

General Sales and Delivery Terms and Conditions

1. General

Our sales terms and conditions below shall apply to all transactions, provided that other agreements have not been confirmed by us in writing. Previously concluded agreements shall be repealed by these sales terms and conditions.

2. Offers

Offers shall always be subject to confirmation, even if not specifically agreed.

3. Orders

Orders shall only be deemed as accepted when they have been confirmed by us in writing.

4. Pricing

Prices are stated exclusive of shipping and packaging costs. With unforeseen price rises in basic materials, as well as wage increases, we must also reserve the right to increase prices.

5. Delivery

5.1) Delivery period – The stated delivery periods shall be met under normal conditions, as far as possible.

Contractual penalties or other damages claims are excluded.

5.2) Shipping – All shipments shall be shipped for the account and risk of the customer.

5.3) Normal packaging material, particularly boxes, cannot be taken back.

Special packaging shall only be taken back if this is explicitly agreed in the order confirmation and the materials are returned to us carriage paid.

5.4) We shall generally deliver in the full amount. If a surplus or shortfall delivery takes place, the purchaser undertakes to accept these up to 10%.

6. Delivery obstruction

6.1) Events of force majeure, operational disruptions, lack of workers or materials, shall entitle us to fully or partially rescind our delivery obligations or grant an adequate grace period.

6.1) If delivery deadline overruns cannot be tolerated by the customer, he must issue notice of delivery default to us in writing and simultaneously grant an adequate grace period.

7. Payment

Our invoices are payable net within 14 days with 2% cash discount or 30 days net. All fees and expenses incurred for this in banking transactions up to free domicile of our bank accounts shall basically be for the account of the payment obligor.

8. Reservation of ownership

All delivered goods shall remain our property until fulfilment of all of our claims. Working and processing of the goods subject to reservation of ownership, occurs for us as a manufacturer within the meaning of § 950 BGB [German Civil Code] without obligating us.

In the event of processing by the purchaser together with other goods not belonging to us, we shall be entitled to co-ownership of the manufactured item in the proportion of the value of our goods to the sum of all invoice values of all goods used for manufacturing.

In the event that our goods are combined or linked to other items and our ownership thereby lapses, it is now already arranged that the ownership/co-ownership rights of the purchaser to the mixed stock or uniform item shall transfer to us, in the amount of our invoice value for our goods subject to reservation of ownership and the purchaser shall hold the new item for us free of charge.

The purchaser is entitled to sell on the delivered goods or the item resulting from processing, revocable at any time, within the context of his ordinary business operation. The purchaser now already assigns to us all claims to which he is entitled from the onward sale.

9. Warranty

Liabilities and claims for remuneration of damages, default penalties, wages and shipping costs, etc. are expressly rejected. Complaints must be notified by no later than within 14 days after receipt of the goods. Waiver of the obligation to notify a defect pursuant to § 377 HGB [German Commercial Code] is not possible. In the event of a justified complaint, a rectification right must be granted with an adequate time limit.

10. Place of performance and court jurisdiction

For all rights and duties arising, our registered office shall apply as the place of performance and legal venue for both parties, for delivery and payment.

The law of the Federal Republic of Germany is exclusively applicable to the contractual relationship. The application of the UN Convention dated 11 April 1980 for Contracts for the Sale of Goods (CISG "Vienna Sale of Goods Convention") is excluded.