

1. General

All business transactions are made on the basis of the following conditions. Any cancellation or modification of these terms and conditions will only be legally effective if we expressly confirm this in writing. Any of the customer's own conflicting purchase or order conditions are hereby contradicted; they shall not be binding upon us even if we do not expressly object to them again at the conclusion of the contract. These conditions are considered accepted at the very latest upon receipt of our order or delivery.

2. Offers

Our offers are subject to change; a binding contract is only established on receipt of our written order confirmation.

3. Prices

Our prices are understood to be ex factory excluding packaging. If further duties or charges are incurred after the conclusion of the contract (for example, customs duties, freight charges or taxes), we are entitled to increase our prices accordingly. The same applies to increases due to collective bargaining agreements and subcontractor's price increases which come into force after conclusion of the contract.

4. Delivery

Our delivery obligation is suspended if the purchaser is in arrears with a commitment. Agreed delivery dates refer to the date of dispatch of the goods.

Delivery times are specified in weeks; they are only binding if we expressly confirm this in the order confirmation. The given week indicates the time of completion at the factory. The delivery time is always subject to the accurate and timely receipt of materials from our suppliers.

Where binding delivery times are not met, the customer is entitled to withdraw from the contract; however, claims for damages are excluded. If design documents, models, samples or the like are necessary for the execution of the order, our delivery term shall not commence until they are received. In the event of force majeure (including strikes and lockouts), we are entitled to cancel the order excluding any liability for damages.

5. Transport and insurance

Goods are transported at the purchaser or customer's risk and expense, even if we arrange the transport.

6. Retention of title

The delivered goods remain our property pending full and complete payment of all present and future claims to which we are entitled regardless of their legal cause. The purchaser is entitled to resell, process and install the reserved goods in the normal course of business, as long as this does not revoke our right of disposal.

A retraction is deemed to have been declared in the event of a failure to pay or of any application to start proceedings for a settlement with creditors or for bankruptcy proceedings concerning the purchaser's assets. After the revocation of the right to dispose of the goods, the purchaser allows us to enter his business premises at any time for the purpose of separating out, marking or removing the reserved goods. As a precautionary measure, in the event of resale the purchaser in advance assigns all claims against his customers to the value of our invoice plus 10%. The purchaser is authorised to collect the assigned claim as long as his right of disposal is not revoked by us or is deemed revoked under paragraph 1. The purchaser undertakes to provide us with all relevant information regarding the assigned claims as well as the third-party debtors at any time, and to provide us with a sight of all business documents concerning the resale of the reserved goods or to surrender those documents upon request.

Any further processing by the purchaser of the goods subject to retention of title is deemed to be on our behalf, and we are entitled to ownership of the new product. If these reserved goods are processed together with other materials, we acquire co-ownership of the new product in proportion to the value of the reserved goods to the other materials. In the case of the resale of a newly created product, the provisions of paragraphs 1 and 2 shall apply mutatis mutandis.

The goods subject to retention of title or the claims assigned as collateral may not be pledged or assigned by the purchaser, nor assigned to third parties as security. The purchaser must notify us immediately of any third-party enforcement measures in respect of these reserved goods or the claims assigned as collateral by way of security. If so requested by the purchaser, we will, at our option, relinquish collateral rights provided that their value exceeds our claims by 20%.

7. Complaints and notification of defects

must be notified to us in writing immediately after receipt of the goods, that is to say: a) in the event of identifiable defects no later than eight days after receipt of the delivery item (the ordered goods), b) in the event of hidden defects no later than eight days after the defect becomes apparent, otherwise any warranty is excluded. The warranty ends no later than six months after delivery of the ordered goods. This warranty only covers defects which relate to the ordered goods and does not apply to incidental loss or damage. Technical details and data concerning the thermal, electrical, mechanical and performance characteristics of the products distributed by us are for information and advice, and are not guaranteed. Any processing and applications must be adapted to the particular circumstances. The warranty is excluded in the case of any inappropriate or improper use, faulty installation, improper commissioning of the delivered products by the customer or third parties, natural wear and tear, excessive use, unsuitable materials, replacement parts or other damage caused for which we are not directly responsible. Any repairs carried out by third parties without our express consent will invalidate this warranty.

In the case of contract processing orders, if the value of the material delivered by the customer exceeds our compensation claim, then in the event of a warranty claim we are liable only up to the agreed amount of compensation. The customer is only entitled to a repair or replacement product at our discretion. If several repair attempts and/or a replacement product fail, the customer's right to reduce the purchase price or cancel the contract shall be revived.

8. Payment terms

All quoted prices are strictly net cash. Our payment terms are a period of 30 days from the date of invoice (date of dispatch) stipulated. A discount of 2% may be deducted from the net value for payments made within 14 days of the invoice date (date of dispatch). However, a cash discount will not be granted if there is a balance due in our favour at the time of payment. Any payments made will be credited to the oldest debt first.

Bills of exchange will only be accepted by special agreement, and cheques will only be accepted on the strict understanding that they will be honoured.

In case of an agreement to deliver in instalments (part deliveries), we shall be entitled to demand contemporaneous performance in return for cash payment or the provision of suitable securities if, after conclusion of the contract, circumstances become known which lead us to fear that our payment claim is endangered – such as disputed cheques or bills of exchange, or payment defaults by the purchaser after two failed reminders. If the purchaser refuses to comply with contemporaneous performance in return for cash payment or the provision of suitable security, we are entitled, at our discretion, to withdraw from the contract or to claim damages for non-performance.

All claims that we have against the purchaser/customer can be offset. Our authorisation to offset claims is also valid in respect of claims which are not yet due against reimbursement of an interest differential of 5% p.a.; a different method of payment (a cash payment or a bill of acceptance) does not exclude the possibility of charges. The offsetting of contested counterclaims or the assertion of rights of retention against our payment claims is expressly excluded.

9. Place of implementation and jurisdiction

The place of implementation is Marsberg; the place of jurisdiction for all claims arising between the parties is Marsberg, insofar as the customer is a merchant and is not one of the categories named in § 4 of the German Commercial Code. Likewise, Marsberg is the court of jurisdiction for claims made in the course of a collection procedure. Only German law shall apply to legal relationships with the purchaser/customer, and all foreign law is excluded.