Preamble

As a basic rule, we supply entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and funds under public law only according to the following conditions of sale and delivery. The validity of other conditions – in particular purchasing conditions of the purchaser – require our prior, explicit written confirmation.

§ Offer and acceptance

a) Our offers are without engagement. Orders are first binding for us when and to the extent we have confirmed them in writing according to a) or b).

b) The purchaser is not entitled to have the price lists and delivery terms as part of the contract.

c) Supplementary remarks describing the goods such as “about the same”, “as previously supplied”, “as in the past” or similar remarks in our offers only relate to the goods as quantity, variety, and weight.

d) Unless otherwise agreed in writing, the contract price is due for payment immediately after delivery of the goods, or if agreed otherwise, after the expiration of the grace period.

§ Purchase price and payment

a) Our prices are always subject to addition of VAT, in particular in countries outside the EU, unless otherwise agreed in writing.

b) The purchase price is due upon delivery of the goods net without deduction – insofar as nothing else has been agreed in writing – and free of all charges.

c) In the case of delays in payment, we charge interest on arrears at 8 percentage points above the basic interest rate and reserve the right to claim compensation for any further damages.

d) Checks and bills of exchange are accepted as conditional payment and only after express consent, if they are honoured without any reservation. Any bank fees incurred in payment procedures are to be borne by the purchaser.

e) The purchaser may only set off counterclaims against our purchase price which are uncontested or for which we have expressly agreed in writing.

f) The contract is not regarded as concluded, in case there are special conditions or stipulations, in which case this special condition or stipulation terminates payments or if a cheque is not covered, or if facts become known to us which could lead to the assumption that the purchaser is not fulfilling his obligations.

g) Unless otherwise agreed, we deliver the goods to the agreed delivery address, the deliv ery is regarded as having been made on the date of dispatch, if the goods are not ready to be sent at this time.

h) The terms of payment are the agreed terms of payment, in the case of acceptance we are entitled in this case to deliver the goods at any time.

i) The purchaser must inform us of any changes to his delivery address, from the date of acceptance the goods are at the risk of the purchaser.

j) The delivery terms of payment are to be accepted by the end of the grace period, otherwise the grace period expires after the grace period.

§ Liability for defects

a) The due internal and external properties of the goods are determined according to the prevailing standards of the trade and the quality and quantity stipulated in our offers and the documents supplied to the purchaser.

b) There are no limitations on the fault, liability and limitation or caps in the case of personal injury or damage to life, limb or health, as well as for other defects of the goods, if the buyer has been caused such damage due to our breach of contract.

c) We are liable to compensate for any loss of income, profit or other savings, however, in case of personal injury, damage to life, limb or health.

§ Dispatch and acceptance

a) The agreed modes of dispatch and periods of delivery are always to be considered as approximate unless a fixed date has been specifically agreed in writing.

b) If the delivery of the goods is delayed due to force majeure, closing down of the factory, war, strike, lockouts, or delays in delivery from our suppliers, we are entitled to extend the delivery period accordingly.

c) Occurrences of force majeure – including pandemics determined by the recipient if this determination is carried out using calibrated instruments and which the supplier has not been able to prevent or avoid – release the recipient from any further obligations.

§ Retention of title

a) The title to the goods (conditional goods) is first transferred to the purchaser on payment of the purchase price. As long as the purchaser has not paid the purchase price, the goods remain our property; the goods are, however, still outside the remaining title shall serve as a security for the balance due to us.

b) As long as the purchaser correctly performs his obligations towards us he is authorised to use and sell the goods in normal business practice under the proviso that his claims from the resale according to a) are credited to him.

c) If the purchaser fails to fulfill his payment obligations, even after being given more time, we are authorised to claim representation of the conditional goods without providing them. Sale of the goods at a time with prior notice of cancellation. If necessary, we are entitled to enter the purchaser’s premises for the purpose of taking the goods. Furthermore, this does not apply to combination or mixing of conditional goods with third party goods in the sense of §§ 959 BGB (German Civil Code) and acquisition of ownership of the intermediate and end products in proportion to the invoice value of our conditional goods to the invoice values of the third party goods; to this extent, the purchaser holds in safe custody, on our behalf and free of charge. The same applies to combination or mixing of conditional goods with third party goods in the sense of §§ 959, 947 BGB.

d) As security for all our claims, the purchaser hereby assigns to us any claims arising from the sale of the conditional goods to third parties. If the purchaser sells goods of which we only have partial ownership according to letter d), he assigns to us his claims against third parties in the corresponding partial sum. If the purchaser uses the conditions within the scope of a contract of work (or similar agreement), the purchaser assigns the corresponding claim to us.

f) If the normal course of business, the purchaser is entitled to collect claims arising from the purchase price of the goods and to sell or otherwise dispose of the goods in any way, we give us all the necessary information about his inventory of goods which are our property and the claims assigned to us, and provide us with the necessary documents to enforce the assigned claims. We must be informed immediately about any third party seizure of the conditional goods or the assigned claims.

§ General liability limitation and time limitation

a) The sale of merchandise, we are liable for damages, in particular personal injury or damage to life, limb or health, as well as for other defects of the goods, if the buyer has been caused such damage due to our breach of contract.

b) The sale of merchandise, we are liable for damages, in particular personal injury or damage to life, limb or health, as well as for other defects of the goods, if the buyer has been caused such damage due to our breach of contract.

© The sale of merchandise, we are liable for damages, in particular personal injury or damage to life, limb or health, as well as for other defects of the goods, if the buyer has been caused such damage due to our breach of contract.

§ Right of return

a) In case of non-conformity with the contract, the purchaser may either return the goods, or if the goods are defective, repair the goods at our expense. If the goods are defective, the purchaser may also return the goods at our expense.

b) The return of the goods is only possible if they are returned in their original condition and are accompanied by a written notice stating the reason for the return.

§ Place of jurisdiction, applicable law, salutary clause

a) The place of jurisdiction is, at our choice, the seat of our company or that of the purchaser.

b) The Federal Republic of Germany; the law of the Federal Republic of Germany shall apply; if this law is not applicable, the law of the country of the domicile of the buyer shall apply.

c) In case any of the above clauses should be or become ineffective, such provisions are to be regarded as partly ineffective, but not as a whole. The commercial purpose of the contract – taking appropriate account of the interests of both parties.