

I. General – Scope

1. These terms and conditions apply exclusively in respect of companies, legal entities under public law and public law special funds. We shall only recognise terms and conditions of the purchaser which are contradictory to or deviate from our general terms and conditions if we expressly agree to their applicability in writing.

II. Documents provided

1. We reserve the rights of ownership and copyright on all documents provided to the purchaser, such as illustrations, quotations, drawings and other documents. These documents may only be passed on to third parties with our express written permission.

III. Prices

1. All offers are non-binding. Guarantees, assurances, verbal agreements and commitments made by our employees in connection with the contract conclusion shall only become binding when confirmed in writing.
2. Delivery shall be made "ex works", excluding freight and packaging, unless otherwise agreed. Conditions deviating from these must be agreed and confirmed in writing. We will charge an administration fee of €10 for shipment according to customer specification.

IV. Terms and Conditions of Payment

1. Our invoices are payable net cash within 30 days, we will only grant discounts on agreement, in each case from the billing date. For first orders, we reserve the right to request payment in advance. Other agreements require written confirmation.
2. The purchaser shall be in default at the latest 10 days after the due date of our demand, without a need for an overdue notice.
3. Interest for late payment will be charged at 8% above the relevant basic interest rate. The right to claim higher default damages remains reserved.
4. The purchaser is only entitled to set-off rights if its counterclaims are undisputed, are acknowledged by us or have been legally established. Furthermore, the purchaser is only entitled to a right of retention to the extent that the counterclaim is based on the same contractual relationship.

V. Delivery time

1. Delivery deadlines or delivery dates specified by us shall only be legally binding if they are expressly confirmed as binding in writing. The delivery time stated in the order acknowledgement is not an express confirmation but rather an anticipated delivery time ex works.
2. The beginning of the delivery time stated by us presupposes that the purchaser has fulfilled its obligation properly and in a timely manner. We reserve the defence of non-performance of the contract.
3. If the purchaser is in default of acceptance or culpably violates other duties of cooperation then we are entitled to charge for any resulting damages which we incur in this respect including possible additional expenditures. The right to further claims is reserved.
4. Provided that the preconditions from point 3 are present, the risk of accidental loss or deterioration in the condition of the goods will pass to the purchaser at the time when it becomes in default of acceptance.
5. We are liable according to the legal provisions insofar as the delivery delay is based on a wilfully intentional or grossly negligent contractual violation for which we are responsible. In this case, our compensation liability is limited to the expectable damages which typically arise if the delivery delay is not based on a wilfully intentional contractual violation for which we are responsible.
6. Other legal claims and rights of the purchaser resulting from a delivery delay remain unaffected.

VI. Minimum order value

The minimum order value is €100

VII. Qualities, dimensions and weights

1. Any deviation in weight, number of items or specification in the delivered goods from our statement in the delivery note and invoice must be proven by the purchaser.
2. Depending on the type of goods, we are permitted to make deliveries that are over or under the agreed weights or number of items by up to 10%. The EN and DIN standards apply to the stipulated dimensions and otherwise the variations which are usually permitted in the trade.
3. Measured values from freely programmable auxiliary equipment. The calibrated measured values may be viewed.

VIII. Shipping and transfer of risk

1. For delivery by a forwarding agent or for collection by the customer, every risk is transferred to the purchaser on departing our dispatch point.
2. The purchaser may not reject partial deliveries. For shipment carried out by us, we shall determine the forwarding agent, carrier and shipping route. If shipment or delivery of the goods is delayed on request of the purchaser or for reasons which are its responsibility, then the risk is transferred to the purchaser for the period of the delay.
3. To regulate transport damage, it is necessary that the purchaser (recipient), together with a representative from the transport company, should immediately prepare a statement of facts in order to determine the scale of the damage. The purchaser must enquire about the particular provisions of the company carrying out the transportation.

IX. Warranties and complaints, recourse/manufacturer's recourse

1. The warranty rights of the purchaser presuppose that it has duly complied with its obligation to examine and complain according to Art. 377 HGB (Commercial Code). If, in spite of all due care, the shipped goods should have a defect which was already present at the time of the transfer of the risk, we will, at our discretion, either repair or deliver replacement goods provided the complaint is made within 2 weeks. We must be always given the opportunity to provide subsequent performance within an appropriate period of time.
2. Should the subsequent performance fail, the purchaser can, at its own discretion, demand rescission or price reduction.
3. Claims for defects shall not arise in the case of insubstantial deviation from the agreed quality, insubstantial impairment of usability, in the event of natural wear and tear or damage caused after the transfer of risk due to incorrect or negligent handling, excessive loads, unsuitable operating equipment, or as a result of external influences that cannot be presupposed in the contract. Likewise, in the event of unauthorised repairs or modifications carried out by the purchaser or a third party, no claims for defects will be accepted for these or for resulting damages.
4. All warranties and claims for damages shall lapse 12 months after delivery of the goods to our purchaser.

X. Retention of title

1. We reserve the right of ownership on the goods delivered until all requirements from the business relationship have been settled; in the case of a current invoice, ownership is reserved until the particular balance has been secured.
2. In the event of purchaser behaviour which is contrary to contract, we are entitled to repossess the goods. The purchaser shall permit us to seize and retrieve the goods for this purpose.
3. The purchaser has the right to resell the reserved goods within the due course of business. The purchaser is not entitled to make other disposals of the reserved goods, in particular to pledge or transfer as security.
4. The purchaser hereby assigns to us its customer's claim to the amount of the final invoice agreed with us (including VAT) from the resale of the reserved goods. This assignment shall apply irrespective of whether the sales item is resold unprocessed or after processing. The purchaser shall still be entitled to collect the claim even after the assignment.
5. In the event of adaptation and processing or remodelling of the sales item by the purchaser, the seller's expectant right in the sales item as well as in the remodelled item shall persist. If the sales item is processed alongside other items that do not belong to us, we shall acquire joint ownership of the new goods in the proportion of the objective value of the sales item to the other processed goods at the time of processing. The same applies in the event of mixing. If the mixing happens in such a way that the purchaser's item can be viewed as the main item, it shall be considered to be agreed that the purchaser transfers to us proportional joint ownership and stores the exclusive or joint property thus created for us.

XI. General limitations of liability

1. In the absence of mandatory legal provisions to the contrary, we shall recognise compensation claims of any type only in the event of wilful intent or gross negligence and only to the extent of cover and indemnification by our liability insurance. If residual claims for damages are not covered by this insurance - due e.g. to delay and impossibility - our liability shall be restricted to an amount that corresponds to the price of our affected delivery or performance.

XII. Miscellaneous

1. Place of performance and place of jurisdiction for all disputes is our registered office. However we are also entitled to file suit against the customer at its registered office.
2. The law of the Federal Republic of Germany shall apply to this contract and all legal relationships to us with the exception of the UN Sales Convention (CISG).
3. Unless otherwise revealed in the order acknowledgement, our registered office is the place of fulfilment.
4. All agreements which have been made between the parties to the purpose of implementing this contract are recorded in writing in this contract.
5. These Terms and Conditions of Sale and Delivery come into force with immediate effect and replace all previous Terms and Conditions of Sale and Delivery as well as General Terms and Conditions.
6. Should individual provisions of this contract be or become invalid or contain a loophole, this shall not affect the remaining provisions. In place of the invalid provision, the parties undertake to agree on a legally admissible provision which comes as near as possible to the commercial purpose of the invalid provision or fills the loophole.