

I Scope of Application

1. The following General Terms and Conditions of Business are an integral part of our offers/estimates of costs and the contracts concluded with us. They shall be accepted to the full extent by the Customer in the version that is applicable at the time of concluding the business transaction, and they apply in full unless we agree something else in the quotation text.
2. Any rules different from these terms and conditions, especially also the Customer's terms and conditions, are herewith objected.
3. Collateral agreements and modifications require our confirmation in writing to become effective.

II Quotations and Prices

All offers are conditional.

If the offer is made based on the Customer's documents like illustrations and drawings, including measurement specifications, these documents shall only be binding if referred to in the offer.

The specifications are a technical representation and receive a warranted quality only then and in the individual case where this is expressly confirmed separately in writing.

All indications of price in offers or confirmations of an order are calculated according to the prevailing salaries and prices on the date of their submission. Should these costs change until delivery, we shall be entitled to alter the agreed price reasonably if the delivery is to take place later than four months after conclusion of the contract. This change in prices clause also applies if – upon the Customer's wish – the delivery date is subsequently postponed to a date later than four months after conclusion of the contract.

We charge a handling fee according to the current price list for small orders.

Unless otherwise agreed, the prices are calculated ex our works and do not include packing. Goods with a net value from €250.00 on are delivered carriage free within the Federal Republic of Germany. Outside the Federal Republic of Germany, forwarding charges shall be charged according to expenditure.

III Guarantees, Custom-Made Articles or Special Terms of Contract

Guarantees or announcements about the kind of goods are only binding when confirmed in writing.

We cannot start making custom-made articles until the Buyer has confirmed this in writing. Such orders can neither be subsequently changed nor cancelled.

Goods that have been modified by the Buyer or specially manufactured at his request cannot be returned.

IV Delivery, Passing of Risk

1. Delivery of the goods is ex warehouse at the Buyer's risk. This does not apply if the Buyer is a consumer within the meaning of Section 13 of the German Civil Code. The Seller shall be allowed to make partial deliveries.

If the Buyer wishes a special mode of dispatch, the receiver shall bear the additional charges in full.

2. Force Majeure

Where there are delays in delivery and performance due to force majeure and due to happenings that make it considerably difficult or impossible for the Seller to deliver, and which you have no influence on because they are out of your sphere – this includes especially dangers of war, strikes and lockouts at other companies than the Seller's company, official directives, etc. – particularly if they occur at the Seller's supplier or sub-suppliers, the Seller shall not be liable even if there were agreed periods and dates with binding force unless the Seller can be accused of premeditated or grossly negligent behaviour. The aforementioned delays in delivery entitle the Seller to postpone the delivery or performance for the duration of the prevention plus a reasonable starting period, or to withdraw from the contract in whole or in part for reasons of unfulfilled parts. However, this does not apply if it is only a short disturbance.

3. Terms of Delivery

The term of delivery begins with the date of the confirmation of order, though not before all details have been cleared which are necessary to be able to carry out the order.

In the event that we exceed the agreed delivery dates, the Buyer shall be entitled to give us a final deadline in writing of 20 working days and to withdraw from the contract after this expires without result. Claims for damages owing to delays or subsequent impossibility are excluded, except in the case of a deliberate or grossly negligent act. The Buyer's claims concerning delayed delivery are excluded before expiry of the deadline for subsequent delivery.

V Defects and Warranty

The Buyer inspect the goods immediately upon receipt, in any case though before resale or use, provided this is feasible in the ordinary course of business, and to inform the Seller immediately in writing if the delivery has a defect or proves to be incomplete or incorrect. Should the Buyer fail to do so, the goods shall be considered as accepted unless it is a defect that was not obvious at the moment of inspection. Should such a defect appear later, it must be reported immediately upon its discovery. Otherwise the goods shall be deemed to be accepted in spite of this defect. If the Customer does not notify the defects in time, he shall lose the following warranty claims. Provided the Customer is a consumer within the meaning of Section 13 of the German Civil Code, the term of notice for obvious defects is two weeks.

1. The warranty period is one year, starting with the date of delivery. If the Customer is a consumer within the meaning of Section 13 of the German Civil Code, the warranty period is two years.
2. In the event that the article is defective or misses assured properties, or if it becomes defective within the warranty period due to manufacturing or material flaws, the Seller shall have the right to deliver a replacement, excluding any other warranty claims of the Buyer. Warranty exclusion according to sentence 1 does not apply if the Customer is a consumer within the meaning of Section 13 of the German Civil Code. The Seller can make the replacement delivery dependent on the Buyer having paid at least part of the price corresponding to the value of the flawless part of the delivery in proportion to the total value of the delivery.

3. Should the replacement delivery fail after a reasonable deadline, the Buyer can either demand a reduction or withdraw from the contract. The Buyer is obliged to handle the defective goods with care – in the event he withdraws from the contract – and to return them in their original packing.
4. Any damage to the goods, for which the Buyer is responsible, entitles the Seller either to demand compensation or to refuse the Buyer's withdrawal from the contract of sale.
5. The immediate Buyer alone is entitled to warranty claims against the Seller; these claims cannot be assigned.
6. Deviations or minor fluctuations in the quality, colour, size, weight, finish or design that are accepted in the trade and are technically unavoidable are not regarded as a defect and cannot be subjected to complaint.
7. The aforementioned paragraphs conclusively contain the warranty for the products and exclude any other warranty claims as well as claims for damages based on all legal grounds both against the Seller and against the Seller's vicarious agents, so long as the damage was not caused deliberately or through gross negligence.

VI Payment

We grant a 2% discount for payments received within 10 days. Otherwise, the amount shall be due within 30 days net.

In the event that the Customer is in arrears with the payment, default interest of 5% points p.a. above the current base lending rate shall become due. If the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code, the interest rate shall be 8% points above the current base lending rate.

Should there be founded concern that the Buyer's economic circumstances have deteriorated considerably, especially when a credit insurer assigned by us refuses to insure the order or a part of the order, then we shall also be entitled to withdraw from the unfulfilled part of the contract without this requiring the previous granting of a grace period.

The set-off or recovery of payments through the Buyer is only permissible with or due to undisputed or legally established claims.

VII Reservation of Title

We reserve the right of title and the right of disposal to all the goods delivered by us until all claims against the Buyer have been settled from this business relation, including future claims accruing also from contracts concluded at the same time or later. This applies even then if single or all claims have been taken up in a current account and it is possible to strike a balance and accept the statement of account. Sentence 1 does not apply with regard to future accruing claims if the Customer is a consumer within the meaning of Section 13 of the German Civil Code.

The Buyer shall only be entitled to process or sell the articles subject to retention of title in proper business transactions if, for security purposes, he assigns to us already now and to the full extent all claims accruing from the resale (including all balance claims from the current account) or on any other legal ground concerning the articles subject to retention of title (insurance, tort). If the Buyer sells the goods subject to retention of title – after their processing or incorporation – together with goods that do not belong to us, then the Buyer already now assigns the claims accruing from the resale to the value of the goods subject to retention of title with all ancillary rights and ranking before the rest. We herewith accept the aforementioned assignments. We revocably authorise the Buyer to collect the claims he has assigned to us for his account and in his own name. The authorisation to collect the claim ourselves remains unaffected by this, however, we undertake not to collect the claims as long as the Buyer properly complies with its payment and other obligations. The Buyer is obliged to make the assigned claims and the names of their debtors known to us, to make all the necessary statements on payment receipts and to hand out the corresponding records, as well as to inform the debtors about the assignment. Should the delivery items be seized, confiscated or otherwise be claimed on by a third party (e.g. as a result of execution), the Buyer shall be obliged to immediately point out our title to the goods and to inform us without delay, as well as to send us the records of the seizure. In other respects, the Buyer must give all necessary information concerning the safeguarding of security interests.

Processing or reshaping the goods is always done for us as the manufacturers, though without obligation for us. If goods subject to retention of title are processed with objects that are the Buyer's sole property or with objects on which there is no extended third party retention of title, then we shall be entitled to sole ownership of the new thing. If the goods subject to retention of title are processed with other objects subject to extended third party retention of title, then we shall be entitled to co-ownership of the new uniform thing in proportion of the value of the goods subject to retention of title to the other processed objects at the time of processing. The Buyer safeguards our (co-) ownership free of charge.

The above more closely described assigned claims for security are herewith reassigned if the amount of the value exceeds the value of the claim to be secured by more than 10%.

VIII Copyrights

We reserve the property rights and copyrights to quotations, drafts, drawings and other documents. They may only be made available to third parties in agreement with us. Drawings and other documents belonging to offers are to be returned upon request.

IX Place of Performance, Place of Jurisdiction and Applicable Law

Place of performance for our delivery is our company.

The Regional Court of Aachen or the Local Court of Heinsberg are competent for any disputes arising directly or indirectly from this contractual relationship, providing the Buyer is a fully qualified merchant, a legal person under public law or separate fund under public law.

These terms and conditions shall be governed exclusively by the laws of the Federal Republic of Germany.

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