

General terms and conditions of delivery, assembly and payment

1. Conclusion of contract, general contractual content, scope of delivery

1. We shall only carry out deliveries – this includes services, proposals, advice and ancillary services – under the following conditions. We hereby reject all deviating terms and conditions of the purchaser; these shall not be recognised even if we do not object to them again once we have received them. The purchaser acknowledges these terms and conditions of delivery by awarding us the contract, or by accepting the delivery at the latest.
2. Our offers are non-binding. Amendments and supplements to agreements must be made in writing. This also applies to any waiver of the written form requirement itself.
3. The purchaser may only transfer rights under this agreement with our consent.
4. The scope of delivery shall be set out in our written confirmation. In this regard, we are only obliged to carry out delivery if we have the necessary raw materials or branded consumables in stock. References to DIN standards represent a description of the service and not an assurance of characteristics. Drawings, images, technical data and descriptions of weight, dimensions and performance shall only serve as rough guidelines unless explicitly designated as binding in the order confirmation. We reserve the copyrights and all other intellectual property rights to these documents; they may not be rendered accessible to third parties without our express consent.

2. Prices

1. Unless agreed otherwise, our prices include consignment from our factory or warehouse plus VAT and all other costs of packaging, freight, customs and goods in transit insurance premiums, which shall be borne by the purchaser.
2. If, following the conclusion of the agreement, order-related costs should change significantly, the parties are obliged to agree an adjustment of the prices. If the parties are unable to reach an agreement, both shall be entitled to withdraw from the agreement. The parties shall have no other claims as a result of this.

3. Terms of payment

1. Unless agreed otherwise in writing, payment of the net price is to be rendered in full within 30 days.
2. The purchaser may not withhold payments or offset in response to counterclaims that we have disputed. Even against the instructions of the purchaser, we are entitled to use payments to satisfy a different claim than the one originally intended. If the purchaser defaults on the payment of an amount equal to at least 10% of the purchaser's outstanding balance, the following shall be deemed agreed: All receivables on our part shall become payable immediately. We are entitled to render the further processing of all orders of the purchaser contingent on an advance payment or the provision of collateral, or to refuse to complete the orders after having set the purchaser a reasonable subsequent deadline.

4. Delivery, acceptance and release deadlines

1. If delivery deadlines have been agreed, they shall be based on the date the shipment leaves the factory. Otherwise, they are only approximate deadlines. If the purchaser fails to fulfil its obligations or if delivery becomes delayed due to unforeseeable, uncontrollable or extraordinary circumstances occurring in our company, with an upstream supplier or with a carrier, the delivery deadline shall be deemed extended by a reasonable period. The same applies in the event of a strike or lockout. If these circumstances last for longer than one month, we shall be entitled to withdraw from the contract. The delivery deadline shall commence on the date of our order confirmation, yet not before all technical and commercial matters have been resolved. Any changes to the delivery item requested by the purchaser within the delivery deadline shall interrupt and extend the delivery period accordingly. Delays in returning approval drawings shall extend the delivery time.
2. If the purchaser delays in accepting goods or services duly offered to it, the purchaser shall be charged compensation equal to 25% of the invoice value starting one month after we gave notice that the shipment was ready for dispatch; we are not required to provide evidence of the source of the damage or its amount. The purchaser is entitled to provide evidence that we have suffered no damage or considerably less than we have asserted.
3. If we have set a reasonable deadline and it has expired fruitlessly, we are entitled to dispose of the delivery item in other ways.

5. Property rights

The purchaser shall indemnify us against all third-party property rights if deliveries are based on drawings, models or information provided by the purchaser. In the event of a breach of contract on the part of the purchaser, its property rights shall not prevent us from utilising the goods.

6. Transfer of risk

All risk shall transfer to the purchaser when the goods leave our factory/warehouse. If goods are recalled for reasons for which we are not responsible, the purchaser shall bear all risk until we receive the goods.

7. Warranty

1. The purchaser may not file complaints on the basis of conventional tolerances in terms of measurements, quantity, weight, grain size, colour alignment, etc. In cases of doubt, the weight calculated by us shall be authoritative. Complaints are based on the specifications agreed with the customer.
2. Our technical suggestions and recommendations are based on reasonable testing, yet we are under no contractual obligation to provide them. In particular, the purchaser is solely responsible for verifying that the delivered goods or the goods suggested by us are suitable for their intended purpose. In particular, with regard to chain transactions we accept no responsibility towards the customer's customer. As we have no control over who our customers conclude agreements with or the content of those agreements, we reject all claims for damages from downstream customers. In this context, we refer explicitly to the necessary duty of our customers to carry out inspections and tests. Any warranties provided in connection with characteristics must be in writing. This also applies to any waiver of the written form requirement itself.
3. Complaints are to be filed within two weeks of receiving the goods at the latest. Hidden defects are to be reported immediately when discovered. We are entitled to examine the goods in question. The purchaser shall forfeit its claim if it refuses to let us examine the goods. In the event of a legitimate complaint, the claims of the purchaser shall be limited to free (including free postage) replacement or subsequent improvement by us.
4. If we wrongly refuse to remedy the defect or deliver a replacement or if we delay in carrying either of these out, the purchaser must set a reasonable subsequent deadline; if this deadline expires fruitlessly, the purchaser may opt to withdraw from the contract or demand a discount. In so far as legally permissible, the purchaser shall have no further claims, especially to the reimbursement of processing costs, installation and removal costs.
5. If a partial delivery is defective, no rights may be derived in connection with the rest of the partial delivery. We can refuse to satisfy claims relating to defects if the purchaser has failed to fulfil its own obligations.
6. In particular, the following circumstances are not considered defects:
 - Damage resulting from the natural wearing of wear parts
 - Damage caused by improper use, especially omitted or insufficient maintenance
 - Damage resulting from an improper electrical connection under the VDE guidelines
 - Damage resulting from a failure to follow our operating and maintenance instructions
7. All further claims of the purchaser are excluded, especially claims for compensation for damage that has not been sustained by the delivery item. This disclaimer does not apply in cases of intent or gross negligence on the part of the owner or executives, or in cases of defects in the delivery item in which we are liable for personal injury and damage to property caused by privately used items under the German product liability act (ProdHaftG). This disclaimer does not apply if the goods do not feature characteristics that were expressly warranted and if the warranty was intended to protect the purchaser against damage not suffered by the delivery item itself.
8. For us to carry out all the repairs and replacement deliveries we consider necessary at our discretion, the purchaser must grant us the necessary time and opportunities to do so under an agreement; otherwise we shall be released from our liability for defects. The purchaser shall only be entitled to remedy the defect unilaterally or have the defect remedied by third parties and demand that we reimburse the necessary costs in emergencies in which operational safety is at risk, in order to prevent disproportionate damage (we are to be immediately informed if such cases arise) or if we delay in remedying the defect.
9. Warranty claims shall become time-barred 12 months after the purchaser receives the goods.
10. This does not apply if the warranty claim involves claims for compensation

1. for injuries to life, limb or health resulting from an intentional or negligent breach of duty on our part or on the part of one of our legal representatives or vicarious agents. This also does not apply if the warranty claim involves claims for damage resulting from an intentional or grossly negligent breach of duty on our part or on the part of one of our legal representatives or vicarious agents.
2. The warranty period for the replacement part and repair work is three months; however, it shall remain effective until the expiry of the original warranty period for the delivery item at the latest. The deadline for remedying defects in the delivery item shall be extended by the duration of the interruption to operations caused by the subsequent improvement. [10] applies accordingly.

8. General disclaimer

1. We are unrestrictedly liable under the statutory provisions for all damage caused by intent and gross negligence, in cases of injury to life, limb or health, in cases of intentional or grossly negligent violations of warranted or guaranteed characteristics and under other mandatory statutory provisions.
2. In the event of a breach of a cardinal duty (on the fulfilment of which the customer can normally rely and without which the contract could not be duly executed) or any other violation in connection with warranted or guaranteed characteristics, we are only liable for the typical damage for contracts of its type, based on the proportionality between the sales price of our products and the amount of damage. All further liability is excluded.
3. In the event of a failure to meet statutory and/or contractual requirements in connection with assembly, start-up and use, as well as in the event of a failure to adhere to health and safety briefing regulations or meet other official requirements, the customer must admit contributory negligence. In all cases, the customer must ensure that all operating instructions and/or training instructions for the delivered goods are followed by all users. Therefore, the customer must suitably familiarise and train its staff and all persons working with the delivered goods and results.
4. If third parties (brokers, sales partners, sales representatives, etc.) are involved in the negotiations, conclusion or execution of the contract concluded between us and the customer, they are not entitled to issue declarations at our expense or make any other binding statements on our behalf. Additionally, we accept no liability for commitments, information, recommendations, etc. made or provided by third parties.

9. Liability under the German product liability act (ProdHaftG)

1. Disclaimers in these general terms and conditions of delivery and payment do not apply to the claims of private consumers and users under the German product liability act (ProdHaftG) that are not dependent on culpability.
2. The purchaser can only hold us liable to pay compensation if we can be proven to have been responsible for a defect in the goods we supplied.

10. Retention of title

1. All goods we deliver shall remain our property ('goods subject to retention of title') until all claims are satisfied – especially our payment claims – regardless of their legal grounds. This also applies if payments are made towards specifically designated outstanding balances. The purchaser is obliged to store the goods subject to retention of title separately and label them as such. At the request of the purchaser, we undertake to return the collateral transferred to us if its value exceeds that of the secured receivables by more than 20%.

2. As the manufacturer, the goods subject to retention of title are processed for us in the sense of section 950 of the German Civil Code (BGB); this does not impose any obligations on us. The processed good shall be deemed a good subject to retention of title in the sense of paragraph 1. If the purchaser processes, combines or mixes the goods subject to retention of title with other items, we shall obtain joint ownership of the new item based on the ratio between the invoice value of the goods subject to retention of title and the invoice value of the other goods. If we lose ownership as a result of the goods subject to retention of title being combined or mixed with other goods, the purchaser hereby assigns us its ownership rights to the new item in proportion with the invoice value and it shall store the new item for us free of charge. The joint ownership rights shall be deemed goods subject to retention of title in the sense of paragraph 1.
3. As long as it is not in default, the purchaser may only sell the goods subject to retention of title as part of normal business and under its normal terms and conditions, provided that the claims resulting from the resale are transferred to us in line with paragraphs 4 and 5. The purchaser is not entitled to dispose of the goods subject to retention of title in any other way.
4. The claims of the purchaser arising from the resale are hereby assigned to us. They shall serve as collateral to the same extent as the goods subject to retention of title themselves. These claims may not be assigned to any other party.
5. If goods of which we are joint owners under paragraph 2 are sold, the value of the claim assigned to us shall match the proportion of joint ownership or the invoice value. At our request, the purchaser is obliged to immediately inform its customer of the assignment to us and provide us with the necessary information and documents for the purposes of collection. The purchaser must immediately inform us of any attachment or impairment by third parties.

11. Place of fulfilment and place of jurisdiction

1. The place of fulfilment for payments and all other obligations is our headquarters.
2. The place of jurisdiction is also our headquarters. This also applies to lawsuits concerning bills of exchange or cheques. We are also entitled to file lawsuits against the purchaser at its own place of general jurisdiction. This applies unless a different court of arbitration is agreed in a specific case.
3. All legal relationships between us and the purchaser are exclusively subject to the law of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

12. Partial nullity

If any provision of these general terms and conditions of delivery and payment should be ineffective or void, either fully or in part, the contractual partners undertake to adopt a provision which best serves the purpose of the ineffective or void provision. This shall not affect any other effective contractual agreements.