

General Terms and Conditions of Sale

I. Making offers and concluding contracts

1. The documents of the supplier serve only as approximations. The supplier reserves property rights and intellectual property rights on cost estimates, drawings and other documents; these may not be made accessible to third parties.
2. The offers made by the supplier are always subject to change without notice.
3. All agreements and offers are subject to our conditions: these shall be recognized upon the placing of an order or the acceptance of a delivery. Differing conditions of the recipient which we have not expressly recognized in writing are not binding on our part, even if we do not explicitly express our opposition to them.

II. Prices and payment conditions

1. Bills and cheques shall only be accepted by way of performance without assuming any liability of protest and only following agreement and under the precondition of their discountability. Discount charges shall be calculated from the day on which the invoice amount is due. Bills shall be accepted without accepting liability for the correct and timely presentation, protest, notification and return of the bill if it is not redeemed.
2. If the ordering party ceases payments, becomes overindebted, or if there is a delay in payment, the supplier is entitled, without prejudice to other rights, to demand securities or advance payments for outstanding deliveries. In the cases outlined, the purchase price is due immediately.
3. The ordering party may not withhold or refuse to perform its services because of counterclaims, whatever these may be, or offset payments with counterclaims, unless these counterclaims are recognized by the supplier or determined by a court of law.

III. Delivery time

1. The delivery times set out in the offer or the order confirmation are non-binding and are approximate in nature, unless something to the contrary has been agreed.
2. An agreed delivery time is non-binding if the ordering party fails to supply the required documents on time or if we do not receive an agreed prepayment on time.
3. The delivery time shall be extended by an appropriate amount of time in the case of industrial action, particularly in the case of strikes and lock-outs, as well as in the case of unforeseen impediments which are beyond the control of the supplier, so long as such impediments can be shown to have a considerable effect on the completion or delivery of the delivery item. This shall also apply if the circumstances in question befall sub-contractors.

The supplier must inform the recipient of such impediments without undue delay. If the delay in delivery which is caused by the above reasons lasts longer than 4 months, the recipient is entitled to withdraw from the contract. All further claims on the part of the recipient are excluded.

IV. The transfer of risk and acceptance of delivery items

1. The risk is transferred to the ordering party upon shipment of the delivery items at the very latest, even if partial deliveries are made or the supplier has taken on other responsibilities such as payment for the shipment costs or carrying out delivery and assembly. Upon request from the ordering party, the shipment shall be insured by the supplier at the ordering party's expense against theft, breakage, transport damage, fire damage, and water damage or other insurable risks.
2. If the shipment is delayed due to circumstances which the ordering party is responsible for, the risk is transferred to the ordering party from the day on which the shipment is ready to be sent. However, at the request of the ordering party and at the ordering party's expense, the supplier must take out the insurance which the former requests.

V. Retention of title

1. The delivered goods remain the property of the supplier until all claims stemming from the business relationship between the supplier and the ordering party are paid in full (in the case of payments made by cheques or bill, until these have been redeemed).
2. The ordering party is entitled to resell the goods which are subject to retention of title (the "conditional commodity") in the course of its regular business. However, it is not entitled to pledge the goods, transfer them by way of security, or assign them for security. The ordering party must secure the rights of the seller of the conditional commodity upon the resale on credit of the conditional commodity.
3. The claims of the ordering party from the resale of the conditional commodity are assigned by the ordering party to the supplier already at this stage. The supplier shall accept this assignment.
4. Should the conditional commodity be joined to other goods that do not belong to the supplier, then the supplier is entitled to the co-ownership share of the new object in proportion to the invoice value of the conditional commodity, in relation to the other joined goods at the point in time of them being joined together. Should the ordering party have sole ownership of the new object, then the contractual parties are agreed that the ordering party shall grant the supplier co-ownership of the new object in proportion to the invoice value of the conditional commodity, and that the former shall store the new object for the supplier at no charge.
5. Should the conditional commodity be resold together with other products, regardless of whether this takes place without or following processing, joining, mixing or amalgamation, then the assignment in advance agreed above shall only apply to the amount of the invoice value of the conditional commodity which was sold together with the other goods.

VI. Liability for delivery defects

In the case of delivery defects, including the absence of guaranteed characteristics, the supplier shall be liable as follows, with other remedies being excluded:

1. All components which, due to circumstances which existed before the transfer of risk – particularly due to faulty construction, defective materials or inadequate workmanship – turn out within 6 months of being delivered to be unusable or whose use is not insignificantly impaired within this timeframe are to be repaired or replaced at the reasonably exercised discretion of the supplier. A differing warranty period requires explicit agreement. The supplier is to be notified in writing of such defects without undue delay. The replaced parts shall become the property of the supplier. Should the delivery be delayed at no fault of the supplier, the supplier's liability shall cease 12 months after the transfer of risk, even if the good in question has not been brought into service or accepted by the recipient. Should the warranty period be contractually defined in individual cases as beginning with the bringing into service or acceptance of the good in question, and the bringing into service or acceptance is delayed at no fault of the supplier, then the bringing into service or acceptance of the goods in question (denoting the start of the warranty period), shall be considered to be complete 4 weeks after delivery at the latest.

2. No liability is accepted for damage which is caused by the following reasons: unsuitable or improper use, incorrect assembly or bringing into service by the ordering party or a third party, natural wear and tear, incorrect or negligent treatment and cleaning, unsuitable equipment, unsuitable foundations, or chemical, electrochemical or electrical influences, to the extent that these are not the fault of the supplier. 3. The supplier shall bear the direct costs resulting from the repairs or replacements – to the extent that the claim turns out to be justified – the costs of the replacement parts including shipment, as well as reasonable costs for dismantling and installation, and, to the extent that it can be reasonably demanded in individual cases, the assembly costs incurred by hiring assemblymen and assistants if required. Travel costs, travel times and other costs which are incurred via performances carried out off our premises shall be borne by the ordering party. These include waiting periods that are not caused by the supplier. Any other costs shall be borne by the ordering party.

4. The guarantee period for the replacement part and repairs is 3 months. It shall apply until the end of the original guarantee period for the delivery object at the very least. The period of liability for defects with regard to the delivery object shall be extended by the period of business interruption caused by the repairs.

5. No liability is assumed for the consequences of improper changes or maintenance work carried out by the ordering party or a third party without previous authorization of the supplier.

6. All further claims on the part of the ordering party are excluded, including in particular the claim to compensation for damage which has not occurred to the delivery object itself. This exclusion of liability shall not apply in the case of intent or gross negligence on the part of the managing director or senior employees. It shall also not apply in the absence of characteristics which are explicitly guaranteed if the purpose of this guarantee is to safeguard the ordering party against damage which does not occur to the delivery object itself.

VII. Liability for secondary obligations

If the delivered object cannot be used by the ordering party in accordance with the contract because of omissions or errors in recommendations and advice, (given either before or after the conclusion of the contract), as well as other secondary contractual obligations – particularly the operating and maintenance manual for the delivery object – for which the supplier is at fault, then the provisions of Sections VI and VIII apply accordingly to the exclusion of all other claims on the part of the ordering party.

VIII. The ordering party's right of withdrawal and other liabilities of the supplier

1. The ordering party may withdraw from the contract if it becomes impossible for the supplier to carry out the performance in full before the transfer of risk. The same shall apply in the case of the supplier being unable to fulfil its obligations. The ordering party may also withdraw from the contract if, after ordering objects of a similar type, it becomes impossible for a part of the delivery to be carried out in the required quantities and the ordering party has a justified interest in rejecting the partial delivery. If this is not the case, the ordering party can reduce its payment accordingly.

2. If, in the case of a failure to meet an obligation pursuant to Section III of the delivery conditions, the ordering party grants the supplier a reasonable extension and explicitly states that it shall refuse to accept the performance if the extended deadline is not met, then the ordering party is entitled to withdraw from the contract if this deadline is subsequently not met.

3. If the impossibility occurs during a delay in acceptance or through culpability of the ordering party, then the ordering party remains liable for counter-performance.

4. The ordering party also has a right of withdrawal if the supplier fails to meet a reasonable extension that has been set for it to repair or replace a defect that it is responsible for in accordance with the delivery conditions. The ordering party also has a right to withdraw from the contract in other cases of failure with regard to repair or replacement by the supplier.

5. All other claims on the part of the ordering party are excluded, including rescission, termination, or abatement, as well as compensation for damages of any kind, including damage which has not occurred to the delivery object itself. Otherwise the provision in Section VI. 6. 2. shall apply.

IX. Place of jurisdiction, place of performance, applicable law

1. The place of performance for all obligations stemming from this contractual relationship is the registered office of the supplier.

2. If the ordering party is a registered trader, a legal entity as defined by public law or a special fund under public law, suits for all disputes that arise from this contractual relationship should be filed at the court that is either responsible for the registered office of the supplier or the branch of the supplier which sent the delivery. The supplier is also entitled to file a case in the jurisdiction of the ordering party.

3. The contractual relationship is subject to the laws of the Federal Republic of Germany with the exclusion of the Uniform Law on the International Sale of Goods.

X. Severability

Should a provision of these terms of sale be or become invalid, this shall not affect the validity of the remaining provisions.