

(1) General / ambit:

(a) For all acts of sale and contracts for work and materials with us the present contract conditions are counting exclusively. We do not accept client's terms that are conflicting or divergent from these clauses, unless we acclaimed to them in written form. Our contract conditions apply even though we implicitly export a consignment knowing of conflicting or digressive terms of our signatory.

(b) Every agreement made with our customers concerning conclusion, content and implementation of the contract are recorded in the contract, the present contract conditions and a confirmation of order possibly accorded by us.

(c) Our terms only apply towards business clients and – in case of existent continuous business connections – also for every future transaction with the client unless otherwise agreed.

(2) Offers, bidding documents

(a) Offers signed by the customer are obligatory quotes unless otherwise agreed. We can accept this offer within two weeks.

(b) After declared acceptance of the customer offer we are entitled to withdraw from the contract, if the delivery of the appointed object may not be secured because of act of God, log range strikes, lack of raw materials or congeneren reasons

(c) Illustrations, descriptions and technical data apply referred to time of data access, in which these are included. Consignment of a comparable article in kind and quality to appointed affair to same price, e.g. connection type because of technical progress stays reserved, provided to be reasonable for the client.

(d) We reserve property and copy rights for illustrations, drawings, calculations and sundry documents. Its transmission to third party requires our written consent. The same applies to documents and data referred to as "confidential". Preceding applies equally to us-committed customer documents. These can be passed yet to such third parties, we used to fulfil the contract.

(3) Prices, conditions of payment, compensation, retention

(a) Our prices apply ex factory and exclusive package, transportation and unloading. The value added tax is not included in the stated selling price; it becomes shown separately amounting to providence by law on day of invoice in our bill.

(b) If our costs increase or reduce after contract conclusion through no fault of our own, e.g. our procurement, we reserve to adjust prices to the new situation. On demand, we verify cost reductions as well as cost increases after their occurrence to our clients.

(c) Unless deviation is determined, our (purchase price) claim is due for payment tax-free within 30 days from date of invoice. We allow a cash discount of 2 % for payments we get credited within eight days from date of invoice. Forwarding and packaging costs are not discountable.

(d) In case of commencing default of payment, the legal requirements apply, e.g. to the dispensability of a demand note and to an interest payment.

(e) The customer is only entitled to compensation, if his counterclaims are accepted by us, established as final and absolute, or undisputed.

(f) The customer is only entitled to practice possessory lien, if his counterclaim is based on the same contractual relationship.

(4) Delivery time, delivery

(a) The compliance with delivery time determined by us is conditional upon the clarification of all technical questions. Our delivery commitment besides assumes the fulfilment of possible commitments mentioning our clients. The exception of the unfulfilled agreement rests reserved.

(b) Provided to be reasonable to the client, we are entitled to partial performance and delivery.

(c) If our agreement with the customer constitutes a business to be settled on a fixed date (§§ 286 para. 2 No. 4 BGB, 376 HGB), we are liable for corresponding to the legal requirements. At this juncture our liability to pay damages is limited to damages that are typical for the contract and predictable. If the customer can invoke abolition of interest to the further contract management, the preceding applies respectively (clauses 1 and 2).

(d) If we fall behind and this is based on deliberate or grossly negligent default of contract by ourselves, we are liable for corresponding to the legal requirements. In case we are imposed by gross negligence, our liability for damages is limited to damages that are predictable and typically commencing. We likewise commence corresponding to the legal requirements, if the default caused by ourselves bases on the culpable breach of contract; the restriction of clause 2, 2. sub-clause, applies accordingly.

(e) For the rest we advocate every completed week of our culpable delay with a generalised penalty payment amounting to 0.5 % of delivery value, but not exceeding 5 %.

(f) Further statutory claims and rights for the customer remain unaffected by these terms.

(g) Furthermore the onus of proof distribution remains unaffected.

(h) A default of our representatives and assistants is imputed to us in each case.

(i) If the customer gets into default of acceptance or breaches culpably ulterior obligations, the legal requirements apply.

(5) Passing of risk, cost of packaging, consignment

(a) Unless different appointment in our acceptance of order, delivery ex works and therewith placing the goods at the disposal at our business location is arranged.

(b) The packing of the goods is calculated at cost price to the customer. Special agreements apply to their retraction.

(c) Sending goods happens at the expense on customer. On demand and for account of customer we cover the consignment by cargo insurance.

(6) Defects, guarantees, requirement to give notice of defects, liability, lapse of time

(a) The technical data sheets or rather the operating instructions that come first in doubt before advices we gave as unsealed suggestions govern for the use of delivery item.

(b) Information in brochures, descriptions and documents enclosed to the contract neither constitute warranted properties nor guarantee of durability, unless being referred to as such or assumed by ourselves.

(c) If we assured condition or durability of a delivery item, it lacks and through this adversity outside the delivery item appears, we are liable – regardless of the following rules – in case the compensation of the resulting damage is comprised by the respectively furnished guarantee.

(d) In ambit of § 377 HGB the customer underlies the local inspecting obligation and requirement to give notice of defects. Outside of § 377 HGB the customer has to analyse the delivery item directly upon receipt and inform us about obvious defects within ten working days.

(e) In case a defect at the delivery item appears within the limitation period which had already been existing at the point the passing of risk happened, we are in bond of our own choice to supplementary performance in the form of rectification of the defect or replacement of defect-free product, unless we can refuse that by act of law.

(f) If we choose supplementary performance in case of defect, we bear the charges that are required to remove the defects (cf. § 439 para. 2 BGB), as long as they did not increase because of movement of the delivery item to other places than the place of delivery.

(g) For supplementary performance, the customer has to allow us an appropriate period during its course reduction of the purchase price and cancellation of the contract is excluded. If the supplementary performance fails, the client is of his own choice entitled to reduce or declare cancellation of the contract. The legal premises apply to this purpose.

(h) For claim for damages by the customer that trace back to deliberate or grossly negligent attitude by ourselves, we are liable corresponding to the legal requirements. If we are not accused deliberate breach of contract, our commitment limits to the predictable damage that typically commences. Paragraph (4) lit. (h) applies respectively.

(i) If we culpably breach contract, we are liable corresponding to the legal requirements. Paragraph (4) lit. (h) and preceding lit.(h) clause 2 apply respectively.

(j) If the customer for the rest is entitled to claim for damages instead of activity (delivery) because of our culpable breach of duty, preceding lit. (i) applies respectively comprehensive.

(k) We are liable for culpably caused damages caused by ourselves concerning life, body and health of customer or included third parties that are worthy of protection corresponding to the legal requirements. The same applies to forcing liability corresponding to the law on product liability. Paragraph (i) clause 3 applies respectively.

(l) Unless different preceding rules our responsibility is excluded.

(m) The limitation period for warranty claims are 12 months from passing of risk. As opposed to this the legal requirements apply providing that the agreement refers to a delivery item that is normally used for a building and caused its defectiveness. Sentence 1 let above determination in (k) untouched.

(7) Joint liability

(a) A liability for damages lasting beyond paragraph (6), is regardless of legal nature of objected claim excluded. This applies in particular to liabilities to pay damages for culpa in contrahendo, due to other breach of duty or because of § 823 BGB, unless we are accused of deliberate or grossly negligent attitudes.

(b) Preceding rules lit. (a) applies respectively, if the customer in place of compensation for damages requests compensation of useless charge instead of activity.

(d) Every excision and confinement of our liability for damages also extends to the personal commitment of our employees, jobholders, associates, representatives and assistants

(8) Secret lien, obligations, resale

(a) Until the fulfillment of every generated claim at the time of conclusion of the contract, also from add on sales, replacement and reorders, we reserve property on delivery items.

(b) The customer is bound to treat the delivery item with reservation carefully and insure it for own account to replacement value against fire, water and burglary. Necessary maintenance and inspections of caveat item need to be conducted or rather let be carried in time by the customer at his own expense.

(c) Distrains or other accesses / interventions of a third party on the caveat item need to be told us immediately in writing to be able to bring suit if indicated corresponding to § 774 ZPO. At the same time the customer advises the third party of our established property. If the third party is unable to compensate the process costs to us for such a complaint, the customer has to answer for this.

(d) The customer is authorised to alienate the goods subject to retention of title in ordinary course of business. Already now all claims that arise with the resale of goods subject to retention of title to third party amounting to gross amount (incl. value added tax) of our requirements are ceded to us by the customer. This applies despite the fact the delivery item is resold without or after converting. We accept this assignment.

(e) In spite of and after assignment the customer lasts authorised precariously to aspire claims assigned to us in the name of himself and for his own account. A countermand by us is only admissible in case of existence of a factual reason for this and ceases as long as the customer fulfils his duties of payment existing counterpart us, does not get into default and is not adjudged his bankrupt.

(f) If there is a factual reason for countermand of direct debit authorisation available according to lit. (e) and the countermand is followed by us, assigned book accounts on demand have to be appointed to us including their debtors, the assignment needs to be revealed to the debtors and all documents necessary for own collection have to be handed out.

(g) Converting or alteration of delivery item by the customer is always conducted for us. If goods subject to retention of title are converted together with other matters being foreign for us, we acquire co-ownership of the new matter at the rate of gross price of the delivery item bought at us with other processed matters relating to the point of converting. For the matter arising through converting applies the same as for with reservation delivered object of purchase.

(h) To assure our claims the customer also assigns us those requirements which accrue him from connecting the delivery item with an estate towards a third party.

(i) On demand of our customer we approve the collaterals allowed to us insofar the attainable proceeds from their exploitation exceeds our claims which need to be assured more than 10 %. The choice of the approved collateral falls to us.

(9) Changes to the contract, choice of law, jurisdiction

(a) For relinquishing a verbal confirmation or closing verbal agreements which intend or cause change of the closed contract based on existing contract conditions only our management is authorised however not the rest of our staff.

(b) Every materialised contract is subject to German legislation. The application of United Nations Convention on Contracts for the International Sale of Goods is excluded.

(c) Jurisdiction for all disputes with business people is our business location. Besides we are entitled to sue the customer at the court of his residence. Incidentally the statutory provisions apply.