



General terms of business

§ 1 Contractual terms

1. Conclusion of contracts
 - 1.1. Our offers are non-binding. All contracts and the conclusion or modification of the same including by our representatives and agents become binding only with our written confirmation. This also applies for agreements concerning the requirement for written form.
 - 1.2. For products that are produced specifically to order the contract shall apply after our written confirmation even if clarifications concerning the execution are still required which may affect the delivery time and price.
 - 1.3. We retain sole ownership and copyright of the documents pertaining to the offer (diagrams, drawings, descriptions and similar). Disclosure to third parties – even of excerpts – is permitted only with our prior written consent. The documents pertaining to the offer such as diagrams, drawings, weight and dimension specifications, specifications of performance and other specifications are only approximate and not agreed as binding.
 - 1.4. We reserve the right to make changes and improvements in respect of the design, material use and execution as long as these do not significantly alter the delivery item and the changes are acceptable to the buyer.
 - 1.5. We are entitled to make partial deliveries.
2. Contractual terms are:

The directives and provisions of the Federal Republic of Germany that are applicable to us such as e.g. those of TÜV, VDI, VDE, the DIN provisions of the German road traffic act, the German law on technical working materials (equipment safety act), the employers' liability association.
3. The contractual bases specified under II can be viewed on the premises of the client. The client may obtain a photocopy of the respective contractual bases at any time on payment of the costs incurred.

§ 2 Prices

1. The prices are applicable ex works plus applicable value added tax plus carriage and packaging in euros.
2. An agreed discount shall apply only on payment in cash and is conditional upon punctual fulfilment of all obligations of the buyer including from previous transactions. No discount is granted on wage costs.
3. Retention of payments or set-off owing to any counterclaims of the buyer that are disputed by the supplier is not permitted.

§ 3 Payments

1. Unless otherwise agreed the payment must be made in cash strictly net in euros free to the paying agent of the supplier on notification of readiness for dispatch.
2. For an order confirmation over € 10,000.00 an advance payment of 35% is due immediately and the rest on delivery.
Note: Discounts are granted only on material costs.
3. We accept bills of exchange only in the case of eligibility for rediscount. Credit note for bills of exchange and cheques are issued subject to receipt less all expenses at the value on the date on which we are finally able to dispose of the equivalent value.
4. If deadlines are missed then interest will be charged in accordance with the respective bank rates for short-term loans and the interest will amount to at least 7.5% above the respective base rate of the European Central Bank.
5. Our receivables are due for payment immediately regardless of the term of accepted and credited bills of exchange if the terms of payment are not met or we become aware of circumstances that are likely to diminish the creditworthiness of the buyer. Irrespective of further statutory rights we are then also entitled to supply outstanding goods or services on advance payment or payment of a security deposit only. Without withdrawing from the contract we may moreover prohibit the further sale and the processing of the goods supplied and demand return of the goods at the expense of the buyer or take possession of the same with the seller having no right of retention or similar right. We are entitled to dispose of the repossessed goods by sale on the open market to offset our outstanding receivables.
6. If we are able to demand damage compensation for non-performance then our damage compensation claim shall amount to at least 20% of the order value.



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§ 4 Retention of title

1. All goods supplied remain our property until all requirements are met especially including the respective balance receivables owed to us by the buyer for any legal reason whatsoever. This also applies if payments are made on specifically designated receivables. The buyer is entitled to resell the delivery item in the ordinary course of business. In this respect the same already assigns to us all receivables of the same that arise against the purchaser or third parties as a result of the resale regardless of whether the reserved goods are sold without or after further processing. The buyer is authorised to collect these receivables even after assignment. This does not affect our authority to collect the receivables for ourselves but we undertake not to collect the receivables as long as the buyer properly meets the payment obligations of the same. We may demand that the buyer inform us of the assigned receivables and their debtors, provide all the details required for collection, issue the associated documentation and inform the debtors of the assignment. If the delivery item is resold together with other goods that do not belong to us then the receivable of the buyer from the purchaser shall be considered assigned to us to the amount of the delivery price agreed between us and the buyer. We undertake to release the securities to which we are entitled as far as their value exceeds the receivables to be secured by more than 25% if they are yet to be paid.
2. The buyer may neither pledge the delivery item nor assign it as security. In the case of seizure or confiscation or other disposal by third parties the buyer must inform us immediately.
3. In the case of behaviour of the buyer in contravention of the contract and especially in the case of default of payment we are entitled to recall after warning and the buyer is obliged to surrender. Assertion of the retention of title and pledging of the delivery item by us do not constitute withdrawal from the contract unless the German instalment payment act applies.

§ 5 Delivery and performance times

1. Deadlines and dates are non-binding and their significance is to give the buyer an approximate indication of the delivery date.
2. Deadlines begin on the date of order confirmation but not before full clarification of all details and production of any required official or similar certificates by the buyer; dates will shift accordingly. Deadlines and dates relate to the time of notification of readiness for dispatch ex works or warehouse.
3. The times will be extended by the period during which the buyer fails to fulfil the obligations of the same from this agreement – regardless of our rights from any default by the buyer – in consideration of our overall planning.
4. In the case of default by us the buyer is entitled to declare to us the withdrawal of the same after expiry of a reasonable period of grace for us which amounts to one third of the agreed delivery time and/or performance time.
5. Force majeure events entitle us to delay the delivery or performance by the duration of the impediment plus a reasonable start-up period or to withdraw entirely or partially from the contract owing to the unfulfilled part. Strike, lockout, mobilisation, war, embargo, import and export bans, raw material and fuel shortages, fire, traffic blocks, operational or transport disruptions and other circumstances for which we are not responsible are equivalent to force majeure and the same applies whether they occur on our premises or those of the upstream supplier or one of the sub-suppliers of the same.
6. If the buyer has a right of withdrawal in the cases stated in figure 5 then the same may declare withdrawal only in respect of the unfulfilled part of the contract but the buyer is otherwise obliged to compensate for the expense that we incur for the as yet unfulfilled part of the contract in return for the transfer of materials processed.
7. The declaration of an upstream supplier is considered sufficient evidence that we are prevented from delivering.

§ 6 Dispatch and transfer of risk

1. Goods that are notified as ready for dispatch on time must be collected immediately otherwise we may store them at our own discretion at the expense and risk of the buyer and charge for them as delivered. The same applies in the cases stated in § 5.
2. The risk is transferred to the buyer no later than on dispatch of the supply parts including seizure and also if partial deliveries are made or the supplier has accepted other services e.g. dispatch costs or transport and installation. This also applies for CIF and FOB transactions.
The recipient who appears for the buyer at the delivery destination is considered authorised to effect binding acceptance of the delivery.
3. We are not obliged to take out insurance against damage of any kind. If we take out insurance in the interest of the buyer then the same shall cover the costs.



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§ 7 Warranty

In accordance with the recognised rules of engineering we guarantee freedom from defects in the material and workmanship. We are liable as follows for any defects in the delivery or performance – including the absence of assured properties – to the exclusion of further claims:

1. The warranty period amounts to 6 months after initial operation but no more than 12 months after the delivery has left our works in the case of exports. It is 3 months after taking possession in the case of multiple-shift operation. If the dispatch, installation or initial operation is delayed through no fault of ours then the liability shall expire no later than 12 months after the transfer of risk.
2. Under the obligations of §§ 377 and 378 of the German commercial code the purchaser must submit the notice of defects to us in writing within 5 working days after delivery and in all cases before processing or installation. The seller must be informed of transport damage immediately. In the case of delivery by rail, in short and long-distance commercial transport vehicles or by other modes of transport the purchaser must observe the necessary formalities for the carrier.
3. We are obliged at our choice and free of charge to repair or resupply parts of which the usability is substantially impaired as the result of a circumstance within the warranty period before transfer of risk or to refund their reduced value. Replaced parts become our property.
4. If we fail to fulfil our warranty obligation then to the exclusion of other claims the buyer has only a right of reduction after installation and if cancellation is associated with a disproportionately high cost or otherwise a right of withdrawal if the reference to the right of reduction is inappropriate.
5. The warranty does not extend
 - 5.1. To defects that have been caused by natural wear and tear, defective installation and assembly work by the buyer or third parties, incorrect initial use, incorrect or careless handling, improper use.
 - 5.2. To defects that have been caused by modification or repair work undertaken by the buyer or third parties without our prior consent.
 - 5.3. To supply parts that are subject to premature natural wear and tear owing to their quality or the nature of their use e.g. seals, packings, springs, manometers and electrical installations such as light bulbs, fuses etc., parts made of rubber, plastic etc. unless wear and tear emerge which prompt replacement of the defective material at a considerably earlier time.
7. The buyer must give us reasonable opportunity and time to carry out warranty activities. If use of the contractual object is continued despite the defect then the warranty shall be limited to the original defect only.
8. The warranty period for the replacement part or its repair amounts to 6 months although no less than the initial warranty period.
9. We may refuse to rectify defects if the buyer fails to fulfil the obligations of the same to a reasonable extent.
10. Negotiations concerning defects do not mean that we waive the objection of the complaint being not in time or being insufficient. People appointed to check for defects are not entitled to acknowledge defects with effect against us.
11. All other claims are excluded. This applies especially to claims for conversion, reduction – with the exception of those under § 7.4 – termination, damage compensation for non-performance or claims for the contravention of secondary contractual obligations (positive breach of contract). Yet in deviation from this the buyer must request rescission of the contract in the case of failed repair, reduction of the remuneration or at the choice of the same.
12. For third-party products we may exempt ourselves from liability for defects by assignment of our warranty claims against the upstream supplier. We will assist with the assertion of warranty claims.

§ 8 Liability

1. Liability
Our liability is exclusively based upon the agreements made in the sections above. All claims not explicitly mentioned there (damage compensation claims) – for any legal reason whatsoever – are excluded as far as is permitted.
2. Partial invalidity
In the event that parts of the conditions are invalid owing to statutory provisions and especially the German act governing the law on general terms of business (T&C law) it is agreed that invalid elements affected in this respect shall be replaced with the provision permitted by law. This applies especially for contracts with non-traders.
3. No third-party benefit, prohibition of assignment
This contract establishes no third-party rights. The assignment of receivables, rights and entitlements from this contract by the buyer requires written consent from us.



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§ 9 Place of jurisdiction

1. The place of performance is Kassel.
2. The law of the Federal Republic of Germany applies exclusively.
3. If conditions exist for an agreement on jurisdiction in accordance with § 38 of the German code of civil procedure then the place of jurisdiction for all claims of the contracting parties including legal action on bills of exchange and cheques is Kassel.