

General Terms and Conditions

I. General Provisions, Conclusion of Contract

1. Our deliveries take place exclusively pursuant to these present Terms and Conditions, unless expressly agreed otherwise in writing. They are an integral part of all agreements concluded with us as the Supplier and apply to all future agreements and business relations with the Client even if not expressly included in such agreements. Our General Terms and Conditions are deemed accepted no later than with the receipt of the goods.
2. We hereby expressly exclude the validity of the Client's terms and conditions of purchase. Such terms and conditions of purchase are not binding for us even if we do not expressly exclude their validity at the time of the conclusion of contract. In the event of modifications of other collateral agreements, the remaining terms remain in force.
3. Our quotes are always subject to change. All deals, orders and other agreements require our written consent to be valid. The type and volume of the delivery complies with our written acceptance of order or the written contract.
4. Samples and specimens are non-binding ancillary information. All oral and written information on the suitability and possible applications of our products is provided to the best of our knowledge. However, such information merely represents our accumulated experience and cannot be used to assert claims against us. The Client remains obligated to assure himself of the suitability of the respective products for the intended purpose by checking such products himself.

II. Prices, Invoices and Terms of Payment

1. Our terms of payment are as follows: 30 days net following the invoice date, discounts as per individual agreement. Discounts can be granted only if all earlier payable invoices have been paid. If the goods are sold on abroad, the total invoice amount must be paid before the goods cross the border.
2. Unless agreed otherwise, the prices apply ex works, excluding postage and packaging; they are invoiced in EURO.
3. The Client has a right to set off only with undisputed claims or with claims legally established as final and absolute, or may exercise a right of retention only with regard to such claims as are based on the respective contractual relationship.
4. If the Client breaches the payment deadline or fails to pay the full amount owed on time, he is in default without a reminder. Notwithstanding any other existing claims, we are entitled to demand interest for default to the amount of 3 per cent above the respective applicable discount rate of Deutsche Bundesbank, but no less than 7 per cent, starting with the payment deadline. If the Client is in default of payment or if his solvency is in serious doubt, we are entitled to assert all payment claims against him without delay, and / or demand that he provide security even before delivery, or retain outstanding deliveries under the respective contract in question or other contracts, or rescind the existing contracts.
5. If payments are agreed in the form of bills of exchange, such bills are accepted only on account of payment; in particular, such bills do not affect the applicable retention of title. If cheques or bills of exchange are not cashed or honoured, or cashed or honoured only in part, at maturity, all our outstanding payment claims become payable immediately, even to the extent that other bills of exchange with a later maturity were provided for such outstanding payments. We are obligated to perform further deliveries only if the complete outstanding balance has been settled and if outstanding deliveries have been paid in advance to the full amount.

III. Security

1. The Client will grant us the following security until all claims we may have against the Client from current or future business relations on any legal ground have been settled; we will release such security at the Client's request insofar as their value exceeds the claims by more than 10 per cent. Deliveries remain our property. Processing or alteration takes place, without any obligation arising hereof, for us as the manufacturer. If our (shared) property expires on account of integration, amalgamation, processing or alteration, it is hereby agreed that the Client's (shared) property is transferred to us in proportion to its value (invoice amount). The Client will keep our (shared) property safe at no cost to us. Goods that are the (shared) property of the Supplier are referred to as Reserved Goods hereinafter. It is permitted to transfer Reserved Goods by way of security or as collateral. If the Client transfers the remainder he has in the Reserved Goods and acquires a claim in return, he even now transfers said claim to us in full, including any and all balance claims. So long as the Client meets his payment obligations as agreed, he is authorised irrevocably to collect the claims transferred to us in his own name and for his own account. If third parties access Reserved Goods, the Client must point to the property of the Supplier and notify the Supplier without delay. The same applies to claims.
Note:
If the provisions in the General Terms and Conditions result in over-collateralisation, the presumption will be in most cases that the securing agreement is fully void. It is therefore necessary to include the option to release the security to the extent that the value of the security exceeds by more than 10 per cent the claims to be secured.

IV. Delivery Times and Force Majeure

1. The time period set for deliveries and services begins on the day a written agreement on the order between the Client and the Supplier comes into being. Adherence to the time period for deliveries requires: that all documents to be supplied by the Client, required approvals, clearances, the timely clarification and approval of the plans are received in time and that the Client complies with the payment obligations as agreed, as well as with all other obligations. If these prerequisites are not met in time, the delivery time is extended appropriately.
2. The delivery time is deemed as adhered to if the operational shipment has been shipped or collected within the agreed delivery and performance time. If collection is delayed for reasons for which the Client is responsible, the delivery time shall be deemed adhered to if the readiness for shipment is notified within the agreed delivery time.
3. The delivery time is extended appropriately if unforeseen obstacles which are beyond our control occur with us or our subcontractors, such as cases of Force Majeure, traffic disruptions, strikes and lockouts or any other business disruptions which we cannot avert. The Supplier cannot be held responsible for the aforementioned circumstances even if they start to occur during a delay that already existed.
4. If the Client fails to accept the delivery of ordered goods within 14 days following notification of the readiness for shipment or following shipment, we are entitled, after setting a grace period of 14 days, to rescind the contract and/or claim damage payments due to non-performance.
5. If the shipment of the ordered goods is delayed at the Client's request and with our consent, the Client is billed with the costs for storing such goods in our premises, however with no less than 0.5 per cent of the invoice amount for each month of storage or part thereof, starting one month after notification of the readiness for shipment.

V. Passing of risk

1. If free delivery has been agreed, the risk shall pass to the Client when the operational shipment has been dispatched. Unless the Client has given specific orders concerning shipment, the goods can be shipped via the best route at our own discretion. At the Client's request, and at his own cost, the shipment is insured against breakage, transport, fire or water damage.
2. If shipment/delivery is delayed at the Client's request or for reasons for which the Client is responsible, the risk shall pass to the Client for the time of delay; however, we are obligated to take out insurance for the goods at the Client's own cost if requested by the Client.

VI. Damage payments

1. Subject to the following provisions, the Client's claims for damages are excluded unless the damage was caused as a result of intent or gross negligence. This also applies to simply negligent breaches of duty on the part of our vicarious agents.
2. The abovementioned disclaimer of liability does not apply if we are in breach of a significant contractual duty as a result of negligence; however, our liability is always limited to the foreseeable losses that are typical of the contract. In particular, the Supplier is not liable for loss of business profits or loss of savings. This also applies to any and all damages caused by our employees, representatives and vicarious agents.

VII. Material Defects

1. The Client is to notify the Supplier without delay of any material defects.
2. If complaints due to obvious defects are found, the Client is to notify such defects to us in writing within one week following the receipt of the goods; otherwise we exclude the assertion of warranty claims against the Supplier. For the adherence to this period, the timely dispatch is sufficient. Hidden defects that could not be detected in the immediate examination of the goods which the Client is obligated to perform, must be notified by the Client in writing within 4 weeks after the goods have left the supplying plant.
3. In the case of justified complaints, consumers may choose whether supplementary performance shall be achieved through remediation of the defect or through replacement delivery. We are entitled to refute the type of supplementary performance chosen by the consumer if such performance is possible only at unreasonable cost and if the other type of supplementary performance holds no significant disadvantage for the consumer. For entrepreneurs, we assume warranty for defects in the goods either by remediation or replacement delivery, at our own discretion. In any case, supplementary performance is limited to the amount of the contract value. The same applies for the event of a justified complaint concerning a remediated good or a replacement delivery. However, the Client may rescind the contract if the remediation or replacement delivery is delayed, does not take place or is unsuccessful. Any liability for consequential damages from defects is excluded.

VIII. Place of Performance

1. For contracts with merchants, legal persons under public law or special funds under public law, the business seat of the Supplier (D-0428 Deuben) is the exclusive place of performance and place of jurisdiction (including lawsuits in actions concerning bills of exchange, cheques and deeds).
2. If the private consumer has no residence inside the European Union, our business seat is the place of jurisdiction.

IX. Binding Force of the Contract

1. If one or several provisions of these present Terms and Conditions should be invalid for any reason, the Terms and Conditions shall be interpreted, as far as possible, in such a way that the economic purpose originally intended with the invalid provision is attained. In any case, the validity of all remaining provisions shall remain unaffected.