

1. Conditions of contracts

All orders placed with us shall exclusively be subject to
- the conditions of the order agreed upon in writing or confirmed by us in writing and in addition
- the following General Terms and Conditions for Delivery and Payment. Oral agreements which have not been expressly confirmed by us, are not valid. We will not recognize contrary or different terms and conditions, even if we have not contradicted them specifically. If a provision of these terms and conditions is or becomes completely or partly ineffective, the validity of the other provisions will not be affected by this.

2. Offer, Order Confirmation

Our offers are not binding. It is illegal to pass on to third parties offers, calculations for and information about the provided goods. We reserve property rights and copyright to all these documents. All prices are exclusive the legal value added tax, unless stated otherwise in written.
If there is no separate order confirmation, our delivery not or invoice are to be regarded as order confirmation. Objections against our order confirmation have to be filed in written immediately, at the latest 2 days upon receiving the order confirmation. If we receive no objections within this time, our terms of delivery and payment are accepted.

3. Delivery times and Performance

Periods of delivery are only binding if they have been stated expressly and in written as binding.

In the event of force majeure, official directives including legal regulations, strike and lockout or missing manpower, shortage of energy or material, plant interruptions with us or our suppliers, or similar circumstances, we shall be released from our delivery obligations throughout the duration of the effects caused by such events. We may withdraw from the contract in full, if, for the reasons given above, we will finally not be able to deliver.

The customer shall only have a claim to compensation in case of delay of delivery or no delivery at all, if we have not delivered deliberately or due to gross negligence.

4. Execution

Changes and differences in the execution of an order are permissible if necessary for technical reasons.

5. Prices

All prices are quoted in EURO. If during the period of delivery and fulfillment increasing material prices and wages or supplementary fees due to laws and acts occur, which were not possible to foresee, we are entitled to raise our prices accordingly.

6. Delivery/Insurance/Packing

All goods are charged the day of delivery.

6.1. All deliveries are effected EXW (Ex Works) plus insurance charged to the buyer. This means the consignment is insured till the place of destination as long as it is on the arriving means of transport. All duties, costs and responsibilities connected with the customs are to be borne by the customer.
The customer is charged with the expenses for the insurance.

6.2. In case the customer does not want the delivery according to point 6.1. we shall deliver just ex works. Costs and risk then are at the responsibility of the customer and when ordering he expressly has to interdict us to insure the goods.

6.3. Upon arrival the goods have to be checked for damages or losses. These have to be documented in the freight document and to be confirmed by the delivering driver. Later detected transport damages and quantity differences have to be declared within the legal terms at the subcontractor and compensation claims have to be asserted. The original waybill with the confirmation of the damage by the deliverer has to be made available to us, same as the correspondence with the deliverer concerning the compensation claims.

6.4. Packing. When agreed upon accordingly the packing is charged at the cost price. Usually the packing is for normal freight or post delivery. If there are special requirements concerning the packing this has to be indicated in the order. If not agreed upon otherwise, the costs are charged to the customer.

7. Payment

Export: The terms of payment are indicated in the order confirmation. Any delay in payment will be subject to interest at the common bank credit rate without a previous payment reminder. Drafts are accepted only as payment when agreed upon especially. All charges, fees, taxes have to be paid by the customer

8. Delay in Payment

In case of a or a suspension of payment, especially in case of judicial execution with respects to the entire estate of the purchaser, or a draft protest occurs, we are entitled to secure the delivered goods until all our claims against the purchaser have been settled.

In this case also claims that are not yet due become payable at once. However, the buyer is entitled to deduct interests of 5 % for the time until the invoice would have become due. The delivery of ordered goods which have not yet been delivered can be made dependant on previously providing a deposit.

9. Retention of Title/Extended Reservation of proprietary rights

The goods will remain our property until all obligations arising from the business relationship, including all accounts receivable that will arise in the future from simultaneously or later agreed upon contracts, have been paid. This also applies if some or all our claims have been included in one invoice and if the balance has been struck and accepted.

The retention of title stays in effect as long as any claims of us or companies associated with us are not settled and/or any drafts have not been paid completely. The customer is entitled to sell or process the goods during normal course of business.

The buyer already now assigns all claims to us which result from selling the goods to his customer or third parties. The buyer is entitled to collect these claims, even after having assigned the claims to us. This does not affect our right to collect the claims ourselves. But we commit ourselves to not collecting the claims as long as the buyer meets his paying and other obligations. We may demand from the buyer to tell us the assigned claims and the corresponding debtor, to give all information, to render the necessary documents in order to claim the payment and inform the debtor.

The goods subject to retention of title are always processed by the buyer for us. If these goods are processed together with other goods not belonging to us then we will have ownership on the newly manufactured goods and will be co-proprietor (shared ownership) in proportion of the value of the goods subject to retention of title to the value of the newly manufactured item. The same applies to products made of the goods subject to retention of title. In case the buyer does not fulfil the terms of the contract, especially in case of delayed payment, we are entitled to claim back the delivered goods. When taking back the goods or when seizing them we withdraw from the contract only if it is required by law or expressed in writing.

Without our consent the buyer is not entitled to transfer a title for the purpose of securing a debt or to pledge the goods or the products manufactured from them, as long as they are subject to retention of title.

The buyer has to inform us in written without delay in case of seizure or other acts of third parties. The buyer is denied to make deals with his customers that could exclude or diminish our rights in any way. In particular the buyer is not allowed to make any agreements which would interfere with or eliminate our claims resulting from our retention of title.

In case the value of the existing deposits surpasses the claims by 25 %, we are obliged to release our claims upon request of the buyer

10. Set-off

The buyer is only entitled to set off or retain, if his counterclaims have been established as final and absolute or are non-disputed. However, the buyer is entitled to set off counterclaims only from the same contract.

11. Warranty

We provide warranty for the goods being free of defects against companies for one year after delivery and for two years to private persons.

The merchandise has to be examined immediately upon receipt. Quality complaints are only valid, if they are transmitted in written within two days after receipt of the products, or in case of hidden faults, within one week after discovery.

If the buyer does not examine the goods or if he does not claim the faults found during examination in time, all claims for warranty and compensation because of these faults are denied.

In case of justified quality claims the buyer can request to remedy the fault of the merchandise upon returning it. In case the faults have not been remedied for several times, the buyer may withdraw from the contract. Further claims because of faulty delivery, in particular contractual or legal claims, are excluded if they are not due to deliberate or gross negligence. A liability for warranted features exists only, if a characteristic of the product(s) to be delivered has been confirmed by us in written and expressly. If the client does not follow the operating or maintenance instructions, modifies the products, changes parts or uses expendables not complying with the original specifications, any warranty will be obsolete. This applies not, if the customer proves that none of the above mentioned facts caused the fault.

12. Returns

a) If returns of goods are not due to a mistake of us, we will charge the customer a fee of at least 15 % of the net value of the merchandise.

b) If the examination of the returned products shows that they have to be reworked, the fee may augment up to 50 % depending on the state of the merchandise. If our expenses would exceed 50 %, the goods will be returned to the customer.

c) Any return has to be effected free of charges.

d) Special designs cannot be returned.

e) If products are returned for remodeling, we charge the costs being generated.

13. Place of Delivery and of Jurisdiction

The place of delivery and payment and of jurisdiction is Augsburg. It applies German law.

If the purchaser has neither an address nor a residence in Germany at the time of bringing suit, Augsburg is as well place of jurisdiction.