

Standard terms and conditions

Valid as of November 2016

I. Offers

Our offers are subject to change.

II. Orders

1. Orders are accepted by us only after written confirmation.
2. We reserve the property rights and copyrights to all documents such as calculations, drawings, etc. that are transferred to customer in connection with the placement of the order. These documents may not be made accessible to third parties unless we grant the customer in writing our explicit approval to do so.

III. Supply

1. Events resulting from force majeure, strikes, lockouts, interruptions of operations, civil unrest, war and other circumstances which are not our responsibility, entitle us to completely or partially postpone execution of the orders or to completely or partially withdraw from the contract, without entitling the purchaser to any claim for damages.
2. Partial deliveries are permitted.
3. We do not accept any liability for loss arising from late or incomplete delivery. The provisions set out in Section VI remain unaffected.
4. Our supply obligations are met when our goods leave the works, the warehouse or are transferred to a haulage company. At this time, the risk transfers to the purchaser. The goods remain the property of the seller until full and final settlement. Until that time, the purchaser holds the goods as the borrower.

IV. Guarantee and liability

1. Supplies are made as type-conformant saleable goods. Information provided relates to average values for the types. We reserve the right of deviations within the normal tolerances.
2. Reports of deficiencies and defects must be submitted immediately in writing and must be received by us no later than 14 days after receipt of the goods. Reports of defects that were not immediately discernable despite careful inspection must be received by us no later than 8 days after discovery of the defect, quoting the order date and invoice date.
3. For a period of 6 months from despatch, goods supplied by us are guaranteed to be free from defects and to comply with the assured properties. In the event of any discernable and hidden defects or of the absence of assured properties, we guarantee, at our discretion, to deliver replacement, defect-free goods or to take the goods back and refund the purchase price. The products must be sent back to us free of charge.
4. We do not accept any liability for loss or damage resulting from incorrect or non-compliant use or storage of the products.
5. Advice on use of the supplied goods in words or in writing or by testing, is provided in accordance with the current state of our knowledge and the knowledge of our producers. This advice does not discharge the user from responsibility for carrying out his own tests of the products supplied by us for their suitability for the intended purposes and procedures. Application, use and processing of the products are carried out exclusively in your scope of responsibility. Our producers guarantee the perfect quality of their products in accordance with their own standard terms and conditions of sale and supply.

V. Complaints

1. The customer must inspect the delivered Goods for freedom from material defects, completeness, and identity with the ordered Goods immediately after arrival and must notify us in writing and in details of any obvious defects for which we assume warranty immediately, but not later than one week after receipt of the Goods. The customer must notify us of hidden defects in writing and in detail immediately after their discovery. Otherwise the Goods are considered to have been approved by the customer.
2. Furthermore, it is the responsibility of the customer to do an examination of the delivered goods in terms of proper functioning and to do an immediate complaint of identified deficiencies, prior to the delivery of the final product, in which the customer has incorporated the goods. If the customer fails the examination and / or the immediate complaint, the goods are considered to have been approved by the customer also in this respect.
3. The terms of this section apply analogously to all other customer complaints, e.g., incorrect or delayed delivery, to high quantity variances, and all other complaints about the conclusion and the execution of the delivery or service in question provided by us.

VI. Limitation of claims for damages

1. Claims on the basis of the product liability law by the party suffering the loss remain unaffected by these provisions (in particular Section IV subsection 3 of these standard terms and conditions).
2. Furthermore, the exclusion of supplementary claims for damages within these standard terms and conditions for contractual or non-contractual claims, particularly with regard to Section III subsection 3 and Section IV subsection 3 of these standard terms and conditions, and for claims of compensation for losses not incurred on the delivered item (consequential loss), does not apply in the case of malicious intent or gross negligence.
3. This restriction of liability also applies to advice and notes on use. To the extent that our liability is limited, the purchaser undertakes to exempt us from any claims by third parties.

VII. Invoicing and payment

1. The goods are invoiced on the delivery date at the prices valid on that date, plus value added tax. In the event of a price increase, the purchaser is entitled to withdraw from the contract. Any other claims are excluded. The purchaser is not entitled to offset any counterclaims or to validate any withholding rights against purchase price demands.
2. Discounting and bank charges are at the expense of the purchaser. Payment must be made into one of the accounts listed on the invoice, unless the purchaser pays cash or by credit card.
3. If payment is not made within the payment term, late payment interest of 1% per month or start of a month is charged.

VIII. Property reservation

1. The vendor retains ownership of the supplied goods as long as, and to the extent that, the vendor retains payment claims against the purchaser arising from the business arrangement with the purchaser.
2. If the goods subject to our property reservation are sold in normal business transactions of the purchaser without immediate payment, the claim for the counter consideration in the amount of the value of the property or the proportionately owned share in the property transfers to the vendor, irrespective of whether the goods subject to property reservation are sold with or without processing, combination or mixing. No specific act of transfer is required for the claim to take effect. The purchaser is entitled and obliged to collect the claim assigned to the vendor, to the extent that the vendor has not revoked this authorization. On request, the purchaser must immediately inform the vendor in writing of the identity of the party to whom he has sold the goods and what claims accrue to him from the sale.
3. The purchaser undertakes to immediately notify the vendor, if third parties claim or validate a right to the goods subject to this property reservation.

IX. Separate agreements

Purchase and payment terms of the company placing the order cannot be considered. Deviations from these terms and conditions and any other agreements are valid only after written confirmation by us. Verbal agreements, deviating from the above provisions are not legally binding.

X. Final provisions

If any provision of these terms and conditions of business and supply is or should become invalid, this does not affect the validity of the remaining provisions.

XI. Applicable law

The Law of the Federal Republic of Germany shall apply to the business relations hereinbefore and the entire legal relationship between us and the purchaser to the exclusion of the UN-Convention on Contracts for the International Sale of Goods.

XI. Place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction for the obligations of the purchaser arising from this contract and, if the purchaser is a registered trader, the place of jurisdiction for all legal disputes arising from this contract is Freiburg i. Br.