

I. Scope of application

1. Our Ts & Cs apply to all current and future transactions between our customers and us. Our Ts & Cs apply exclusively. We do not recognise any customer Ts & Cs which conflict with or deviate from our own unless we have expressly agreed to their validity in writing. Our Ts & Cs shall still apply if we make deliveries without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from our own Ts & Cs.

II. Offer

1. Our offers are subject to change. We reserve the right to make technical changes, changes to the delivery schedule and changes in shape, colour and/or weight within a reasonable scope.
2. The Customer's order shall constitute a binding offer which we can accept within two weeks by sending an order confirmation or by delivering the goods.
3. Ancillary agreements, confirmations of product specifications and changes shall require our written confirmation. However, public statements, recommendations or advertising shall not constitute a contractual statement of quality. The documents which accompany the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless we have expressly stated that these are binding.
4. The conclusion of the contract is subject to correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular if a congruent covering transaction has been concluded with the supplier. In the event of non-availability of the service, we shall inform the Customer immediately and refund the consideration.
5. We reserve the rights of ownership and copyrights to any cost estimates, drawings and other documents; they must not be made accessible to third parties and must be returned to us or destroyed upon our request. The Customer must obtain our express written consent before passing these on to third parties.
6. The Customer shall be responsible for ensuring that the working drawings they provide do not infringe on any property rights of third parties. If claims are nevertheless asserted against us by third parties due to infringements of such property rights, the Customer shall be obliged to release us in full from such claims.
7. If we become aware that the Customer is in an unfavourable financial situation after the contract has been concluded, setting a reasonable deadline, we shall be entitled to demand a security for the counter-performance which is recognised in business transactions. If the Customer does not present the security to us within the set period, we shall be entitled to withdraw from the contract.

III. Prices and terms of payment

1. All prices stated are net prices. VAT is not included in the purchase price. Prices are ex works, excluding packaging. We reserve the right to increase the prices for deliveries which take place later than six months after conclusion of the contract if they are based on changes in factors affecting value which have arisen after the contract has been concluded. We shall notify the Customer of the price increase within a reasonable period of time.
2. In order to check whether deliveries in the area of the European Community can be made without VAT, we require the following information from the Customer:
 - a) VAT ID number
 - b) Name and address of the Customer
 - c) The place of performance and
 - d) all documents required to prove intra-Community tax exemption (receipts, acknowledgements of receipt, etc.)

In the event that we are charged with an additional VAT payment due to incorrect or incomplete information provided by the Customer, the Customer shall reimburse us for this amount; we reserve the right to assert claims for damages in excess of this amount.

3. The Customer shall pay the purchase price within 30 days of receiving the goods, invoiced amounts for contract work shall be due immediately. If the Customer does not pay the amount within this period, they shall be in default without being sent a reminder. While the Customer is in default, interest shall be charged on the debt owed in accordance with the statutory provisions; we reserve the right to claim higher damages for the default.
4. Payment orders, cheques and bills of exchange shall only be accepted on account of performance. Collection charges and other costs shall be borne by the Customer.

5. The Customer shall only be entitled to set-off rights if their claims have been legally established, are undisputed, have been recognised by us or are ready for decision in a legal dispute. The Customer shall only be entitled to exercise a right of retention if their counterclaim is based on the same contractual relationship.
6. If the Customer defaults on their payment obligations, all outstanding payments arising from the business relationship shall become due immediately. Any further deliveries during the period of default shall only be made against advance payment.

IV. Delivery time

1. The delivery period shall begin once the order confirmation has been received, but not before the Customer has fulfilled their contractual obligations. This particularly applies if there are any outstanding required documents, approvals or releases still to be provided by the Customer.
2. If we have specified a delivery period and this forms the basis of placing an order, such periods shall be extended in the event of strikes or force majeure for the duration of the delay. The same shall apply if the Customer fails to fulfil any obligations to cooperate.
3. Unless otherwise stated in the order confirmation, it is agreed that deliveries are made ex works.
4. The delivery period shall be deemed to have been complied with if the goods to be delivered have left our premises by the end of this period or if the Customer has been notified that the goods to be delivered are ready for dispatch.
5. If, after the conclusion of the contract, regulations or statutory provisions come into force which deviate from the regulations or statutory provisions that were applicable at the time the contract was concluded, the delivery period shall be extended accordingly. Any additional costs resulting from this shall be borne by the Customer.
6. If we are prevented from fulfilling our performance obligations due to force majeure or other unforeseeable, extraordinary circumstances for which we are not responsible, e.g. interruptions of operations due to fire, water or similar circumstances, downtime of production facilities and machinery, delayed or missing deliveries on the part of our suppliers as well as interruptions to operations due to a shortage of raw materials, energy or labour, strike, lockout, difficulties in procuring means of transport, traffic disruptions or official measures, we shall be entitled to postpone the delivery or performance for the duration of the hindrance plus a reasonable starting period. This shall also apply if any issues arise for one of our suppliers or sub-suppliers as a result of force majeure.

V. Transfer of risk

1. Risk shall be transferred to the Customer when the goods are handed over or, in the case of sale by delivery to a place other than the place of performance, when the goods are delivered to the carrier. Default of acceptance by the Customer shall equally be deemed to have been accepted.
2. If acceptance has been arranged, this must take place on the agreed delivery date. The costs shall be borne by the Customer. If acceptance does not take place, does not take place on time or if the Customer waives acceptance, the goods shall be dispatched. In this case, the goods shall be deemed to have been delivered free of defects, unless the defect would not have been recognisable at the time of acceptance.
3. Transport damages must be indicated on the delivery note. Delivered goods shall be accepted by the Customer, even if they show minor defects. The rights under section VI shall not be affected.
4. Partial deliveries shall be permitted provided that these are not detrimental to the Customer. Permissible partial deliveries shall be deemed to be separate transactions.

VI. Liability for defects

1. Any claims for defects on the part of the Customer presuppose that they have duly fulfilled their obligations to inspect the goods and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).
2. Should the goods show a defect, we reserve the right to choose the type of supplementary performance.
3. The warranty period is one year from the transfer of risk. The period of limitation in the event of a delivery recourse according to Sections 478 and 479 of the German Commercial Code shall remain unaffected. This shall not apply to claims for damages. The following section VII shall apply in this case.
4. The Customer does not receive any guarantees from us in the legal sense.
5. For manufacturing according to the Customer's designs, the supplier shall not be liable for damages due to design faults.

VII. Liability for damages

1. Our liability for breaches of contractual obligations and for tort shall be limited to intent and gross negligence. This shall not apply to injury to the life, body and health of the Customer, claims for breaches of cardinal obligations, i.e. obligations which arise from the nature of the contract and the breach of which jeopardises the achievement of the purpose of the contract, as well as in the case of compensation for damages caused by a default (Section 286 of the German Commercial Code). In this respect, we are liable for any degree of fault.
2. The abovementioned exclusion of liability shall equally apply to breaches of contractual obligations by our vicarious agents.
3. Insofar as liability for damages is not excluded, such claims shall become statute-barred after a period of one year beginning from when the claim arose or, in the case of claims for damages due to a defect, from the handover of the goods. This period shall not apply if we are liable due to intent, gross negligence or injury to life, body and health.
4. Insofar as liability for damages against us is excluded or limited, this shall also apply to the personal liability for damages by our employees, representatives and vicarious agents.

VIII. Retention of title

1. The goods shall remain our property until all claims against the Customer have been settled, even if the goods in question have already been paid for.
2. The Customer must inform us immediately of any third-party enforcement measures against the goods subject to retention of title, providing us with the documents necessary for an intervention; this shall also apply to impairments of any other kind. Irrespective of this, the Customer must inform the third party of the existing rights to the goods. If the third party is not in a position to reimburse our costs of an intervention, the Customer shall bear these costs.
3. If the goods subject to retention of title are resold or leased, the Customer shall hereby assign the claims against their own customer arising from the aforementioned transaction to us until all our claims have been satisfied. If the goods subject to retention of title are processed, remodelled or combined with any other goods, we shall acquire direct ownership of the manufactured items. These shall be deemed to be reserved goods.
4. If the value of the security exceeds our claims against the Customer by more than 20%, we shall release securities to which we are entitled to the corresponding extent, at the Customer's request and at our discretion.

IX. Limitation of own claims

1. In deviation from Section 195 of the German Commercial Code, our claims for payment shall become statute-barred after five years. Section 199 of the German Commercial Code shall apply regarding the starting date for this limitation period.

X. Place of performance, choice of law, place of jurisdiction

1. Unless otherwise stipulated in the contract, the place of performance and payment shall be our registered office.
2. This contract shall be governed by the laws of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods shall not apply.
3. The sole place of jurisdiction shall be the competent court at the place of our registered office.