§ 1 Conclusion of contract (general terms of contract, scope of delivery)

(1) Deliveries of goods which also include services, such as assembly, consignments, and auxiliary services, are made only on the basis of the Terms and Conditions laid out below. We hereby reject any contradictory or alternative terms and conditions of the Customer; they shall not be accepted even if we fail to reject them again after we have received them. Upon placement of the order, but at the latest upon acceptance of delivery, the Customer is considered to have consented to all the Terms and Conditions.

(2) Our offers are non-binding. Alterations and additions to the contract must be made in writing. This also applies to any deviation from the requirement to dispense with this requirement for written form.

(3) The rights of the Customer to cancel the contract out of his own free will are excluded.

§ 2 Prices

(1) Unless agreed otherwise, our quoted prices include loading ex works or warehouse, and excluding statutory value-added tax and all other packaging and freight costs, customs duties and transportation insurance premiums, which are to be charged to the Customer.

(2) Should the costs connected with the order increase substantially after conclusion of the contract, the contracting parties are obliged to agree on an appropriate adjustment.

(3) If the prices of materials, labor, duties, taxes, exchange rates, or conditions are not influenced in the manner described in the agreement, or if no agreement is reached, the contracting parties are entitled to withdraw from the contract. Any further claims are excluded.

§ 3 Payment terms

(1) Unless agreed otherwise, payment is to be made within 30 days of delivery of the goods. The due date for payment is the day on which the goods are available for delivery, which is considered to be the date of delivery for all purposes. The Customer is entitled to sell goods subject to retention of title in the event of default and to demand this from the purchaser. In the aforementioned cases, we are entitled to prohibit the resale of the goods subject to retention of title and to request from the purchaser.

(2) We are only liable to the Customer for compensatory and recourse claims if it can be proved that we caused the damage to life, body and health, which is caused by negligent or willful breach of duty by us, our legal representatives or vicarious agents, as well as damages resulting from intentional or gross negligence violations of the contract, as well as false use by us, our legal representatives or vicarious agents.

Liability under the German Product Liability Law

(1) Exclusions of liability under these Standard Terms and Conditions of Delivery, Assembly and Payment do not apply to claims of private consumers and users, irrespective of fault, under German Product Liability Law (Produkthaftungsgesetz).

(2) We are only liable to the Customer for compensatory and recourse claims if it can be proven that we are responsible for a defect in the goods supplied by us.

§ 8 General limitation of liability

(1) We are liable for ourselves and our vicarious agents and vicarious agents only with intent and gross negligence. Without any limitation according to the legal regulations. If duties are violated which fulfill the proper performance of the contract (cardinal obligations), we are liable without regard to the other negligence. Liability for non-gross negligence does not, however, go beyond the damage that was typically foreseeable in view of the respective agreed services.

(2) Notwithstanding the foregoing limitations of liability, we shall be liable for damage to life, body and health, which is caused by negligent or willful breach of duty by us, our legal representatives or vicarious agents, as well as damages resulting from intentional or gross negligence Violations of the contract, as well as false use by us, our legal representatives or vicarious agents.

§ 10 Retention of title

(1) All the goods supplied by us remain our property (goods subject to retention of title) until all claims are fulfilled, in particular the balance claims due to us, regardless of the legal basis under which these claims arise. This also applies if payments are received by us and made available in respect of specifically delivered goods. From the moment we have not been able to obtain all the required raw materials, we are entitled to cancel the contract, if the Customer does not fulfill its obligations, or if delivery is delayed as a result of unforeseeable or extraordinary events or events over which we have no control.

(2) Should the Customer default on acceptance of goods or services offered to him, the storage costs incurred in storage in our factory shall be at least 25% of the invoice value without proving the foundation and amount. This shall not affect the rights of the Customer arising out of this Contract can only be transferred to third parties with our consent.

(3) The rights of the Customer to cancel the contract out of his own free will are excluded. In the case of delivery on the basis of drawings, models or details supplied by the Customer, the Customer exempts us from all third-party rights. In the case of breach of contract by the Customer, his intellectual property rights shall not prevent our utilisation of the goods.

§ 5 Intellectual property rights

In the case of delivery only on the basis of drawings, models or details supplied by the Customer, the Customer exempts us from all third-party rights. In the case of breach of contract by the Customer, his intellectual property rights shall not prevent our utilisation of the goods.

§ 6 Transfer of risk

All risk shall pass to the Customer as soon as the goods leave the supplier factory. If goods have been taken for reasons over which we have no control, then the Customer shall bear the risk of loss or destruction until the goods are received by us.

§ 7 Warranty

(1) Standard trade tolerances with regard to dimensions, amounts, weight, grain size, quality, colour, etc., are not grounds for complaint by the Customer. In case of doubt, the weight established by us is applicable. In case of complaint, the specifications agreed with the Customer are applicable.

(2) All technical advice and recommendations are based on appropriate examination, but are given without contractual obligation. In particular, checking whether the goods ordered or those suggested by us are suited to the purpose

(3) The rights of the Customer to cancel the contract out of his own free will are excluded. In the case of delivery on the basis of drawings, models or details supplied by the Customer, the Customer exempts us from all third-party rights. In the case of breach of contract by the Customer, his intellectual property rights shall not prevent our utilisation of the goods.

(4) Should repair or replacement fail, the Customer shall grant a reasonable additional period. In the case of unforeseeable or extraordinary damage, in which case we must be informed immediately, or if we are in default regarding the rectification of defects, does the Customer have the right to rectify the fault himself or to have the fault rectified by a third party and demand reimbursement from us for the costs incurred.

(5) Should repair or replacement fail, the Customer shall grant a reasonable additional period. In the case of unforeseeable or extraordinary damage, in which case we must be informed immediately, or if we are in default regarding the rectification of defects, does the Customer have the right to rectify the fault himself or to have the fault rectified by a third party and demand reimbursement from us for the costs incurred.

(6) The following circumstances do not constitute defects:

• damage resulting from normal wear and tear to wearing parts
• damage caused by improper handling, particularly as a result of inadequate maintenance or lack of maintenance
• damage caused by electrical connections in the building which do not conform to the regulations of the Federation of German Electrical Engineers (VDE)

(7) In order that all repairs and replacement deliveries can be made which are applicable necessary to us in our fair judgment, the Customer must, after consultation with us, provide sufficient time and opportunity, otherwise we are released from liability for the defects. Only in the case of an emergency which endangers operational safety and to prevent disproportionately serious damage, in which case we must be informed immediately, or if we are in default regarding the rectification of defects, does the Customer have the right to rectify the fault himself or to have the fault rectified by a third party and demand reimbursement from us for the costs incurred.

(8) Warranty claims lapse 24 months from the date on which the Customer takes possession of the goods. In the case of deliveries and services that are subject to contracts for work and services, the warranty period is 24 months from acceptance. If acceptance does not take place in our factory, it is deemed to have taken place if a declaration is made to us after delivery or if the goods supplied are utilised for the purpose intended.
intended by the Customer is the sole responsibility of the Customer. A warranty of specific characteristics must always be given in writing. This also applies to any decision to dispense with the requirement for written form. The characteristics of the purchased object and the purpose for which it is intended are based solely upon our product description. Any other agreements reached must be confirmed in writing.

(3) Complaints must be made in writing no later than two weeks after receipt of the goods. Hidden defects must be reported immediately when they are discovered. We have a right to examine goods about which complaints are made. Should the Customer not permit this, his claims shall lapse. In the case of a justified complaint, the Customer’s rights are restricted to supply of replacement goods free of charge and free of freight costs, or repair by us. Complaints are made. Should the Customer not permit this, his claims shall lapse. In the case of a justified complaint, the Customer’s rights are restricted to supply of replacement goods free of charge and free of freight costs, or repair by us.