

I. General

The following terms and conditions apply to the entire business relationship with our customers. The buyer accepts them as binding for the present contract as well as for all future business transactions. He expressly waives the assertion of any own conditions of purchase. These are also not by our silence or by our delivery contract contents; Rather, like any other agreement, they must be separately confirmed by us in writing for each individual transaction.

II. Offers and delivery

1. Our offers are subject to alteration and subject to prior sale. Orders require our written confirmation. Verifiable and correct errors in offers, order confirmations and invoices must be acknowledged.
2. Deliveries are made ex factory or agent warehouse according to our operational conditions. For delivery from agent warehouse, the usual storage supplement will be charged. The goods are considered to have been delivered according to the order, even if they have not yet been accepted by the customer.
3. If no fixed transaction has been agreed, we assume no liability for compliance with a delivery date.
4. Are we or our suppliers prevented from punctual fulfillment of a contract due to manufacturing or delivery disruptions, e.g. due to force majeure, traffic disruptions, strikes, lockouts, shortages of energy or primary material, the delivery period shall be extended accordingly.
5. Changes made later on the customer's request extend the agreed delivery period.
6. The buyer can only withdraw from a contract if he gives us a reasonable period of grace in writing after expiry of the extended deadline. The resignation must be in writing if we do not meet within the grace period. In the case of unjustified withdrawal of the buyer from the contract, we are entitled to demand a contractual penalty not subject to the judicial moderation right up to 30% of the invoice amount.
7. Claims for damages of the buyer due to delay or non-fulfillment are excluded.
8. We are entitled to partial deliveries. Successful partial deliveries are regarded as independent business because of outstanding quantities, the payment of the partial deliveries may not be denied.
9. Changes to the design and construction of the ordered goods entitle the purchaser - insofar as this does not fundamentally impair the purchase or use of the object (s) of purchase - not to withdraw from the contract.

III. Prices

The calculation is based on the prices valid on the day of delivery.

IV. Payment

1. Our invoices are payable within 30 days of the invoice date. For organizational reasons, we can deliver up to a value of € 40.- only against cash or cash on delivery.
2. Cash on delivery and payment in cash, by check or bank transfer within 10 days from the date of invoice, we grant a discount of 2%, unless at the time of payment, there is no other due claim. Decisive is the date of receipt of the payment by us. Incoming payments will be credited to the applicable debt.
3. If the term of payment is exceeded, we shall be entitled to charge the customary bank interest without special reminder, but at least the loan interest demanded by the banks.
4. We reserve the right to decide on the acceptance of bills of exchange and checks on a case by case basis. The credit will only be made under customary conditions. In the event that a bill of exchange or check is not redeemed on time or if circumstances arise for the buyer, which in our opinion no longer justifies a target grant, we can immediately demand the entire claim, even if there are bills of exchange or checks. In such cases, the discount granted will no longer apply and only the gross invoice value will apply.
5. A right of retention of the buyer is excluded. A maintenance is only permitted if we have acknowledged the counterclaim in writing, or this is undisputed or legally established.

V. Reservation of proprietary rights

1. The goods remain our property until the payment of all, including future arising claims from our business relationship with the buyer. This also includes conditional claims.
2. The purchaser is entitled to dispose of reserved goods only in the context of ordinary business dealings; he is not permitted to make other dispositions, in particular as security transfer and pledging.
3. The buyer hereby assigns his claims from the resale of the reserved goods - including the corresponding claims from bills of exchange - with all ancillary rights to us. In the event that the reservation is sold by the buyer together with other goods not belonging to a total price, the assignment is only in the amount we have calculated for the co-sold reserved goods.
4. In the event that the claims of the buyer from the resale are included in a current account, the buyer hereby assigns his claims from the current account to his customers to us. The assignment is made in the amount that we have calculated for the resold reserved goods.
5. The buyer is entitled until revocation to collect the claims assigned to us. If the buyer defaults on the fulfillment of an obligation to us, he shall, at our request, notify the debtors in writing of the assignment, provide us with all information, submit documents, send us over, and surrender bills of exchange. He then has to grant us access to the reserved goods still in his possession, as well as the actual power of disposal over them. Moreover, he has to send us a detailed list of the goods, weed out the goods and at our request at any time surrender.
6. If the value of this security exceeds the amount of our claim by more than 30%, we will release the security of our choice at the request of the buyer.
7. The property of the seller is not lost even when the goods under retention of title are processed. When processing and connecting the goods supplied by us with other goods not belonging to us, we are entitled to the resulting co-ownership of the resulting goods in proportion to the value of the delivered goods to the connection. If the buyer acquires sole ownership of the new item, the buyer hereby grants us co-ownership of it and will hold it for us free of charge until it is sold in the ordinary course of business. The evaluation of the share of the goods delivered by us is exclusively ours.

VI. Packaging and shipping

1. The packaging is made according to professional and commercial criteria. Crates are charged at cost. The costs for the packaging required for proper shipping are included in the price. For additional costs such as For special packaging as well as wagon and container rental, we reserve the right to charge the buyer. Insofar as no specific shipping instructions are given by the buyer, we will grant the cheapest way of transportation at our discretion. The prices apply, unless otherwise agreed, ex works and at the risk of the buyer. For spare parts, repairs, replacement, shipping is generally ex works. For express delivery by post or train, all expenses shall be borne by the buyer.

VII. Transfer of risk, transport damage

1. The risk passes to the buyer as soon as the goods leave our factory or our branches. All shipments, including any returns, travel at the buyer's risk.

2. In the case of demonstrable transport damage (breakage, crushing, moisture damage, etc.), we request notification of the damage occurring immediately - but no later than within 8 days - upon receipt of the shipment. The defective parts are to be returned to us or to the responsible sales office. The claim is settled by crediting the relevant value. Replacement delivery is made according to the point VI. stated conditions.

VIII. Returned goods

1. Returned goods due to misallocation of size or quantity are only permitted if we have given our written consent to the return. For goods taken back a manipulation fee of 20% of the value of the goods is charged or the processing costs charged.

2. Custom-made products are excluded from the return option.

IX. Liability for defects and warranty

1. The goods are delivered in the design and condition as they are customary at the time of delivery.

2. The delivered goods may only be sold unaltered in the original packaging, after repackaging the goods from the original packaging, all warranty claims expire.

3. All delivered products of the seller are to be subject to an incoming goods inspection and inspection by the customer. Further liability for non-performance is excluded. The quality and suitability of the materials on and in which the seller's products are further processed must be checked and tested by the customer or its customers. After further processing of our products by third parties the liability claim expires. In addition, attention shall be paid to the appropriate delivery specifications (including of subcontracting products)

4. Minor or wrong deliveries as well as any defects can only be objected to in writing within 8 days after arrival of the delivery. Defects that are not immediately apparent must be asserted within six months. Delayed or oral complaints are not considered.

5. We are only liable for defects that have demonstrably occurred despite proper installation and handling due to delivery, manufacturing or material defects.

6. The warranty does not apply if changes have been made to the delivered goods or if the buyer does not comply with our request for the return of the defective item.

7. However, we shall only rectify justified complaints at our option through defects in the goods if the defective quantity is returned. A further warranty is not accepted, in particular, conversion or compensation for damages are excluded - for whatever legal reason (assertion of property, positive violation of claims, etc.) - as well as the use of any, not approved by us processing costs. Replacement of direct or indirect damage of any kind is excluded.

8. For third-party products, only the conditions that we have agreed with our subcontractors apply. We only provide compensation for this if we also receive it from our subcontractors. Conditions for the warranty are proper installation and maintenance attitude. The warranty does not extend to the non-calculated subsequent delivery of parts which have worn out as a result of improper handling. The performance and power requirements of our products have been determined by scrupulous research. Deviations do not entitle the purchaser to reduce the purchase price or to delay the fulfillment of his obligation.

9. By repairing, supplementing or replacing the delivered goods, the original warranty periods are neither inhibited nor interrupted.

10. Freight costs for replacement deliveries shall be borne by the buyer.

11. As far as an EAN coding is used, the seller will pay attention to readability. However, the seller does not assume liability for readability.

12. The technical advice given by the seller in spoken and written is non-binding and does not exempt the purchaser from its own examination of the products for their suitability. This also applies if the delivery is generally recommended for a specific purpose. It is the customer's sole responsibility to protect any third-party property rights, e.g. Application patents state of the art and legal regulations to be adhered to when processing the delivery.

X. Labeling of goods

1. A change of our goods and any special cancellation, which can be regarded as a sign of origin of the buyer or a third party or give the impression that it is a special product, are inadmissible.

XI. Plans and documents

1. The information contained in the catalogs, brochures, circulars, advertisements, illustrations and price lists about weights, dimensions, capacities, services and the like are only relevant if they are expressly referred to in the order confirmation.

XII. Final provisions

1. If individual provisions of these terms of delivery or of the delivery transaction become or become ineffective, the validity of the remaining provisions shall not be affected. The contracting parties are obliged to agree on a new provision, which corresponds to the one with the ineffective provision comes closest to the purpose pursued.

2. The place of performance for all liabilities arising from the delivery transaction and the place of jurisdiction for all disputes in connection with the delivery transaction and / or a documentary process is exclusively the registered office of the Seller, unless otherwise agreed.

3. The relations between seller and buyer are exclusively subject to the law of the Federal Republic of Germany. The application of the United Nations Convention or Contracts for the International Sale of Goods is excluded.



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