

This translation is a service for our international customers. Relevant is the German version of our terms of delivery and payment („Lieferungs- und Zahlungsbedingungen“)
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I. VALIDITY

1. These terms of delivery and payment are valid for all current and future contracts and also for all other commercial services (in connection with the business community and companies). The validity of terms from the purchaser are hereby expressly rejected inasmuch as they do not correspond to these terms of delivery and payment. The terms of the purchaser are not binding for us even when we do not expressly reject said terms.
2. Changes or supplements to these terms of delivery and payment and requirements as to writing must be made in writing.

II. QUOTATIONS/PURCHASE ORDER

1. Our quotations are not binding. For example, documents handed over with the quotation such as catalogues, leaflets, pictures, drawings, etc. only contain approximate specifications and descriptions. We reserve all rights of ownership and copyright for original documents such as quotations, drawings, etc.. These documents must not be made available to third parties. The documents must be immediately returned to us if we request this or if an order is not placed. Any use of such original documents must only be made in co-operation with us. Utilisation by the purchaser on his own account is expressly excluded.
2. Our order confirmation in writing is decisive. We reserve the right to change the ordered goods due to new technical developments.
3. Pledging or assigning of the rights of the purchaser from the contract is not permitted.
4. Purchasers from EU countries must promptly advise us of their VAT identification number without being asked to do so.

III. PRICES

1. Prices are in EURO and are ex works or ex warehouse. The prices are subject to the prevailing VAT rate and do not include costs for packaging, shipping and insurance.
2. Price increases for materials and personnel which occur between conclusion of the contract and delivery can be passed on to the purchaser. This regulation is not valid for goods or services which are delivered or are scheduled for delivery within 4 months after conclusion of the contract unless they are produced and delivered within the scope of continuous obligation.

IV. PAYMENT

1. Unless otherwise agreed upon invoices must be settled in cash or transferred to one of the named bank accounts within 30 days after the invoice date without any deductions. In the case of advance payment or cash on delivery 3 % discount is granted. For payments within 10 days of the invoice date, 2 % discount is granted provided that the purchaser is not behind schedule in paying other debts arising out of the business relationship.
2. We are not obliged to accept bills of exchange. If we do accept a bill of exchange, then this is only without any discount, is solely for the purpose of effecting payment and is only made provided the purchaser pays the resulting discount and collection charges.
3. Counterclaims disputed by us or found to be invalid do not give the purchaser the right of lien or to offset the account. This is not valid for the repudiation rights from the same business relationship.
4. If the purchaser delays payment or if there is a significant deterioration of his credit rating after conclusion of the contract, all outstanding invoices are due for payment in cash and this is also true in the case a deferment and possible acceptance of a bill of exchange or cheque. Furthermore, in this case we are entitled to require payment in advance or security and to withdraw from all existing agreements after a reasonable additional period of time.

V. DELIVERIES

1. We endeavour to deliver on time. The agreement of binding delivery deadlines or periods requires agreement in writing. The delivery time may begin with the date of our order confirmation but at the earliest only after the order is completely clarified – especially with regard to the technical matters, including all dimensions, etc – and, if agreed upon, after the first instalment has been received. If the purchaser wishes to change the order after he has received our order confirmation, the delivery date is extended by a reasonable period of time provided we accept the desired change.
2. Furthermore, delivery times are extended in cases of an act of God, war, a strike, a lock-out, political upheavals, transportation problems, measures by the authorities, etc. and including the occurrence of unforeseen difficulties which are beyond our influence regardless of whether these are in our company or at our sub-suppliers (e.g. production stoppage, fire damage, unforeseen material procurement difficulties, etc.). The delivery times are then extended by the period the difficulty is present plus a reasonable start-up time.
3. If delivery times are subject to an agreed time, the delivery time is adhered to if the shipment is ready for pick-up or is made ready for dispatch by the agreed date.
4. Part deliveries are allowed. We are allowed to deliver shipments with a quantity 15 % above or below the agreed quantity and for custom-made articles by up to 25 %. The quantity invoiced is always the actual delivered quantity.
5. The purchaser is – subject to possible warranty rights according to the following point VII – not allowed to return or give back the deliveries without our prior approval in writing. If we authorise a taking back outside the possible warranty rights, this is only made against a credit note and we are entitled with this credit note to take into account the condition of the returned goods and deduct a service charge to the amount of 10 % of the value of the delivery.

VI. RISK AND SHIPMENT

1. The shipping is only made at the risk of the consignee or purchaser and this is also true when the shipment is freight prepaid. The risk always transfers over to the purchaser when the shipment leaves our company or warehouse. If the purchaser asks for the shipping or delivery to be delayed or neglects to pick up the shipment contrary to directions, then the risk is transferred to the purchaser when the shipment is ready for shipment or pick-up.

2. We are entitled but not obliged to insure the shipment at the cost of the purchaser for damage caused by breakage, transportation, fire and water. The type of shipping, shipping route and packaging will be chosen at our discretion as is appropriate in the trade at the cost of the purchaser unless we are otherwise instructed by the purchaser.

VII. GUARANTEE/COMPENSATION

1. The purchaser is responsible for the correctness and completeness of documents given to us for the purpose of executing the order, for the dimensions provided and for other specifications or details required for the carrying out of our service. Possible errors in documents provided by the purchaser do not substantiate a claim regarding defective products.
2. The purchaser must immediately or at the latest within ten days of the performed service notify us in writing of any obvious defects of our delivery and/or services. Notification of defects which are not obvious must be made in writing at the latest within 10 days after discovery. The defective articles in question must be stored in the condition in which they were at the time when the defect was discovered and made available to us or our agents for inspection.
3. We will rectify legitimate defects. The right to choose whether rectification is made through removal of the defect or through delivery of a defect-free article lies with us. If the rectification method is not successful within a reasonable set period of time, the customer can withdraw from the contract or reduce the price/fee by a reasonable amount. The guaranteed period is 12 months from the moment risk is transferred. The above regulations regarding the guarantee period are not valid as far as the laws governing buildings, articles for buildings, building defects and selling of consumer goods (including the right to recourse) specify longer periods by law.
4. Every guarantee is subject to the condition that goods supplied by us are serviced and handled by qualified personnel in the appropriate manner. We will accept no claims on the guarantee for damage arising due to the following reasons: improper use, incorrect installation or start-up by the purchaser or third party, natural wear and tear, incorrect or negligent handling, unsuitable equipment or replacement materials. Modifications or service work improperly carried out by the purchaser or third party without our prior written approval immediately invalidate all guarantee rights.
5. Claims for compensation made by the customer, regardless of the legal argument but especially with regard to violation of obligations and unauthorised acts, are excluded. This is not valid in cases of criminal intent or gross negligence, injury to life, the body or health, for liability according to the product liability laws, for a possible guarantee given by us, for damage due to a violation of substantial contractual duties or in other cases where liability is conclusive by law. The liability for the violation of substantial contractual duties is, however, limited to the compensation for typical damage which can be foreseen in a contract provided there is no liability for criminal intent, gross negligence, injury to life, the body or health.
6. The purchaser is liable for all costs, fees and possible fines incurred due to his non-compliance with the VAT regulations within the EU and/or due to the failure to notify his VAT identification number.

VIII. RIGHT OF LIEN

1. We reserve the ownership rights on the delivered articles until all claims made by us to the purchaser arising from the business relationship have been settled.
2. If the delivered articles are reprocessed we acquire a part-ownership in the newly produced articles to the proportion of the value of the goods with reserved ownership. The invoice value or the aid of the market value defines the value of the goods with reserved ownership and the value of new articles whereby the time of the processing is relevant for the value of the processed work. During the processing the purchaser has worked on our behalf without acquiring any claims against us due to the processing.
3. The purchaser must insure the goods with reserved ownership against theft, damage, destruction and accidental ruin (especially due to fire or water) and must on request prove this. He must provide us with information about the whereabouts of the goods with reserved ownership and allow us and our representatives access to the place of storage.
4. The purchaser is entitled to process the goods with reserved ownership in proper business dealings or to sell the articles provided he does not fall into arrears with us. Already now the purchaser hereby cedes the full amount of accounts receivable from such sales and pledges these as security. We authorise the purchaser revocably while retaining the right to cancel such authorisation, to collect the assigned accounts receivable for his invoice in his own name. On demand from us the purchaser will advise us about the transfer and give us the necessary information and documents.
5. If the securities exceed the amount of our outstanding invoices by more than 20 % we are obliged on request of the purchaser or his creditors to release the amount by which the amount of our outstanding invoices is exceeded.
6. The purchaser must inform us immediately if the goods with reserved ownership or accounts receivable are subject to a writ of execution which were transferred to us through the assignment of future debts. The costs and damage are borne by the purchaser.

IX. PLACE OF FULFILMENT AND LEGAL VENUE, FINAL CLAUSES

1. The place of fulfilment for the delivery is the respective point of shipping for the goods. The place of fulfilment for payment – also in connection with a bill of exchange – is our headquarters.
2. The legal venue for all disputes involving business people arising from this contractual relationship is our headquarters. We are, however, entitled to also take the purchaser to court in the area of his own headquarters.
3. The laws of the Federal Republic of Germany and the original German version of these terms of delivery and payment („Lieferungs- und Zahlungsbedingungen“) apply for the whole legal relationship with the purchaser. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
4. If a part of this contract or these delivery and payment conditions is invalid then it does not affect the validity of the rest of the contract or these delivery and payment conditions.