

I. Applicability of these Terms

Our deliveries, services and offers are made exclusively on the basis of these terms and conditions, insofar as no substantive agreement with terms and conditions of the other party is given. These therefore also apply to all future business relationships, even if they are not expressly agreed again. Acknowledgements of the customer referring to his own business or purchase conditions are hereby rejected.

Deviating, conflicting or supplementary General Terms and Conditions, even if we are aware of them, shall only become part of the contract if we have expressly agreed to their validity in writing.

II. Offer and Conclusion of Contract

Our offers are non-binding. We reserve the right to make technical changes within reasonable limits. Drawings, illustrations, dimensions, weights and other performance characteristics are only binding if expressly agreed in writing. By placing an order for the goods, the customer bindingly declares that he wishes to purchase the ordered goods. We are entitled to accept the order, which constitutes a contractual offer, within two weeks after receipt. The acceptance of the order can be declared either in writing or by delivery of the goods to the customer.

The conclusion of the contract is subject to the correct and timely delivery by our suppliers. This is only applicable if the non-delivery is not our responsibility. The customer will immediately be informed about the unavailability of the service. The consideration will be refunded immediately.

III. Prices

Unless otherwise stated, the prices quoted in our offers are valid for 30 days from the quotation date. The prices are non-binding and FCA Schöppenstedt according to Incoterms 2010, excluding packaging, duty and insurance. Additional deliveries and services will be charged separately.

IV. Delivery Time

Stated delivery times shall be considered as expected ex works dispatch date. Information about the delivery time is not binding, unless otherwise agreed in writing. Cases of force majeure, missing raw and auxiliary materials and delay in production, which occur without our and our staff's fault, can delay the delivery time accordingly or release us from the obligation to deliver.

Partial deliveries and partial services are possible in these cases, without any further agreement being required.

If the delivery is agreed on call, we have the right to deliver and invoice the finished goods after 6 months at the latest, even if the order has not yet been requested by the customer.

If placed orders are stopped, suspended or canceled for any reason, the quantities in production will be delivered and must be paid by the client.

V. Delivery

Unless the type of the shipment is specified, shipping will be at our discretion, considering the interests of the other party.

VI. Passing of Risk

1. The risk passes to the buyer as soon as the shipment is handed over to the carrier. This is also applicable in case of carriage paid delivery. If delivery is impossible without our fault, the risk passes to the customer with the notification of readiness for dispatch.
2. The goods are considered as handed over if the customer is in default of acceptance.

VII. Warranty

1. For defects of the goods, we provide warranty at our discretion by rectification or replacement. A period for rectification of 40 working days is considered appropriate. This period will be extended appropriately if we are dependent on deliveries from upstream suppliers for the rectification. If rectification is not economically reasonable, the supplemental performance will be effected by replacement delivery.
2. If the supplemental performance fails, the customer may in principle demand, at his discretion, a reduction of the payment (abatement) or cancellation of the contract (rescission). In the event of a minor breach of contract, especially in the case of only minor defects, the customer has no right of withdrawal.
3. Customers must notify us of obvious defects within a period of two weeks from the receipt of the goods in writing, otherwise enforcement of the warranty claim is excluded. Punctual dispatch suffices to comply with the time limit. The customer bears the full burden of proof for all claims; in particular for the defect itself, for the time of determination of the defect and for the timeliness of the notice of defect.
4. If our customer chooses to withdraw from the contract because of a legal or material defect after failed supplemental performance, he is not entitled to claim for damages due to the defect. The claim for damages is limited to the difference between the purchase price and the value of the defective item. This does not apply if we have fraudulently caused the breach of contract.
5. The warranty period is one year from the handover of the goods. This does not apply if the customer has not notified us of the defect in time. (see VII. Warranty Paragraph 3). If a claim is justified, replacement will be sent via carriage paid delivery. Reimbursement of any further costs is excluded. As a basic principle, our product description is deemed to be the agreed upon condition of the goods. Public statements, promotions and advertising do not constitute a contractual description of the condition of the goods.
6. The customer does not receive any guarantees in the legal sense from us. Manufacturer's warranties remain unaffected.

VIII. Payment Terms

1. The calculation is done in Euro. Payments must be made within the set payment terms. We are entitled to first offset payments against the buyer's older debts, even if the buyer's terms state otherwise. In this case, we will provide the buyer with details on the settlement of accounts.
2. The payment is only deemed to be made when the payment amount has been credited to our account.
3. The customer agrees to pay the purchase price net 30 days after delivery of the goods. After expiration of this deadline, the customer is in default of payment. During the default of payment, interest of 9 % above the base rate shall be charged on the debt. We reserve the right to prove and claim a higher damage caused by delay in payment.
4. The customer has the right to offset payments only if his counterclaims have been legally established, acknowledged by us or not disputed.
5. The customer can exercise a right of retention only if his reciprocal right is based on the same contractual relationship.
6. If we become aware of any circumstances that call into question the credit worthiness of our client, especially if checks are not honored or payments are stopped, the entire debt becomes due and we reserve the right to stop further deliveries or set other terms of payment.

IX. Title Retention

Until all accounts receivables (including all outstanding balance receivables from current accounts) that we are entitled to from any legal ground against our customers now or in the future have been paid, we are granted the following securities, which we release upon request at our discretion, if their value sustainably exceeds our claims by more than 20 %.

The goods remain our property. Processing or reshaping is always done for us as the manufacturer, but without any obligation on us. Our customer stores the goods in our (co-) ownership free of charge. Goods to which we are entitled to (co-) ownership are referred to as reserved goods below. Our customer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. If the reserved goods are processed by the buyer, it is agreed that we directly get ownership or - if the processed goods contain materials of several owners or the value of the processed goods is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created goods in the ratio of the value of the reserved goods to the value of the newly created goods. Pledging or assignment as collateral are inadmissible. The customer hereby assigns to us in full the accounts receivables resulting from the resale or other legal grounds (insurance, tortious act) with respect to the reserved goods (including all outstanding balance receivables from current accounts) by way of security. We revocably authorize our customers to collect the accounts receivables assigned to us for our account in their own name. This collection authorization can only be revoked if our customer does not meet his payment obligations properly. If third parties access the reserved goods, our customer will advise of our ownership and inform us immediately.

In the event of a breach of contract by our customer - especially default of payment - we shall be entitled to take back reserved goods or, if applicable, to demand assignment of the claims for restitution of our customer against third parties. The withdrawal as well as the seizure of the reserved goods by us does not constitute a withdrawal from the contract.

X. Property Rights

For delivery of goods according to the drawing or sample of our customer, the latter warrants that property rights of third parties are not violated. This is also applicable if the development and construction was carried out by us on behalf of our customer.

XI. Confidentiality

Unless expressly agreed otherwise in writing, the information provided to us by our customers in connection with orders is not considered confidential.

XII. Liability Limitation

In case of slightly negligent breach of our contractual obligations, we are not liable on any legal ground.

The above limitation of liability does not apply to claims of the customer related to product liability. Furthermore, the limitations of liability shall not apply to physical and health damages attributable to us or loss of life of the customer.

Claims for damages of the customer due to a defect lapse after one year from delivery of the good. This does not apply if we be accused of fraudulent intent.

XIII. Applicable Law, Place of Jurisdiction, Partial Nullity

1. The law of the Federal Republic of Germany applies. The provisions of the UN Sales Convention do not apply.
2. Place of fulfillment for delivery and payment is Schöppenstedt. The exclusive place of jurisdiction for all disputes arising from a contract to which these Sales and Delivery Terms apply is our place of business.
3. Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become wholly or partially void, this shall not affect the validity of the remaining provisions. The wholly or partially void provision is to be replaced by a provision whose economic success comes as close as possible to the void one.