

General Terms and Conditions

I. General

1. The following conditions shall be applicable to all contracts, deliveries and other services insofar as no deviations have been agreed. The purchasing conditions of the ordering party shall not be valid, even if these have not been expressly objected to.
2. The raw materials and the design of the ordered goods shall be subject to the applicable DIN standards, including the usual tolerances and commercially accepted regulations.

II. Offer and contract conclusion

1. All offers shall be non-binding.
2. A delivery obligation shall only come into effect upon the acceptance of the contract by written confirmation, which is definitive for the mutual contractual obligations. Amendments, modifications and subsidiary agreements which are communicated verbally, by telephone or telegraphic transfer also require a written order confirmation to be valid.
3. The documents associated with the offer such as pictures, drawings, weight and dimensional data shall only be indicative, unless these have been expressly defined as binding. We reserve all property rights and copyrights on cost estimates, drawings and other documents. Such documents may only be made available to third parties with our prior consent.

III. Prices

1. In the absence of any agreements to the contrary, our prices shall apply to delivery ex-factory, which includes loading at the factory but does not include packing. All of our prices are exclusive of legally applicable value added taxes.
2. Orders, for which no fixed price was expressly agreed, shall be invoiced at the prices that apply on the day of delivery.

IV. Payments

1. Unless expressly agreed to the contrary, all invoices shall be payable within 30 days after invoice date and without deduction, independent of the fact whether the goods have been received. Checks and bills of exchange are accepted under reservation and only as initiating payment. Discounting charges are for the account of the ordering party in all instances.
2. We reserve the right to charge default interests at the usual bank rates for the use of credit facilities in the event that invoices are not paid by their due date.
3. Retaining or offsetting payments against any counterclaims by the ordering party, which are disputed by us, shall not be permitted.
4. If after contract conclusion circumstances become known that affect the creditworthiness of the ordering party, then all claims shall become due immediately, regardless of the term of any bills of exchange that have been accepted. Such circumstances shall also give us the right to carry out future deliveries and services against prepayment or the provision of an acceptable security and to rescind the contract after an appropriate period of grace has passed.
5. Wage work is payable immediately without any deduction.

V. Period of delivery

1. The period of delivery starts with the dispatch of an order confirmation, however no earlier than the receipt of documents, permits and releases, which must be provided by the ordering party and not before the agreed-upon down payment has been received.
2. A delivery period is deemed to have been met if the goods have left the factory on the agreed delivery date, or if a notification of readiness for delivery has been issued.
3. If actions are required in the event of labour disputes, in particular strike and lock-out, and on the occurrence of unforeseen obstructions beyond our control – to the extent that such obstructions demonstrably have a major impact on the completion or delivery of the goods, the delivery period shall be extended accordingly. The aforesaid shall also apply in the event that our sub-suppliers are affected by such circumstances.
4. We shall adhere to the delivery period on the proviso that the ordering party has fulfilled its contractual obligations.
5. Default always requires an express notification of default. Claims for damages can only be made in the event of intent or gross negligence. The amount of any claims for damages shall always be limited to reasonably foreseeable damages to the exclusion of any claims for lost profits.

VI. Transfer of risk

1. The risk shall pass to the ordering party as soon as the goods have left the factory, including when carriage-free delivery has been agreed.
2. If the dispatch of the goods is delayed due to circumstances that are attributable to the ordering party, then the risk shall pass to the ordering party as of the date on which the goods are ready for transport. In this case and if requested by the ordering party, an appropriate insurance policy will be concluded at its expense.

VII. Liability for defects

1. Our products are free of material defects if they have the agreed characteristics at the time that risk passes; this shall also apply in the case of minor errors or insubstantial deviations in quantity. The ordering party shall be responsible for thoroughly checking the delivered goods for deficiencies on receipt and for providing an immediate notification to us in the event of any deficiencies.

2. Incorrect instructions for processing and assembly or other instructions for use cannot be used as a basis for a claim relating to material deficiencies. No liability is assumed for the correctness of product descriptions which are provided by sub-suppliers or suppliers of materials.

3. Justified claims relating to material deficiencies are exclusively subject to remedial performance. At our discretion, such remedial performance shall be limited to a repair of the deficiency or the delivery of deficiency-free replacement goods. The entitlement to remedial performance shall be limited to services at the original place of delivery.

4. Claims for damages shall be excluded. This provision shall not apply to damages which are due to a grossly negligent breach of duty by one of our legal representatives or agents in performance, or that are due to a culpable violation of an essential contractual obligation. Claims for damages shall always be limited to reasonably foreseeable damages and exclude any damages for loss of profits. In the event of insurable damages, such liability shall be limited to one million Euros.

5. Claims for damages shall become statute-barred one year after the delivery of the goods.

6. The aforesaid shall not affect mandatory product liability legislation.

VIII. Partial deliveries

1. Partial deliveries shall be permitted.
2. Any partial delivery must be inspected by the ordering party immediately. Notification of possible complaints must be made immediately, since production will generally proceed without interruption. Otherwise a partial delivery shall be deemed to have been accepted and is definitive for the further execution of the order.

IX. Reservation of title

1. All delivered goods shall remain our property (reserved goods) until all claims have been fulfilled, especially those in connection with outstanding balances, to which we are entitled within the scope of our business relationship.

2. The ordering party at all times has a revocable right to process and resell the delivered goods or the products that result from such processing within the framework of its ordinary business operations. This right is terminated if the ordering party suspends its payments, or if it makes an application for the initiation of a bankruptcy or composition procedure.

3. By processing reserved goods, the ordering party who processes the goods for us, does not acquire ownership of these new items according to Section 950 of the German Civil Code (BGB). Where reserved goods are processed, combined or mixed with other goods, we shall be entitled to co-ownership of the new item at a ratio of the value of the reserved goods and the total value of the goods.

4. The ordering party hereby assigns its claims from the resale of the reserved goods, including all subsidiary rights, to us on a pro-rata basis and also insofar as these goods have been processed, combined or mixed with other goods and we have acquired co-ownership of the goods corresponding to the value of our reserved goods. The value of goods to which we have retained title will usually correspond to the invoice value (invoiced value). In accordance with the assignment, we shall be entitled to a fraction of the outstanding purchase price, at a ratio of the invoice value of the reserved goods and the invoice value of the new goods.

These outstanding balances which have been assigned to us as security will not be disclosed and will not be collected by us, for as long as the ordering party meets its payment obligations and its financial situation does not substantially deteriorate.

However, in the event of a payment default and/or a substantial deterioration of the financial situation of the ordering party, we are empowered in advance to inform the customers of the ordering party about the assignment and to collect such outstanding balances ourselves. At our request and for these reasons, the ordering party shall provide us with a precise list of the corresponding outstanding balances, including the names and addresses of the customers, the amount of the individual outstanding balance, the invoice date, etc., and submit to us all information required for the assertion of these claims and allow us to review such information.

5. Payments that are received by the ordering party and relate to claims assigned to us must be retained separately for transfer to us.

6. Reserved goods may not be pledged as collateral or transferred as a security to third parties, including such outstanding balances as may have been assigned to us as security. We must be informed immediately of any attachments or impairments by third parties, including information on the attaching creditor or third party.

7. If we take back the delivered goods in accordance with our retention of title, this shall not imply any rescission of the contract unless such a rescission is expressly declared by us. Goods, to which we have retained title and which have been taken back by us, can be used at our discretion.

X. Court of jurisdiction

For all disputes arising from this contract, and if the ordering party is a merchant registered under the German Commercial Code, legal entity under public law or a special fund under public law, then legal action can be initiated either at the District or at the Regional Court of Siegen, depending on the value of the claim. We reserve the right to institute legal proceedings at the registered seat of the ordering party.

XI. Final clause

If individual provisions of this contract are invalid, this shall not affect the remaining contractual provisions.