

I. Scope/offers

1. Our General Business Terms and Terms of Delivery shall apply to all – also future – contracts with companies or legal entities under public law.
2. Our offers are without obligation. Conclusions and agreements, promises, assurance and guarantees of our employees in connection with the conclusion of the contract shall only become binding by our written confirmation.
3. The right to deviations from the documents belonging to the offer is reserved, in particular from diagrams, drawings, weight and measurement details, price lists, which are deemed reasonable for the orderer, insofar as they have not explicitly been described as binding. We reserve the property rights and copyrights to cost estimates, drawings, calculations and other documents; they may not be made accessible to third parties without our consent.

II. Prices

1. The agreed prices are – if not otherwise described – in Euro from works or warehouse. Packaging, freight and customs are not included in the purchase price and are to be borne by the orderer. The statutory value added tax, applicable at the time when the contract is concluded, will additionally be charged on the agreed prices. We reserve the right to have the orderer participate in the costs invoiced to us by a toll and energy costs surcharge; the actual surcharge can be requested before the order. Insofar as not otherwise agreed in writing the prices and conditions of our price list which is valid upon conclusion of the contract shall apply.
2. Increases in material prices, wages or taxes occurring before the time of the delivery shall entitle us to subsequent calculation and increase in prices insofar as the orderer concerns a company/merchant.
3. Pro rata processing costs of EUR 10.00 will be invoiced in case of an order of less than EUR 100.00 (small orders).
4. Packaging will be charged at cost price and only credited at 2/3 with a free return.

III. Terms of payment

1. Our invoices have to be paid within 30 days after the invoice date – after this time the orderer will be deemed in default. With payment within 8 days after the invoice date we shall grant 2% cash discount of the net goods value. Deemed as day of payment is the day on which we may dispose over the money. A deduction of cash discount is not permitted insofar as claims have still not yet been settled owing to older due invoices.
2. The orderer can only offset against our claims if its counter-claim is undisputed or there is a final and binding instrument; the orderer can only assert a right of retention insofar as it is based on claims from the same contract.
3. Bill of exchange payments will only be accepted after prior agreement. The acceptance of bills of exchange and cheques is only carried out in lieu of payment. Discount and charges shall be for the expense of the orderer. There is no obligation for the timely presentation and filing of objections against bills of exchange and cheques.
4. Interest in the amount of 8 percentage points above the base lending rate or the damages on default beyond this shall be charged in case of default of payment.

IV. Delivery deadlines and dates

1. Delivery deadlines and dates shall only be deemed as approximate unless we have explicitly given a written promise as binding.
2. The delivery deadline shall begin with the sending of the order confirmation, however not before the provision of the documents, permits and releases which are to be procured by the orderer as well as before the receipt of an agreed (down)payment.
3. The delivery deadline shall be deemed as observed if the object of delivery has left our plant or the readiness for shipment has been notified by its expiry.
4. The delivery deadline shall be extended by a reasonable extent in case of measures within the framework of industrial disputes such as strike and lock-out as well as with the occurrence of unforeseeable impediments outside of our control, insofar as such impediments have as proven substantial influence on the determination or delivery of the object of delivery. This shall also apply if the circumstances occur at our sub-suppliers or component suppliers.
5. If the shipment is delayed at the orderer's request then the costs incurred by the storage, with storage in our plant at least however a flat rate of 0.5% of the net invoice amount, will be charged to it for each month, beginning 1 month after notification of the readiness for shipment. The payment of damages is accordingly higher or lower if we prove higher damages or if the the orderer proves lower damages. We are entitled to dispose otherwise over the object of delivery after the setting and fruitless expiry of a reasonable deadline and to deliver the orderer with a reasonably extended deadline.
6. The adherence to the delivery deadline presumes the satisfaction of the orderer's contractual obligations.

V. Passing of risk and acceptance

1. The risk shall pass, also with the transport using own means of transport, to the orderer by no later than with the despatch of the delivered parts. At the request of the orderer, the shipment will be insured by us against theft, breakage, transport, fire and water damages as well as other insurable risks.
2. If the shipment is delayed as a result of circumstances, for which the orderer is responsible, then the risk shall pass to the orderer from the day upon which the goods are ready for shipment; however we are obliged to effect the insurances which it requires at the request and costs of the orderer.
3. Delivered objects are, even if they feature insignificant defects, to be accepted by the orderer irrespective of the rights from Section VII.
4. Partial deliveries are permitted.

VI. Reservation of title

1. All delivered goods shall remain our property (reserved goods) until the satisfaction of all claims, in particular also the respective balance claims, to which we are entitled within the framework of the business relationship (balance reservation,) and the claims which are unilaterally established by the insolvency administrator by way of the choice of satisfaction. This shall also apply to claims incurred in future and conditional claims, e.g. from acceptance bills of exchange, and also if payments are made on particularly described claims. This balance reservation shall finally lapse with the settlement of all claims, which are still open at the time of the payment and are covered by this balance reservation.
2. Processing of the reserved goods shall be carried out for us as manufacturer within the meaning of § 950 BGB [German Civil Code] without obliging us. The processed goods shall be deemed as reserved goods within the meaning of No. 1. In case of the processing, connection and mixing of the reserved goods with other objects, which do not belong to us, by the orderer, we shall acquire co-ownership to the new object in the ratio of the invoice value of our reserved goods to the invoice value of the other used goods at the time of the processing, connection or mixing. If our property lapses by processing, connection or mixing then the order shall hereby now already assign us the property rights to which it is entitled to the new object in the scope of the invoice value of our reserved goods and shall store these free of charge on our behalf. Our co-ownership shares shall be deemed as reserved goods within the meaning of no. 1.

3. The orderer may only sell the reserved goods which are our property in customary business transactions. The orderer shall assign all claims accrued to it towards third parties with the resale, also future claims, to us with the placement of the order already. At our request the orderer undertakes to inform the third party of the assignment for payment to us.
4. We are entitled to insure the object of delivery at the costs of the orderer against theft, breakage, water and other damages insofar as the orderer has not concluded the insurance itself as proven.
5. The orderer may neither pledge the object of delivery, nor assign it as collateral. The orderer has to inform us immediately in case of pledges as well as seizure or other disposals by a third party.
6. We are entitled to cancel the contract and request that the goods are handed over in case of conduct of the customer in breach of the contract, in particular with default of payment.

VII. Report of defects and warranty

1. The warranty rights of the orderer presume that it has properly satisfied its responsibilities for inspection and report of defects owed according to § 377 HGB [German Commercial Code...].
2. The statutory claims for recourse of the orderer against us shall only exist to the extent that the orderer has not reached any agreement with its buyers which goes beyond the statutory claims for defects.
3. Insofar as there is a defect to the object of purchase for which we are responsible we are first of all always to be given the opportunity for subsequent satisfaction within reasonable deadlines. We are, at our choice, entitled to remedy the defects or to substitute delivery.
4. If the subsequent delivery fails, the orderer can – irrespective of possible claims for compensation – cancel the contract or reduce the purchase price. Claims of the orderer owing to the expenses, which are necessary for the purpose of subsequent satisfaction, in particular transport, route, labour and material costs, are excluded, insofar as the expenses increase because the object was subsequently taken to another location than the place of delivery.
5. Claims for defects shall not exist with solely an insignificant deviation from the agreed condition. Also if the goods are not properly stored, used or installed respectively connected with unsuitable parts, which in particular do not stem from us or installed in such by the orderer. Further no claims for defects shall exist for natural wear and tear, with improper effect on the goods by the orderer or third parties as well as with damages in connection with repairs or other work by third parties. Claims for defects shall not exist either owing to external influences – in particular due to weather – as well as if our operating or service instructions are not complied with. Our liability shall only no longer apply insofar as the warranty case as proven is not a result of one of the afore-mentioned reasons for exclusion.
6. Claims for defects of quality shall become statute-barred in 12 months; the deadline shall begin with the passing of risk. The afore-mentioned provisions shall not apply insofar as the law according to § 438 Par. 1 No. 2 (Objects for buildings d), § 479 Par. 1 (Claim for recourse) and § 634a (Construction defects) BGB [German Civil Code] stipulates longer deadlines.
7. Insofar as not otherwise derived below, further claims of the orderer – no matter for what legal grounds – are excluded. We shall therefore not be liable for damages which were not suffered to the object of delivery itself, in particular we shall not be liable for missed profits or other financial losses of the orderer.
8. We shall be liable according to the statutory provisions, insofar as we culpably breach an essential contractual obligation; in this case, however, the liability for damages is limited to the foreseeable, typically occurring damages. Incidentally, the liability for damages is excluded.
9. The above indemnifications from liability shall not apply insofar as the cause of the damages is due to wilful intent or gross negligence; they shall further not apply in cases of damages to life, the body and health as well as in the cases in which the orderer asserts claims for damages owing to the assumption of a guarantee for the existence of a property, unless the purpose of the guarantee of condition merely covers the fact that the underlying delivery is in line with the contract, not however the risk of consequential damages of defects. A change to the burden of proof for the disadvantage of the orderer is not associated with the afore-mentioned regulations.

VIII. Further liability

1. A further liability for damages than in Subclause VII. is excluded – irrespective of the legal character of the asserted claim – in particular owing to the breach of duties from the debt relationship and from illicit act.
2. The exclusion of liability shall not apply to claims according to the Product Liability Act and in cases of damages to life, the body and the health which can be attributed to us.
3. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employed workers, employee representatives and vicarious agents.

IX. Rights to cancellation of the supplier

1. For the event of unforeseeable events within the meaning of Section IV, insofar as they substantially change the financial significance or the contents of the service or have substantial effects on our operation and for the event of the impossibility of the execution which is subsequently determined, the contract shall be adjusted by a reasonable extent.
2. Insofar as this is deemed unreasonable from a financial point of view, we are entitled to cancel the contract in full or in part. The orderer shall have no claims for damages owing to such a cancellation.
3. If we intend to exercise the right of cancellation then we have to report this to the orderer immediately after gaining knowledge of the scope of the events also if an extension to the delivery deadline had initially been agreed with the orderer.

X. Applicable law, place of jurisdiction, partial nullity

1. The exclusive place of jurisdiction for all reciprocal and future claims from the business relationship with companies/ merchants, legal entities under public law as well as special assets under public law including bill of exchange and cheque claims, is the courts of jurisdiction for our registered seat. We are however also entitled to file action against the orderer before the court of its place of residence.
2. Insofar as not otherwise derived from the order confirmation our registered seat is also the place of performance.
3. The law of the Federal Republic of Germany shall apply to these business terms and the entire legal relationships between us and the orderer. The application of the UN Convention on the International Sale of Goods is excluded.

XI. Miscellaneous

1. Deviating, contradictory or supplementary General Business Terms of the orderer will not become a part of the contract, even with knowledge thereof, unless their validity is explicitly approved.
2. The amendment to or invalidity of individual provisions of these General Business Terms and Terms of Delivery shall have no effect on the validity of the other provisions.