

§ 1 General - Applicability

1. These terms and conditions apply to all contracts, deliveries, and any other activities and business relationships in which contractors are involved.
2. For the purposes of the terms and conditions, contractors are natural or legal persons or general partnerships who have legal capacity and who act in the performance of a commercial or independent professional activity.
3. Differing, conflicting, or amending general terms and conditions, even if known, are not part of the contract unless their validity is explicitly agreed in writing.
4. The written version of these terms and conditions may be substituted with the electronic version in accordance with section 126a of the German BGB.

§ 2 Quotation / Issuance of Purchase Orders / Contract Closure

1. The supplier's quotations are always subject to change. The right to technical changes and reasonable changes to shape, color, and/or weight is reserved.
2. Issued purchase Orders are binding for the supplier only after the supplier has confirmed the order in writing. In the case of immediate fulfillment of a purchase order, the delivery acknowledgement and/or the product invoice are also valid as a purchase order confirmation. This applies also to contractual supplements, limitations, expansions, and secondary agreements.
3. Obvious errors, printing errors, and errors in calculation are not binding for the supplier. Documents included in a quotation, such as diagrams, drawings, calculations, and weight and dimensional data are, unless otherwise agreed, common values of approximation unless they are explicitly designated as binding in the purchase order confirmation.
4. If sales personnel or commercial representatives of the supplier reach verbal secondary agreements or provide verbal assurances that exceed the written contract, these always require written confirmation.
5. Contract closure is subject to timely and proper self-delivery by the product supplier. This applies only in the event that the failure to deliver is not a result of the customer's actions, especially when the customer has placed a congruent hedging order with the product supplier. The customer will be informed immediately of the unavailability of the product. Payments will be refunded without delay.
6. If the customer has ordered the product through an electronic interface, the contract text will be saved and sent via email to the customer upon his request, together with these terms and conditions.
7. The customer is responsible for the accuracy of the documents and/or drawings, templates, and samples that he sends, models and samples are subject to payment.

§ 3 Delivery / Delivery Times

1. In the absence of the supplier's written approval that is explicitly defined as binding, delivery times are only approximate. A delivery time period begins on the day that all technical and other details of the order have been clarified, all necessary documents have been furnished, and, when appropriate, agreed payments have been made. The delivery time will be extended by the time period during which the customer's ongoing contractual obligations, as well as those from other contracts, are in arrears.
2. Partial completion and partial deliveries are permissible to a reasonable extent. The supplier may, to a reasonable extent, issue invoices for interim payments.
3. Passing of the delivery time does not exempt the customer, who wishes to withdraw from the contract or request compensation for damages resulting from non-fulfillment, from setting a reasonable secondary date for yielding the product, nor from the declaration that he will refuse the product after passing of the deadline. This does not apply if the supplier has explicitly designated a delivery time period or deadline as binding.
4. A completion and/or delivery time will extend - also during times of delay - as appropriate due to acts of God and all unforeseen obstacles that occur after conclusion of the contract and for which the supplier is not responsible, (especially also disruptions to production, strikes, lockouts, or disturbances to the traffic routes) as long as such obstacles have a significant proven influence on the completion of the activity or delivery of the product. This applies also when these conditions occur at the facilities of sub-suppliers or subcontractors of the supplier. The supplier will inform the customer as soon as possible of the beginning and end of these types of obstacles. The customer can request from the supplier a declaration of whether he will withdraw or deliver and/or perform within a reasonable time period. If the supplier does not declare his intentions immediately, the customer may withdraw. Compensation for damages is not possible in these cases.
5. The supplier is in no manner liable for deliveries that are delayed or unfulfilled due to the fault of the supplier's sub-suppliers. However, the supplier is obligated to transfer to the customer any damage claims taken against the sub-supplier.
6. The customer's right to withdraw following fruitless passing of an appropriate subsequent deadline stipulated to the supplier remains unaffected.

§ 4 Protective Rights

1. The supplier retains property rights and copyright protection of all diagrams, drawings, and other documents. These items may not be made accessible to third parties without the supplier's consent and must be sent back immediately upon request.
2. If the delivery of products according to the customer's drawings, samples, or other Information violates the protective rights of third parties, the supplier will be released from all claims.

§ 5 Prices / Payment Terms

1. Prices are expressed, unless explicitly agreed otherwise, as ex works and do not include packaging, freight, customs duties, postage, and value insurance.
2. If prices are not named or are designated only as "current list price", the list prices valid on the day of delivery will be applied. However, this applies only for delivery times of more than four months and for price adjustments of up to 10 %. If price adjustments are higher, a renewed price agreement is necessary. If such an agreement is not concluded, the customer receives the right to withdraw from the contract within a time period of four weeks after written refusal of the list prices valid at the time of delivery. If the right to withdraw is not exercised, then the contract will be implemented at the currently valid list prices.
3. All invoices must be paid without discount within 30 days of the invoice date. After lapsing of this deadline, the customer will be in payment arrears. Discounts or other reductions will be granted only as a result of a written agreement. If receipt of the invoice is uncertain, the customer will be in arrears 30 days after receipt of the goods. When in arrears, the customer must add to the financial debt interest of 8% above the prime interest rate. The supplier retains the right to prove and apply a higher damage claim due to delayed payment. Checks and bills of exchanges are accepted only on the basis of special agreement and are considered valid only after payment has been credited to our account, bills of exchange are accepted only on the basis of the ability to be discounted. Payment is valid only after our account has been credited and only in the amount of the credit. Discount charges will be calculated starting on the due date of the invoice amount. There can be no liability for the proper presentation of the bill of exchange and for levying the protest of a bill. If following contract closure there arises a considerable threat to the claim for compensation owed the supplier, he can request prepayment or means of security within an appropriate time period and refuse performance until fulfillment of his request. If the customer refuses compliance or if the time period lapses without result, he is entitled to withdraw from the contract or demand compensation for damages due to non-compliance.

4. The customer has the right to charge costs only if his claims have been established in a legal framework or if they have been acknowledged by the supplier. The customer can exercise a right to retention only if his claim is based on the same contractual relationship. If partial payments are approved, the entire purchase price will be due if the customer's payment of an installment falls into arrears of more than 14 days.

§ 6 Retention of Property Rights

1. The supplier retains the ownership of delivered products until complete settlement of all claims from an ongoing business relationship with the customer. If payment is made with a check or bill of exchange, the property rights remain in effect until cashing of the check or redemption of the bill of exchange.
2. The customer is obligated to handle the goods with care. If maintenance and inspection work is required, the customer must perform this work at his own cost.
3. The customer may neither pledge nor offer as security the delivered goods to which property rights are retained. The customer must immediately report a change of ownership of the goods or his own change of location. The customer must immediately inform the supplier of forced measures of enforcement by third parties that affect the retained goods or claims or any other guarantees ceded to the supplier. The customer must also transfer any documents necessary for intervention.
4. In the event of the customer's contractual breach, especially failure to make payment or violation of an obligation according to number 2 and 3 of this regulation, the supplier is authorized to withdraw from the contract and demand return of the goods.
5. The customer is entitled to further dispose of the goods through a proper business transaction. He relinquishes now all claims in the amount of an invoice that arise against a third party as a result of the disposal. The supplier accepts the relinquishment. Following disposal, the supplier is entitled to collect the claim. He reserves the right to collect the claim on his own as soon as the customer does not properly fulfill his payment obligations and falls into payment arrears.
6. Handling and alteration of the goods by the customer always occur in the name of and under contract by the supplier. If the goods are altered with objects that are not owned by the supplier, the supplier acquires mutual ownership of the new item in the same proportion as the value of the goods delivered by the supplier to the other altered objects. The same applies when the goods are mixed with other objects that do not belong to the supplier.
7. The supplier is obligated to release upon the customer's request the collateral granted to him in the preceding regulations as long as the value of the goods transferred for collateral purposes exceeds the value of the claims to be secured by more than 20 %.

§ 7 Passage of Risk/Shipment

1. Shipment is made ex works in the absence of a contrary agreement and without obligation for the least costly method of shipment. In the absence of a special agreement, the supplier is free to choose the route and means of shipment. Shipment charges will be calculated at cost.
2. The risk of coincidental destruction and coincidental deterioration of the goods is passed to the buyer upon delivery or, in the event of shipment, upon transfer of the goods to the shipping agent, the carrier, or to any other person or organization charged with shipment. If delivery is performed by an overnight delivery service upon the request of the customer, the risk is passed to the customer upon transfer of the goods to the overnight delivery Company.
3. The transfer is equally effective if the buyer delays acceptance.

§ 8 Guarantee

1. If the goods are defective, the supplier will provide initially his choice of improvement or replacement.
2. If this action fails, the customer can request his choice of a price reduction or cancellation of the contract (withdrawal). In the event of a minor contractual breach, especially minor defects, the customer does not have the right to withdraw.
3. The customer must provide notification in writing of obvious defects within two weeks from receiving the goods; otherwise the guarantee claims may not be exercised. Timely dispatch satisfies the deadline requirement. The customer bears the full burden of proof of all claim conditions, especially of the defect itself, of the time of the discovery of the defect, and of the timely submission of the complaint.
4. If the customer chooses to withdraw from the contract due to legal or material defects following a failed attempt at subsequent fulfillment, he will not be entitled to damage claims resulting from the defect. If the customer chooses to receive compensation for damages following a failed attempt at subsequent fulfillment, the goods will remain with the customer if this is reasonable for him. The compensation for damages is limited to the difference between the purchase price and the value of the defective item. This is not applicable if the supplier has maliciously instigated the contractual breach.
5. The guarantee period for contractors is one year from delivery of the goods. This is not applicable if the buyer did not report the defect in a timely manner (number 3 of this regulation).
6. The manufacturer's product description is the only valid, agreed description of the composition of the goods. The manufacturer's public statements, recommendations, or advertisements are not contractually valid descriptions of the product.

7. If the customer receives defective assembly instructions, the supplier will be obligated only to deliver non-defective assembly instructions and only if the defect in the assembly instructions prevents proper assembly.
8. The customer does not receive legal guarantees from the supplier. Manufacturer guarantees remain unaffected by this.

§ 9 Liability Limitations

1. In cases of slightly negligent contractual violations, the supplier's liability is limited, based on the type of product, to the foreseeable direct average damage typical for the contract. This applies also to slightly negligent contractual violations of legal representatives or auxiliary persons. The supplier is not liable to contractors for slightly negligent violations of minor contractual obligations.
2. The preceding liability limitations do not affect the customer's claims resulting from product liability. Furthermore, the liability limitations do not apply to bodily injuries and damage to health attributable to the supplier or to the loss of the customer's life.
3. Damage compensation claims due to a defect fall under the statute of limitations after one year from delivery of the goods. This does not apply if the supplier is accused of gross negligence, nor in the case of bodily injury or damage to health attributable to the supplier or in the case of loss of life.
4. If an enforceable prohibition in accordance with section 5 of the German "Law About Technical Tools" (GTA) has been enacted against the manufacturer, the customer can request the supplier's choice of removing the technical safety defect or exchanging or taking back the affected product. The request is invalid if one month has passed since the supplier informed the customer of the prohibition.

§ 10 Final Stipulation

1. The law of the Federal Republic of Germany is applicable. The stipulations of UN commercial law are not applicable.
2. If the customer is a business person, legal person of public law, or public-legal special asset, the supplier's place of business is the exclusive place of Jurisdiction for all disagreements resulting from this contract. The same applies if the customer does not have a general place of Jurisdiction in Germany or place of residence or general place of residence at the time of the institution of legal proceedings are not well known.
3. If individual stipulations of the contract with the customer, including these general terms and conditions, become or are completely or partially ineffective, this will not affect the validity of the remaining stipulations. The completely or partially ineffective stipulation will be replaced with a stipulation whose economic effectiveness most closely approximates that of the ineffective stipulation.