

General Terms and Conditions – Sale

I. Scope of Applicability

Our sales and services are subject to the following conditions. Deviating, contrary, or supplementing general terms and conditions of the customer, even if they are known, will not become an integral part of the contract, unless their validity is explicitly confirmed in writing.

II. Offer and Scope of Delivery

1. Our offers are without engagement and not binding, unless a deviating written declaration had been made.
2. The scope of delivery and services is explicitly determined by our written confirmation of the order. Descriptions of goods in catalogues or the internet do not represent an offer, however, a non-binding invitation to our customers to submit an offer.
3. Changes within the framework of quality engineering caused by technical improvements or statutory requirements are reserved during the period of delivery, unless the delivery item or the services will be considerably changed thereby and if the customer can be reasonably expected to accept these changes.
4. The customer states his binding offer for a contract by ordering the desired goods or services. The receipt of the order will be confirmed by us without delay. The confirmation of the receipt of the order by itself does not constitute a binding acceptance of the order. The confirmation of the receipt of the order constitutes a confirmation only if explicitly stated by us. Also invoices or data-processing prints marked as binding constitute a written order confirmation. Arrangements by telephone or orally and agreements made with our agents shall not be legally valid until confirmed in writing by us.
5. We have right within a period of two weeks to accept the offer for a contract inherent in an order. If the order has been placed by means of electronic data processing we shall have the right to accept the order within three work days after arrival here.

III. Prices

1. Unless explicitly stated differently all our quoted prices are in EURO plus turnover tax in the current statutory amount.
2. The offer prices do not include freight costs, possibly required special packaging, and transport insurance. Pursuant to a written order of the customer we shall cover the shipment by transport insurance: the customer shall bear the relevant cost. Packing according to commercial standards is included in our prices. Special packaging is invoiced at cost price.
3. We reserve the right of a price increase in accordance with the cost increases incurred for contracts with a delivery period of over four months after signing of the contract, especially with reference to wage costs, costs of materials, fluctuations of exchange rates or market costs of the merchandise sold. The customer shall only be entitled to withdraw from the contract if the price increase does not only inconsiderably exceed the rise in the general costs of living during the time between the order and delivery.

IV. Delivery

1. Our particulars relating to the delivery period are non-binding, unless they have been explicitly agreed upon as binding.
2. Prerequisite of our compliance with our obligations of delivery and service is due and proper performance of the customer's obligations. The period of delivery has been complied with if the delivery item has been announced ready for shipment or has left our plant by its expirations. It is extended within the framework of labor disputes and in the event of unexpected impediments outside our responsibility, such as operational interruptions, delay in self-delivery, official orders, to the extent that it can be proved that such impediments exert considerable influence on delivery. This does also apply if these circumstances occur with our outside suppliers. The period of delivery is extended in accordance with the duration of such measures and impediments. Nor shall we be held responsible for the above listed circumstances if they arise in the course of an already existing delay in performance. We shall immediately inform the customer of the beginning and end of such impediments. We are entitled to withdraw from the contract if - in spite of a previous conclusion of a relevant purchase contract - we fail to obtain the respective delivery item; responsibility for intention or negligence shall not be affected. Exercise of the right of withdrawal for the above stated reason shall be announced to the customer without delay and a compensation received already shall immediately be reimbursed.
3. In the event of modifications of the contract caused by the customer previous promises of delivery dates shall become void.
4. Delivery is made ex works or warehouse for the customer's account. Unless something different has been agreed upon, we have the choice of the route of delivery, transportation and packaging.

V. Conditions of Payment

1. Unless something different has been agreed upon payments shall become due in cash within 14 days from the date of the invoices without deductions (net payment). Any other method of payment (check, draft, automatic debit transfer, etc.) shall require previous explicit agreement and shall only be deemed a payment after cashing and irrevocable credit note. Interest on defaulted payment is calculated at 8% annually over and above the basic interest rate (§ 288 section 2 of the Civil Code). A claim of higher damages caused by delayed performance is reserved.
2. If the customer fails to comply with his obligations of payment, especially if checks are not honored or the customer discontinues his payments, or if an application of insolvency has been filed for his assets, or if insolvency proceeding are commenced, and if an affidavit has been made (§807 of the Code of Civil Procedure), we have the right to declare all our open accounts due for payment and immediately discontinue deliveries.
3. The customer shall only have rights of setoff or retention to the extent that this counterclaim has been legally established, is undisputed, or has been acknowledged by us. The customer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

VI. Securities

1. We shall reserve ownership of all subjects of delivery until full and irrevocable receipt of all payments arising from the contract and performance of all our claims to which we are entitled against the customer and his corporate companies based on the business relationship.
2. The customer shall have the right to sell the goods delivered under reservation of ownership within the proper course of business. Re-sales are only permitted against cash payment or with reservation of ownership. The customer shall be prohibited from disposing of the goods in any other manner, especially pledging or transfer of property by way of security. As this time already he assigns to us all claims in the amount of our invoice arising from the sale to his customers. The advance assignment also applies to other proceeds or surrogates to which the customer is entitled against third parties, regardless of their legal cause. We accept such assignment. We hereby irrevocably authorize the customer to collect in his own name the receivables assigned to us. If requested by us the customer shall disclose the assignment, provide the information necessary for collection, and hand over the relevant documentation.
3. In the event the customer acts in violation of the contract, particularly if he is in delay with the payments, we have the right to withdraw from the contract and request return of the merchandise. Furthermore, in the event of an infringement of lit. 4 and 5 below we have the right to withdraw from the contract and request return of the merchandise if we cannot be expected to continue adherence to the contract. The customer acknowledges that even without prior setting of a time limit in case of default of payment agreed upon, the reservation of ownership entitles us to request surrender of the merchandise delivered under reservation of ownership.
4. The customer shall be obliged to apply proper care in the handling of the merchandise during the period of reservation of ownership. If maintenance and inspection services are required the customer shall regularly perform these service at his own expense. The customer shall be obliged to insure the goods delivered under reservation of ownership against the risk of fire, theft, and water and to submit evidence of such insurance upon request.
5. The customer shall immediately inform us in writing of all access of third parties to the goods under reservation of ownership, especially of measures of enforcement and possible damaging or destruction of the goods. Upon request the customer shall be obliged to inform us at any time of the place where the goods under reservation of ownership are located and to provide access for inspection to our authorized representative. The customer shall reimburse us for all damages and costs caused by a violation against these obligations and by necessary means of intervention against the access to the goods by third parties.
6. We undertake to release the securities to which we are entitled upon the request of the customer to the extent as the realizable value of our securities exceeds by over 20% the claims to be secured.

VII. Warranty and Transfer of Risks

1. The risk will be transferred upon the customer at the time the delivery item leaves our plant. If we deliver the goods by truck or have them delivered by truck, delivery is made at the risk of the customer. If the goods are picked up by the customer, the risks are transferred to the customer from the date the goods have been announced ready for shipment. If the customer fails to duly comply with his duty of picking up the goods, we shall have the right to store the goods at the cost and risk of the customer and invoice them as delivered, further claims shall remain unaffected.

2. The quality agreed upon in the contract is stated in the written order confirmation and our product description handed over to the customer. However, this does not imply any assumption of guaranty. To the extent that in a case of later performance / rectification of defects the costs incurred thereby, especially costs of transport, route, work, and material, are increased because the goods delivered after delivery were transported to a location different from the place designated by the customer when the contract was signed, the customer shall pay these costs.
3. In the event of defects we shall first have the option of warranty by means of reworking or replacement. The customer shall only be entitled to withdraw from the contract within the framework of warranty for defects if reworking or replacement are impossible or do not lead to remedying of the defects, and if we fail to remedy the defects within the additional time limit determined by the customer, or if a further attempt at reworking has failed.
4. The customer shall immediately and fully inspect the goods delivered for defects and deviations from the contract and inform us in writing without delay of these. Hidden defects shall be reported without delay after the customer has discovered them. The customer bears the entire burden of proof for all prerequisites of claims, especially the defects itself, the time of determination of the defect and that the notice of defects has been filed in due time.
5. The warranty period is one year from delivery of the goods.
6. We reserve the right to examine delivery items and parts complained of by the customer. If we request return of the parts complained of, these parts shall be shipped to us free of freight charges. In the event of deficiency of the delivery item the customer will be reimbursed for the transports costs incurred by the return. In the event of a complaint the customer shall reach an agreement with us at which location the defects will be remedied and / or examined by us.
7. The customer does not hold any warranty claims if he failed to comply with the maintenance provisions which must be followed according to our service instructions and technical manual or if the goods have been improperly handled or if the deficiency is due to the use of unsuitable filling products.
8. Parts subject to wear and tear are excluded from warranty.
9. To the extent that the customer sells our products, he undertakes to obtain our prior approval of the advertising caused by him. In case of violation the customer shall be responsible for all damages arising for us from his violation of his contractual duties, he especially shall hold us harmless and release us of the consequences of incorrect advertising relating to qualities.

VIII. Liability

1. We shall be liable in case of intent or gross negligence in accordance with statutory provisions. Furthermore, we shall be liable under the law of product liability, for injury of life and limb or health, for culpable violation of essential obligations under the contract and, if we have maliciously concealed a defect or assumed a guaranty for the quality of the delivery item. The claim for damages for violation of essential obligations under the contract, however, is limited to damages typical for the contract and foreseeable. Liability for damages caused to property of the customer, e.g. damage to other items, is excluded. The provisions of above sentences 3 and 4 of this clause do not apply in the event of intent or gross negligence and if liability is for injury to life, limb or health.
2. The provisions of clause 1 above also to damages in addition to performance and damages in lieu of performance, regardless of whatever legal reason, especially for defects, violation of duties arising from the obligation or from tort.
4. A change of the burden of evidence to the disadvantage of the customer is not connected to the foregoing provisions.

IX. Final Provisions

1. Bruchsal is the place of performance and jurisdiction for all claims resulting from the contractual relationship. We shall also have the right to commence proceedings at the principal place of business of the customer.
2. All information obtained from us by the customer, especially quotations, shall be treated confidentially and shall not be disclosed to third parties.
3. An assignment of rights and duties of the customer under the contract concluded with us shall require our written consent in order to become effective.
4. Supplementary arrangements, amendments and modifications of the contract shall only be valid if agreed upon or confirmed in writing.
5. German law shall exclusively be applicable with exclusion of the law of the United Nations dated 11.08.1980 relating to contracts on international purchase of goods.
6. If any of the provision of this contract should be ineffective, the validity of the remaining provisions shall remain unimpaired.