

General Terms and Conditions of Sale

Scope of Application

These General Terms and Conditions of Sale shall exclusively apply towards companies, legal entities under public law, or special funds under public law within the meaning of Section 310 subsection (1) BGB [German Civil Code]. Conditions to the contrary or conditions of the customer which deviate from our Terms and Conditions of Sale shall only be recognized by us if we explicitly consent to their applicability. The Terms and Conditions of Sale shall also apply to all future business transactions with the customer, as far as these are similar legal business transactions.

Scope of the delivery obligation

Orders shall be considered accepted after our written confirmation towards the customer, or after we have executed the delivery implicitly. Side agreements, commitments of representatives, and telephonic agreements shall need our written confirmation. The documents which are contained in the offer and in the order confirmation, such as images, descriptions, drawings, as well as measurement and weight information, shall only approximately be decisive, unless they are explicitly marked as binding. The customer shall take over the whole responsibility for the documents which have to be delivered by him, such as drawings, samples, etc.

Prices/Payments

Unless otherwise agreed in writing, our prices shall apply ex works without packaging, freight, postage, and value protection, and plus respectively valid legal VAT. The costs of packaging will be invoiced separately. The deduction of a cash discount shall only be admissible in case of a written special agreement.

The prices shall apply with the value date of the day on which we can dispose of the equivalent. If earlier due dates are not agreed, the payments shall be due 30 days after the invoice date, and shall be payable net cash. The credit of check and change amounts shall always and only be done subject to proper receipt of the money. If one of several acceptances of a drawee is objected to, all other acceptances shall also immediately be due for payment. Any duties and expenses arising from these methods of payment shall be paid by the sender. Special conditions shall apply for abroad. If the due date for payments is exceeded, this shall entitle to invoice the usual bank interest.

Offsetting and retention rights

The customer shall only be entitled to the right of offsetting if his counterclaims have been determined legally effective, or if they are undisputed. The customer shall only insofar be entitled to execute a right of retention as his counterclaim is based on the same contractual relationship.

Delivery deadlines

The delivery time will be calculated from the day of the order confirmation until the dispatch from the plant. It shall only apply approximately. The adherence to the delivery time presupposes that the contractual obligations of the customer are fulfilled, especially the timely receipt of all documents which have to be provided by the customer. Unforeseen obstacles - whether they occur in the plant of the supplier itself or at his sub-suppliers, such as force majeure, shortage of raw materials, transportation difficulties, or other cases which we cannot avoid - shall free us from the agreed delivery time. In such cases we shall be entitled to cancel the contract without the customer being entitled to damage claims.

Right of the supplier for withdrawal

Prerequisite for the delivery obligation is the absolute creditworthiness of the customer. If we - after conclusion of the contract- receive information which make the granting of a credit in the amount which results from the order not seem completely harmless, or if there are facts which make a doubt arise in this respect, such as a considerable worsening of the asset situation, insolvency, liquidation, transition, etc., or if the customer pledges inventories, liabilities, or purchased goods, or orders them as security for other creditors, or does not pay due invoices despite reminders, we shall be entitled to demand prepayment, security, or cash payment, or to withdraw from the contract and to demand damage compensation because of non-fulfilment.

Transfer of risk

If the goods are sent to the customer at his request, the risk of accidental loss or accidental worsening of the goods will - with the dispatch to the customer, however, at the latest with leaving the plant / warehouse - be transferred to the customer. This shall apply independent of the fact whether the goods are shipped from the place of performance, or who pays the freight costs.

Retention of title

The goods shall remain our property until the full payment of the overall purchase price. Until that point of time, the purchaser shall not be entitled to pledge or collateralize the goods to third parties. If our goods are forwarded to third parties before they are fully paid, the respective claim shall be considered ceded to us.

The customer shall be entitled to process the goods. The processing or rebuilding of the purchased item by the customer shall always be done in the name and on behalf of us. In this case, the expectant right of the customer with regard to the purchased item shall continue at the rebuilt item. As far as the purchased item is processed with other objects that do not belong to us, we shall acquire the co-ownership of the new item in the proportion of the objective value of our purchased item to the other processed objects at the time of the processing. The same shall apply in case of a combination. As far as the combination is done in such a way that the item of the customer is to be considered a main item, it shall be considered agreed that the customer transfers to us the proportionate co-ownership and keeps the resulting sole ownership or co-ownership for us. To protect our claims against the customer, the customer shall also cede claims to us which arise for him through the combination of the reserved goods with a property against a third party. We already now accept this cession.

Shipment

Unless otherwise explicitly agreed, the shipment shall be done unstamped. Damages during rail transport must be determined by railway officials, and must be complained about by the recipient with the railway company. They will only be replaced by us against new order and against invoicing of the respectively valid daily price.

Warranty

Warranty rights of the customer assume that the customer has fulfilled his owed examination and notification obligations according to Section 377 HGB [German Commercial Code]. Defect claims shall become time-barred 12 months from the handover of the delivered goods, unless law prescribes longer mandatory periods.

If despite all particular care the delivered goods have a defect which was already existent at the time of the transfer of risk, the goods will - if the defects were notified in due time - at our discretion either be repaired or replaced. Only after a failed repair, the customer may withdraw from the contract, or reduce the remuneration. Defect claims do not exist in case of only insignificant deviation from the agreed quality, insignificant impairment of the useability, in case of natural wear or tear, as well as in case of damages which have occurred after the transfer of risk because of faulty or negligent handling, excess load, or defective processing, or due to special influences which are not a contractual prerequisite. Expenses which are necessary for the purpose of supplementary performance, especially transport, road, work, and material costs of the customer, shall be excluded if the expenses increase because the goods that we delivered were subsequently transported to another place than to the branch of the customer, unless the transport corresponds to its approved use.

Measurements and models

With reference to the adherence to the prescribed measurements and models, we reserve a scope which is dependent on the fabrication. The same shall apply to possible changes, whereas the buyer shall not be entitled to derive reclamations or claims.

Material identification/samples

The technical information of our goods are provided without warranty and guarantee. It is essential to make own tests under the locally decisive conditions with respect to the intended use.

Place of performance and place of jurisdiction

The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract shall be our registered office, unless the order confirmation states otherwise.