

1. General

Sale and delivery are strictly subject to the following conditions. Any purchasing conditions of the buyer are herewith vetoed. Diverging agreements require a written confirmation. If individual determinations of our sales- and delivery conditions become ineffective, their effectiveness incidentally remains unaffected.

2. Offer and transaction

Our offers are subject to change. The sales transaction is effective with the written order confirmation. The content of the confirmation is strictly decisive. Verbal agreements and agreements via telephone are only binding, if they are subsequently confirmed in writing. Samples and patterns remain our property. The reference to DIN-specifications is a part of the product description and does not constitute a guarantee of quality.

3. Dispatch

Dispatch takes place on invoice and risk of the buyer. The risk is transferred to the buyer as soon as the goods leave our premises, even if a freight-free delivery has been agreed upon. The dispatch route and dispatch manner remain our choice. Unless shipping instructions were provided, the most economical manner of dispatch is selected. The goods will be packaged according to custom and usage. Transport insurance and other insurances of the goods are strictly at the expense of the buyer.

4. Delivery time

Delivery times are always to be considered as an approximate. Delays in delivery or inability to deliver due to non-culpable circumstances or force majeure excludes the assertion of claims for compensation, replacement and cancellation of the agreement.

5. Notice of defects and warranty

The goods are to be inspected immediately upon arrival at their destination. If the goods are not inspected, a warranty obligation for defects of the goods is cancelled.

Notices of defects have to be received by us immediately, but no later than 8 working days from the date, at which the goods arrived at their destination. Concealed defects, which are not obvious during the immediate inspection upon arrival, may only be asserted against us, if the notice of defects was received by us within 3 months from the date of dispatch of the goods. If defects are detected, replacement will be delivered upon return of the defect goods. Further warranty claims of the buyer are excluded in all cases.

In the case of notice of defects as well as warranty, only such defects are considered, which occurred or developed directly on the delivered goods themselves. All further indirect or direct damages will not be compensated.

6. Prices and payment

Unless otherwise agreed upon, prices apply ex works excluding packaging.

Our invoices are payable within 10 days from date of invoice with 2% discount or within 30 days net. If the payment term is exceeded, the legal default interest will be charged from the due date without further reminder, but at least 2% interest p.a. above the respective bank rate of the Deutsche Bundesbank.

All costs and fees for the transfer of the invoiced amount are borne by the buyer. We are not liable for bills of exchange - which we are not obliged to accept - or for cheques being presented or protested in time. The buyer bears the risk for the transfer of the invoiced amount to us. The obligation for payment of the purchase price is fulfilled only at the time of receipt of the amount.

In case of default of payment we are at liberty to withdraw from all current agreements without being liable for any claims of compensation.

7. Reservation of title

Up to the complete payment of all claims arising from the business connection with the buyer in main- and minor issues, the goods delivered remain our property. The buyer is revocable entitled to process the delivered goods or mix them with other parts. Processing and installation into a facility occur to our benefit. We hereby acquire right of ownership in the facilities created by the installation. If our ownership of the goods is extinguished due to the processing, the buyer transfers to us today the ownership to the new facilities, which are created by the process. The buyer is revocable entitled to on-sell the goods, but assigns his rights resulting from the on-selling to us at the time of the sale. If the delivered goods have already been on-sold, the buyer assigns to us those claims resulting from the on-selling, which correspond to our share of co-ownership. The buyer is not entitled to other disposals regarding the reserved goods.

8. Returns

Goods delivered by us are only taken back in impeccable condition with freight-free return following our consent. The goods are not to be older than two years. Returned goods are offset exclusively against current payments less 25% for expenses. The return of custom-made products is excluded.

9. Processing of supplied materials

If parts, which have been supplied by the buyer, are to be processed with our products, they are to be delivered to us free to the place of process. These parts will not be checked by us and we can not assume warranty for them.

10. Place of performance and jurisdiction

The exclusive place of performance for all obligations arising from the delivery and the jurisdiction for all disputes arising from the business of the delivery is the seat of our company.

The law according to the Federal Republic of Germany is binding for the relationship of the agreement parties.