1. General - Scope

(1) Our conditions of sale are exclusive; we do not acknowledge terms of the customer that conflict with, or deviate from, our conditions of sale unless we have expressly agreed to their validity in writing. Our conditions of sale maintain their validity even when we unconditionally perform delivery to a customer, knowing that terms of the customer conflict with, or deviate from, our conditions of sale.

(2) All agreements made between us and the customer on the performance of this contract are stated in writing and are the subject of our confirmation of order.

(3) Our conditions of sale are only valid in connection with enterprises as defined by para. 310 sub-para. 1 BGB (German Civil Code).

2. Quotations - Quotation documents

(1) We are entitled within a period of 2 weeks to accept customer orders that qualify under para. 145 BGB as an offer.

(2) We reserve our ownership and copyright rights for all illustrations, drawings, calculations and other documents. This is also valid for written documents that we designate "confidential". The customer is not permitted to pass these to third parties without our express written consent.

(3) Quotations submitted by us are not binding, unless otherwise stated in the confirmation of order.

3. Prices - Terms of payment

(1) Unless otherwise stated in our confirmation of order, our prices are Ex Works, including any additional expenditure. Further claims remain reserved.

(2) We reserve the right to correspondingly change our prices should cost reductions or increases occur after the closing of the contract, particularly when these result from wage settlements or changes in the prices of materials. We will furnish proof of such changes on the demand of the customer. We reserve the right to charge any such case, liability for damages is limited to foreseeable, typically occurring damage. Further legal claims and rights of the customer remain unaffected.

4. Delivery time

(1) The start of the delivery time stated by us assumes that all technical matters have been clarified.

(2) Our keeping our delivery obligation further assumes that the customer fulfills his or her delivery obligations timely and properly. We reserve the right to plea non-fulfilment of contract.

(3) Value added tax is not included in our prices; it will be separately shown in the invoice at the currently valid rate on the day of invoicing.

(4) Delivery of a contract for our normal written consent.

(5) Unless otherwise stated in our confirmation of order, the net purchase price (without deduction) is due for payment within 30 days from the date of the invoice. The legal provisions regarding the right of retention apply.

(6) The customer is only entitled to set-off rights when his or her counterclaims are determined to be legally valid, are undisputed, or are acknowledged by us. In addition, the customer is only entitled to exercise a right of retention if his or her counterclaim is based on the same contractual relationship.

5. Passage of risk - Packaging costs

(1) The limitation under (1) above applies to cases in which the customer claims damages for breaches of contract. If the customer is not entitled to a set-off claim, we do not undertake to accommodate the effect the customer hoped to achieve. Our liability for damage to or destruction of the products provided to us is, for this reason, limited to gross negligence or deliberate intention. In the event of simple carelessness, our liability is limited to the typical kind of damage one can ordinarily foresee in this type of connection, and shall be limited to a maximum of the value of the contract for the service to be rendered.

6. External Processing Contracts

(1) In cases in which the customer requires processing of preliminary products that he has produced and supplied, the customer himself is responsible for fully specifying the materials supplied and for detailing his specific processing requirements. We for our part are obliged to render the service of ensuring professional expertise of the work commissioned; we do not undertake to accommodate the effect the customer hoped to achieve. Our liability for damage to or destruction of the products provided to us is, for this reason, limited to gross negligence or deliberate intention. In the event of simple carelessness, our liability is limited to the typical kind of damage one can ordinarily foresee in this type of connection, and shall be limited to a maximum of the value of the contract for the service to be rendered.

7. Responsibility for defects

(1) Customer claims on defects require that the obligations in relation to fact-finding and complaint submission as set out in para. 377 HGB have been properly fulfilled.

(2) To substantiate the claims of the customer, the customer has the right to choose between fulfillment through remediation of the defect and the delivery of a new, defect-free article for sale. For this purpose, we are obliged to carry out the same work incurred for such remediation, in particular costs for transport, work and material in so far as these are not increased by bringing the article for sale to a different location than the place of fulfillment. In the case of remediation, we only carry costs up to the purchasing price of the article for sale.

(3) Should the remediation be successful, then the customer has the right to demand withdrawal or reduction of price.

(4) In accordance with legal regulations, we are liable for damages based on intentional or gross negligence including intention or gross negligence on the part of our representatives or vicarious agents. If a claim made against us does not comprise, intentional breach of contract, our liability for damages is limited to foreseeable, typically occurring damages.

(5) We are liable in accordance with legal regulations for a breach of an important contractual obligation. In this case, our liability for damages is limited to foreseeable, typically occurring damages.

(6) Limited liability for culpable harm to life, body or health remains unaffected; this also valid for direct liability as set out in the product liability law.

(7) Further liability not included above is hereby expressly excluded.

(8) The period of limitation for damages is 12 months from the date of the transfer of risk.

(9) According to para. 478, 479 BGB, the period of limitation remains unaffected for claims relating to delivery; it is two years from the date of delivery of a faulty article.

8. Liability

(1) Further liability for damages over and above that set out in clause 7 above is – irrespective of the nature of the claim – hereby expressly excluded. This is particularly valid in the case of claims for damages relating to fault at closure of contract, claims based on other breaches of duty or claims in tort for damage to property as set out in para. 823 BGB.

(2) The limitation under (1) above applies to cases in which the customer claims damages as a result of breach of contract or breach of a contractual obligation. In this case, our liability for damages is limited to the typical kind of damage one can ordinarily foresee in this type of connection, and shall be limited to a maximum of the value of the contract for the service to be rendered.

9. Reservation of proprietary rights

(1) We retain ownership of the article for sale up to the receipt of all payments from the contractual partner. In such case, we agree with the customer on the payment of the purchase price debt by means of a cheque-draft procedure, the retention of ownership is performed until the draft accepted by us is redeemed by the customer and does not expire with the crediting of the cheque received to us.

(2) The customer is obliged to handle the article for sale carefully. He is in particular obliged to sufficiently insure its value as new against fire, water and theft at His own cost. In as much as maintenance and inspection work are necessary, these are to be timely carried out by the customer at his own cost.

(3) In the case of secure or other interventions of third parties, the customer must immediately inform us in writing, so that we can institute proceedings in accordance with § 771 ZPO (German Code of Civil Procedure). The customer is liable for the resulting loss to the extent that the third person cannot refund to us the judicial and extrajudicial costs of action set out under § 771 ZPO.

(4) The customer is the right to resell the article under customary business conditions. Customer, however, already transfers to us all claims to the invoice sum total (including VAT) that ensue to him from the resale against his buyer or third party. This is independent of whether the article for sale has been further processed or not. The customer is still authorized to collect these claims even after the transfer, whereby our authorization to collect the claims ourselves is not thereby precluded. We commit ourselves, however, not to collect the claims as long as the customer fulfills his or her payment obligation from the collected proceeds, is not in default of payment or is not the subject of a petition for the opening of composition or insolvency proceedings and no suspension of payment has been effected. Should these conditions not be met, however, then we can demand that the customer makes the transferred claims and their debtor known to us, provides all information for their withdrawal, hands over the corresponding documents and informs the debtor (third party) on the cessation.

(5) Processing or reconstruction of the article for sale by the customer is always done for his or her own account. Should the article for sale be processed together with other objects that do not belong to us, then we acquire the co-ownership of the new object according to the relationship of the value of the article for sale (invoice sum total including VAT) to that of the other objects processed and the time at which the new object resulting from processing is subject to the same conditions as the original article for sale delivered.

(6) Should the article for sale be inseparably mixed with objects not belonging to us, then we acquire the co-ownership of the new object according to the relationship of the value of the article for sale (invoice sum total including VAT) to that of the other objects mixed and the time at which the new object resulting from processing is subject to the same conditions as the original article for sale delivered.

(7) The customer also transfers to us the claims for the security of our claims against him that arise against third parties from the conclusion of the article for sale with a plot of land.

(8) At the request of the customer, we commit ourselves to release securities that we are entitled to in so far as the total realizable value of these is more than 10 % higher than the total value transferred. The reservation of proprietary right we are entitled to in so far as the total realizable value of these is more than 10 % higher than the total value transferred.

10. Place of jurisdiction - Place of performance

(1) Our place of business is the place of jurisdiction in all transactions between us and business people. You have the right, however, to sue the customer at the court of his or her own place of residence.

(2) The contract is subject to German Law under exclusion of UN Sales Rights (CISG) and German International Private Law.

(3) Our place of business is the place of performance unless otherwise stated in our confirmation of order.