

General terms and conditions



1. General info:

All our sales transactions shall be governed exclusively by the terms and conditions printed below. They shall also apply to all future business relations with the customer, even if they are not expressly agreed again. Conditions and agreements deviating from these shall only be valid if they have been expressly recognized by us and recorded in writing or by telex. The general terms and conditions also apply to special articles and custom-made products. Our General Terms and Conditions shall be deemed accepted at the latest upon acceptance of the goods or services. Counter-confirmations of the customer with reference to his own GTC are hereby contradicted.

2. Offer and prices:

Our offers are subject to change without notice and may be revoked immediately even after acceptance by the purchaser. Orders and declarations of acceptance must be made in writing, as must additions, changes and subsidiary agreements. In principle, the prices to be taken from the price list valid on the day of delivery shall apply, ex works. Packaging, freight, postage, transport and transport insurance shall be charged separately. All prices are subject to the addition of the respective statutory value added tax. We shall be bound by the prices agreed at the time of the order for four weeks. After this time, we shall charge the prices according to our latest price list. They shall be deemed to have been agreed if the customer does not object within one week of receipt of the invoice. After conclusion of the contract, a price increase is possible if it is based on circumstances which were not foreseeable for us at the time of conclusion of the contract. It shall be based on the changed circumstances.

3. Delivery:

If nothing else is agreed, sale by shipment applies. The goods shall be shipped at the expense and risk of the purchaser. If the goods are ready for shipment and the shipment is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon receipt of the notification that the goods are ready for shipment. The delivery time shall only be deemed to be approximately agreed, unless a specific delivery date has been expressly agreed in writing. Correct and timely self-delivery is reserved. We are entitled to make partial deliveries at any time. Delays in delivery due to unforeseen and unavoidable events, including strikes and lockouts, which make performance substantially more difficult or impossible for us, entitle us to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part. We shall notify the customer of such delivery changes without delay. The customer shall not be entitled to withdraw from the contract or claim damages due to such delays or changes.

4. Acceptance:

Goods ordered on call must be accepted no later than three months after the start of readiness for shipment. Compliance with this obligation constitutes a primary obligation, non-compliance with which entitles us to withdraw from the contract or to claim damages for non-performance.

5. Warranty:

Any defects shall be notified by the Purchaser in writing without undue delay, at the latest, however, within two weeks after receipt of the goods. The purchaser shall be obliged to inspect and notify the goods immediately. In the case of undetectable defects, the period shall commence upon discovery. In the event of a defect, we shall have the option to remedy the defect free of charge or to take back the delivery and replace it free of charge. If it is not possible to remedy the defect or replace the delivery or if we do not remedy the defect or replace the delivery, the customer shall be entitled to demand a reduction of the remuneration or rescission of the contract. In the case of custom-made products, he shall only be entitled to a reduction in price. If the defect is due to a performance of our supplier, the aforementioned claims of the purchaser shall not exist if we assign our claims against the supplier to him and these can be enforced with the supplier. We shall not be liable for consequential damages which are due to the defectiveness of the delivered goods themselves.

6. Reservation of ownership:

The goods shall remain our property until full payment of the purchase price and all other claims arising from the business agreement, including all ancillary claims. The purchaser is entitled to sell the goods subject to retention of title in his ordinary course of business as long as he is not in default. In the event of resale of goods subject to retention of title on credit, he shall secure our rights. Pledges or transfers of ownership are not permitted. In the event of access by a third party to the goods subject to retention of title, the customer shall inform the third party of our ownership and notify us immediately. In the event of mixing or blending of the reserved goods with goods not belonging to us, we shall be entitled to the resulting co-ownership share in the new item in proportion to the invoice value. If the purchaser acquires sole ownership of the new item in one of these transactions, it is hereby agreed that he shall transfer co-ownership of the new item to us in proportion to the invoice value of the reserved goods. The purchaser hereby assigns to us the claims of the purchaser arising from the resale of the reserved goods. If the resale takes place after mixing or blending, this advance assignment shall apply to the amount of the invoice value of the reserved goods. We authorize the customer to collect the claims assigned by us in his own name and for his account. The authorization to withdraw may be revoked if the customer does not properly meet his payment obligations. In the event of any breach of contract on the part of the customer, in particular in the event of default in payment, we shall be entitled to reclaim the goods subject to retention of title or, if necessary, to sue for the assignment of the customer's claim for return against third parties. The taking back or seizure of the reserved goods by us shall not constitute a withdrawal from the contract. We shall have the right to withdraw from the contract if the financial circumstances of the customer deteriorate to such an extent that his ability to pay appears to be at risk. This shall also apply to a deterioration which occurred prior to the conclusion of the contract, provided that we only become aware of such deterioration after the conclusion of the contract. If the purchaser has made false statements about his financial circumstances or company connections, we can demand compensation for the costs and losses incurred or still to be incurred by us despite the withdrawal.

7. Terms of payment

Our claim is due for payment with the transfer of risk. In the case of shipment, this is the time of delivery to the forwarding agent or DHL or the person or institution commissioned with the delivery. The issued invoice shall be deemed accepted in all details eight days after receipt. Our invoices are payable immediately after issuance without deduction. After the expiry of 30 days, the customer shall be in default, even without a special reminder, and shall pay the interest customary in banking from then on. We shall be entitled to offset payments against the customer's older debts first, despite any provisions of the customer to the contrary. A payment shall only be deemed to have been made when we can dispose of the amount. In the event of default, we shall be entitled to charge costs and interest that are charged by banks for unsecured loans. We reserve the right to assert further claims for damages. In case of default or in case of dishonor of a check given by the customer, as well as in case of a protest of a bill of exchange, all outstanding claims against the customer at that time shall become due for payment and we shall be entitled to withdraw from the contract at any time and to reclaim the delivered goods, as well as to demand advance payments and securities. In this case, all other agreements made shall also become invalid.

We reserve the right to deliver against cash on delivery or against invoice with a certain term of payment. The customer shall only be entitled to offset or withhold payment if the counterclaims have been legally established or if we have acknowledged them. The customer shall only be entitled to assign claims against third parties to us with our consent.

8. Compensation for damages:

Claims for damages arising from impossibility, delay, positive breach of contract and culpa in contrahendo, as well as from tort are excluded both against us and against our legal representatives, vicarious agents or assistants, unless intentional or grossly negligent conduct is involved. In the event of negligent conduct, the claim shall be limited to compensation for the damage foreseeable at the time of conclusion of the contract. Claims due to the absence of a warranted quality shall be governed by the statutory provisions. The customer shall inform us immediately of any accidents occurring during the use of the goods delivered by us. He shall, as far as possible, store the goods in question or reclaim them from his customer and make them available to us on request. If the purchaser culpably violates this obligation, he shall bear the damages incurred by him alone and compensate us for any disadvantages incurred.

9. Place of fulfillment and jurisdiction:

The law of the Federal Republic of Germany shall apply exclusively to the entire legal relationship between the customer and us. The place of performance and exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of our company, also for claims based on checks and bills of exchange.

10. Final regulations:

Should parts of these terms and conditions or the contract be invalid, this shall not affect the validity of the remaining parts and the contract as a whole.