 Payment

1. All payments are to be made within 30 days of the date on the invoice, net, to the account given. For payments made within 8 days of the date of the invoice, we grant a 2% discount.
2. In the event of arrears, standard bank charges apply: however, at least 8% plus the basic interest rate according to § 247 of the German Civil Code. The assertion of further damage caused by default is not excluded by this.
3. Withholding payments or setting them against any counterclaims by the client disputed by us and not legally valid, are not allowed.
4. We only accept bills of exchange and checks in the case of special agreements and only on account of payment. The client is responsible for all costs associated with the bills of exchange and checks. We are not liable for the punctuality of the protest.

§ 5 Delivery time

1. Dates for deliveries and the performance of service are only binding if we have expressly confirmed them in writing. The delivery period starts upon sending the confirmation of order: however, not before the documentation to be provided by the client have been provided.
2. The delivery date is considered met if the delivery item has left the factory by the expiry date of the delivery time or if notification of its readiness for dispatch has been issued.

3. The delivery date is extended accordingly in the event of measures covered by industrial action, in particular strikes and lock-outs, and the occurrence of unforeseen events which we are not responsible for. This also applies if the circumstances arise at subcontractors' places of business. The aforementioned conditions are not our responsibility if they occur during late delivery either. We will inform the client about the start and end of such obstacles as soon as possible.
4. Should we be late with our deliveries or performing our services, and should the client grant us an appropriate extended deadline with the express declaration that he will refuse to accept the delivery / services should this extension expire, the client is entitled to rescind the contract.
5. If damage arises for the client as the result of a delay caused by us, he is entitled, under exclusion of any further claims, to claim compensation for delay. For each full week of the delay, it amounts to 1/2%. However, it may not exceed 5% of the value of that part of the entire delivery which cannot be used on time or in accordance with the contract due to the delay.
6. Compliance with the delivery date assumes that the client's contractual duties have been fulfilled.
7. Should dispatch of the delivery be delayed at the request of the client, the client will be charged – as of the month in which notification of the readiness for dispatch is issued – the charges caused by storage in our factory: however, this will be at least 1/2% of the invoice amount for each month. However, we are entitled, following the setting and fruitless expiry of an appropriate date, to dispose of the delivery item elsewhere, and to make deliver to the client at an appropriate extension date.

§ 6 On-call orders

1. All on-call orders, unless agreed to otherwise, are to be accepted within three months at the latest of the expiry date of the delivery date without the need for a request for acceptance. If this date has expired, we are entitled at any time to bill for the goods upon sending them.
2. If no delivery date was arranged, we are entitled to the aforementioned rights for a year following conclusion of the contract.

§ 7 Passing of a risk and dispatch

1. The danger is passed to the client upon dispatch of the delivery items at the latest, i.e. even if partial deliveries are made or we have assumed other services, e.g. the carrying costs or transportation.
2. Should the dispatch be delayed due to circumstances for which the client is responsible, the risk is passed to the client as of the day of readiness for dispatch.
3. At the client's request, the consignment can be insured by us: the client is responsible for the costs.

§ 8 Guarantee

1. For defects to the delivery – including the absence of expressly guaranteed properties – we are liable (excluding all further claims) for improving or supplying free of charge at our discretion all those parts which, within six months of the passage of risk, prove to be of no use or not inconsiderably impaired as the result of a circumstance before passage of risk, in particular due to imperfect construction, poor raw materials or defective workmanship. We are to be informed immediately in writing in the case of such defects being determined.
2. Any replaced parts then become our property: they are to be returned to us free of charge upon request.
3. Unless caused by us, we cannot assume any guarantee for unsuitable or improper use, improper assembly/commissioning by the client or a third party, natural wear and tear, defective or negligent treatment, unsuitable operating means, replacement materials, defective construction, chemical, electrochemical or electrical influences.

4. In the event of the client or a third party carrying out improper or unapproved changes or repair works, the liability for the resulting damage is cancelled.
5. The client is obliged to give us sufficient time and opportunity to carry out all necessary improvements and substitute deliveries. Should he refuse to do so, we are freed from the liability for defects.
6. Should we miss the appropriate deadline given to us to make improvements or a substitute delivery in the event of a defect caused by us, the client is entitled to rescind the contract. The client's right to rescind the contract also exists in the event that we should not be able to make improvements or make a substitute delivery.
7. Any other claims against us asserted by the client are our vicarious agents are excluded, especially the claim for damages not on the delivery item itself. This doesn't apply if the case of intent, of gross negligence or the absence of guaranteed properties.

§ 9 Reservation of ownership

1. We reserve the ownership of the delivery item until all payments stipulated in the delivery contract have been made. In the event of client conduct contrary to the terms of the contract, in particular in the event of payment arrears, we are entitled to takeback the delivery item following a warning of such, and the client is obliged to return it. In taking back and seizing the item by us, the right to rescind the contract only exists if we expressly declare this in writing, as long as the payment law doesn't apply. In the event of seizure or other intervention by third parties, the client is obliged to inform us immediately in writing.
2. The client is entitled to sell the delivery item as part of the ordinary course of business. However, he already signs over to us all debts arising for him from the further sale to the purchaser or to third parties, irrespective of whether the conditional commodity is to be sold without or following further processing. The client is also authorized to include these debts following the signing over. Our authorization to collect the claims ourselves is not affected by this: however, we are obliged to not collect the debts as long as the client properly complies with his financial commitments. We can demand that the client informs us of the signed-over debts and their debtors, provides all information required for collection purposes, and gives us the accompanying documentation and informs the debtors of the signing-over. If the delivery item is sold along with other goods which do not belong to us, the debt of the client to the customer is considered signed-over to the amount of the delivery price agreed between us and the client.
3. The processing or reshaping of conditional commodities is always carried out for us by the customer. If the conditional commodity is processed with other items which do not belong to us, we acquire the co-ownership of the new item proportionally to the value of the conditional commodity over the other items to be processed at the time of the processing. For the item resulting from the processing, the same applies as to the conditional commodity.
4. The client is obliged to insure the delivery item against theft, breakage, fire, water and other damage during the period of reservation of ownership, and to inform us of such. If this doesn't happen, we are entitled to take out the insurance at the client's cost.
5. The reservation of ownership and the insurances we are entitled to apply until complete exemption from contingent liabilities, e.g. in the event of payment made in the so-called check-bill of exchange method, which we have entered into in the interest of the client.
6. We are obliged to unblock the insurances we are entitled to in this respect if the value of the debts to be insured – provided they have not been paid – increase more than 20%.

§ 10 Liability

1. Unless any other agreement has been reached in these terms and conditions, the client has no claims towards us and our vicarious agents, irrespective of the legal basis, due to the violation of contractual, pre-contractual or legal obligations provided the violation of these obligations is not based on intent or gross negligence.



§ 11 Further rights to rescind the contract of the client

1. The client is entitled to rescind the contract if the entire performance is made impossible before passing of a risk. The same applies to our inability. The client is also entitled to rescind the contract if it is impossible to, in the event of an order of similar items, provide the precise number for a part of the delivery, and he has a justified interest in rejecting a partial delivery: if this is not the case, he client is entitled to reduce the counter performance accordingly.
2. Should this impossibility occur during the delay in acceptance or be caused by the client, the client remains obliged to counter performance.
3. As long as they are legally permissible, exclusions are all other more extensive claims made by the client, especially with regard to change, cancellation or reduction and to the replacement of damage, of whatever type, even of that damage which didn't arise to the delivery item itself.

§ 12 Place of jurisdiction

1. If the client is a businessman, a legal person under public law or public special funds, our local court is the place of jurisdiction for all disputes arising from this contractual relationship. We are also entitled to take legal action at the client's main place of business