

General Terms of Sale and Delivery

I. Offer, Conclusion of Contract and Content of Agreement

1. Failing agreement to the contrary, all of our deliveries and services shall primarily be governed by the General Terms and Conditions (GTC) found herein. These GTC apply to entrepreneurs, legal entities under public law and special funds under public law. Terms and conditions of the customer inconsistent with these are hereby invalidated. Future business relations shall also be governed by our GTC irrespective of whether specific reference has been made thereto or not.
2. Our offers are made without engagement. Orders placed by the customer are binding and final. A contract shall only then have been concluded if confirmed by us in writing within 2 weeks of receipt of order. Assurances, collateral agreements and amendments to the contract shall only be deemed valid if confirmed by us in writing.
3. Where goods are ordered by electronic means, we shall confirm receipt of the order. Confirmation of receipt of the order does not constitute a binding acceptance of the order but may be linked to its acceptance. Notwithstanding this, a written confirmation of acceptance shall be sent by standard written means no later than 14 days after receipt of order.
4. Contracts shall be concluded subject to the correct and timely supply of the corresponding materials to us by our suppliers. This shall only apply to cases where non-delivery is due to circumstances beyond our control, most notably as part of a congruent hedging transaction concluded with our supplier. In each case, we hereby commit to inform the customer immediately of any non-availability and to return any consideration made with immediate effect.
5. We reserve the right to make reasonable amendments to any designs, shapes and colours relating to the subject matter of the contract.

II. Prices and Terms of Payment

1. Our prices are quoted in €, ex works, are exclusive of costs for transport insurance in the event that a works lorry is used, and are subject to packaging, freight, postage, customs duties, insurance and assembly costs as agreed. All prices are subject to the relevant valid sales tax (VAT).
2. Failing agreement to the contrary, our invoices shall be payable net cash and upon receipt.
3. Customers may only be entitled to withhold payment or offset such payment against counter claims where these are uncontested or legally enforceable.

III. Right to Revocation for Remote Sales Contracts

1. The customer, provided that he is not a consumer, shall not be entitled to revoke an order placed as part of a remote sales contract.

IV. Delivery Times/Delays in Delivery

1. Specifically agreed dates of delivery shall commence on the day the contract is signed and be subject to the customer furnishing in full all documentation, permits, clearances and technical declarations as well as his making any down payments that may have been agreed upon. Adherence to deadlines for delivery on our part shall be incumbent on the customer fulfilling his contractual duties. A delivery time shall be deemed to have been met if the consignment shall have left our works on or before expiry of the deadline, or if notice of its readiness for dispatch has been given. Changes or additions to the order subsequently requested by the customer shall entail extending the delivery time accordingly. The same shall apply to unforeseen events beyond our control for which we can accept no responsibility. The customer shall be informed forthwith of such impediments to the delivery.
2. In the event of a delay in delivery due to circumstances beyond our control, the customer, having served us a written reminder, may set an appropriate deadline after which time he shall be entitled to refuse acceptance of the consignments in question. Should delivery not have been made by the new deadline, the customer shall be entitled to withdraw from the contract in writing inasmuch that we are in breach of our duties. Should the breach of obligations be due to circumstances within our control, the customer shall be entitled to withdraw from the contract, provided that he is able to prove that his interest in the consignment / service has ceased.
3. In accordance with the statutory regulations, we shall be liable in full for all delays in delivery which are the result of wilful or negligent breach of contract. Notwithstanding this, our liability shall be limited to the level of damage which is most typically foreseeable. We shall also accept liability for instances where the delay in delivery has been caused by a culpable breach on our part of our material contractual duties, whereby such liability shall solely be limited to the level of damage which is most typically foreseeable.

V. Passing of Risk

1. The risk of accidental loss of the goods sold shall pass to the customer upon surrender of the same, or, if sale by delivery to a place other than the place of performance has been agreed, upon delivery of the good(s) to the forwarder, carrier or other person designated to execute delivery of the consignment. Where consignments are supplied direct from the works, all risks shall pass to the customer from the moment the lorry leaves the factory's premises.

VI. Delay of Acceptance/Call-off Orders

1. In the event that the customer fails to accept the subject matter of the contract, we shall be entitled to set a reasonable deadline for acceptance and, failing adherence thereto, dispose of the goods by other means and supply the customer with a new consignment. Should acceptance of the goods or services be delayed, we shall be entitled to levy a charge for the additional expenses which have actually and measurably been incurred, such expenses being for transportation, storage and maintenance, etc.. Notwithstanding this, we reserve the right to withdraw from the contract and require compensation in cases where the customer still fails to accept the consignment despite a reasonable extension of the deadline. Such claims shall amount to 10% of the agreed net price. The customer's right to prove that a lower or no loss was incurred by us shall remain unaffected. At the same time, we reserve the right to enforce claims for any higher defecto losses incurred by us.

VII. Retention of Title

1. We reserve the right to ownership of the goods until payment of all outstanding amounts relating to the contractual relationship valid at that time has been effected in full.
2. The processing and conversion of goods subject to the contract as performed by the customer shall be on our behalf and in our name. Where such conversion work includes the use of goods or materials not belonging to us, we shall acquire a part-ownership of the new goods or materials equivalent to the proportional value of the goods supplied by us within the other goods or materials that have been converted.
3. The customer shall be entitled to resell the goods in the ordinary course of business on the sole condition that our retention of title shall remain. In this respect the customer hereby assigns with immediate effect all receivables in connection with the invoice amount which accrue against third parties as a result of the resale of the goods (including a prorata share in the goods that have been processed or converted). We hereby accept the assignment. The customer shall be entitled to collect such receivables. We shall be entitled to collect such receivables ourselves in the event that the customer fails to meet his payments accordingly or falls in arrears. At our option, we are obliged to release upon demand securities owing to us inasmuch that these exceed the outstanding claims by more than 10 %.

VIII. Complaints, Warranty and Liability

1. Claims arising from defects that are made by the customer presuppose that the customer has duly fulfilled his commercial duties of inspection and reproof. Notwithstanding the aforesaid, each established defect is to be reported in writing immediately. Under no circumstances shall short deliveries constitute a defect. Furthermore, each complaint must be accompanied with an exact description of the fault and part concerned.
 2. Where defective goods are concerned, we shall exercise our right either to remedy the defect or to supply a replacement consignment.
 3. In the event that the defect remains unremedied after at least two attempts, the customer at his own discretion shall be entitled either to require a reduction in price or, where significant defects are involved for which we are explicitly responsible, to withdraw from the contract. To the extent that the customer enforces claims for damages which are due to wilful intent or gross negligence, we shall accept liability in line with the statutory regulations. Should the breach of obligation or duty not be due to any actions on our part, our liability for claims for damages shall be limited to the level of damage which is most typically foreseeable. This shall equally apply to any culpable breach of material duty on our part. In the event that the customer should be entitled to indemnity for a loss in lieu of performance, our liability shall be limited to the level of damage which is most typically foreseeable. Exclusions from liability and/or limitations thereof shall not apply in cases involving injury to life, limb and/or health.
 4. Our warranty obligation shall be valid for 1 year from the passing of risk. The condition and properties of the goods shall solely be those agreed in our product description. Furthermore, no claims made in advertising or promotion campaigns may be construed to derive from the description agreed within the contract.
 5. Should the customer receive a flawed set of assembly instructions, we shall solely be responsible for furnishing an unflawed set of assembly instructions in general and only then in cases where the flaw in the assembly instructions poses a hindrance to the proper assembly of the products.
 6. The customer shall not receive any guarantees from us within the legal sense of the word.
 7. We accept no responsibility for damage resulting from improper or inappropriate use, faulty assembly work or operation on the part of the customer or third parties, natural wear and tear, faulty handling or maintenance work, unsuitable accessories, etc. Modifications or service and repair work carried out without our prior permission and performed improperly by the customer or a third party shall equally release us from our warranty obligations.
- The aforesaid restrictions on liability do not apply to product liability claims. Such restrictions on liability shall equally not apply to personal injury or injury to health and/or the loss of life with respect to the customer when such injuries or loss are attributable to us. With the exception of cases where fraudulent intent or gross negligence on our part be determined, claims for damages brought by the customer on the grounds of defects shall lapse within one year of the goods having been delivered and the damage having been reported.

IX. Liability for Collateral Duties

1. In offering written or verbal support and advice in relation to technical applications, suggestions, calculations, drawings and planning, we seek to provide the customer with the best possible means of using our products. These do not release him from his duty to perform his own tests to ensure that our products are suitable for the intended use.
2. In the event that we should knowingly breach our collateral duties, even prior to signing the contract, e.g. by foregoing advice, offering incorrect advice or wrong guidance, to the extent that the subject matter of the contract cannot be used as provided for in the contract, we shall accept responsibility in accordance with the provision stated under Point 1 to the exclusion of all other claims.

X. Patterns, Drawings

We reserve our right to ownership and copyright of all patterns, drawings and other documents. They may not be made available to third parties and are to be returned to us upon request.

XI. Place of Fulfilment, Applicable Law, Court of Jurisdiction

1. The place of fulfilment for all deliveries, performance and services, and payments shall be Wallenhorst, Germany, the registered location of our firm.
2. German law shall apply exclusively and to the exclusion of the UN Sales Convention (CISG).

3. The court of jurisdiction shall be Osnabrück, Germany.

XII. Severability Clause

In the event that any of the stipulations of this contract should be or become invalid, the validity of the remaining stipulations shall remain unaffected. The invalid stipulation shall be replaced by a provision which correlates with the mutual will of the parties concerned. General Terms of Sale and Delivery