1. Scope of Application
If not expressly agreed to the contrary, the following terms and conditions shall be part of all our purchase orders and sales contracts. They replace all previous terms and conditions or of our business relationships with Client, taking the valid version at the time into account. Client’s deviating terms and conditions of business shall be contradicted to the extent that we do not expressly acknowledge them, and shall in no case become part of the contract. Client must agree to our business terms and conditions.

2. Conclusion of Business - Cancellation - Payments
a) Acceptance of orders and conclusion of agreements shall require written confirmation by us in order to become effective; this shall also apply for alterations and supplements to the individual contract as well as the present terms and conditions of business. The requirement of written confirmation shall be fulfilled by fax, electronic mail or other similar means of communication.
b) Orders confirmed by us can only be cancelled with our approval and payment of the following lump-sum cancellation fee in the case of commodities in stock 35% for specially produced commodities 85% of the value of the commodities.

3. Forwarding of order and client data
We reserve the right to forward order and client data to our suppliers if necessary and in connection with the fulfilment of the business relationship. These terms shall exclusively be aimed at corporations within the meaning of § 14 German Civil Code. Clients who are not companies within the aforementioned meaning shall expressly notify us thereof.

4. Pricing
a) All prices shall be understood as “ex delivery” warehouses of the commodities, excluding packaging, plus legally valid Value Added Tax. For invoice values of less than 200.00 EUR (net value of commodities without VAT), we reserve the right to charge a surcharge for small-volume orders.
b) We reserve the right to charge prices accordingly if reductions increase in costs, in particular on the basis of changes of wage or material prices, occur following conclusion of the contract.

c) In the event of dispatch of the commodities or upon dispatch of the notification of readiness for dispatch, the risk for the commodities shall pass to the recipient of the commodities.

5. Delivery period
a) Generally, delivery dates are not binding. Compliance with our obligation to deliver shall presuppose punctual receipt of all payments, including payment of all levies and taxes due, and receipt of all documents/approvals to be procured by or agreed upon deliveries.

b) The delivery period shall be deemed complied with if the object of delivery has left the factory or readiness for dispatch has been notified. The delivery period shall be extended if we are delayed in dispatch due to unforeseen circumstances, in particular strikes, lock-outs, participating in collective bargaining or other own or outside dispatch persons.

c) The risk shall pass to Client with the hand-over of the commodities to the haulage contractor, forwarder or other own or outside dispatch person, at the latest when they leave the factory or warehouse. In the event of sea or inland transport, the risk shall pass upon dispatch of the notification of readiness for dispatch.

d) The venue for all disputes directly or indirectly resulting from the contractual relationship shall be Gelnhausen.

6. Dispatch
a) The commodities shall be dispatched to the address stated on the invoice. For internationally transported commodities, Client shall pay the costs of the outward journey. If delivery or other obligations to the recipient of the commodities are not met, the recipient of the commodities shall be entitled to sell the commodities in the normal course of business as long as it is possible to sell the commodities in the ordinary course of business.

b) Client shall be entitled to sell part deliveries or part services at any time.

c) If the prevention lasts for longer than 3 months, Client shall be entitled to withdraw from the contract on giving written notice to us. If the contract is terminated, all obligations of Client and us shall remain unaffected. The client’s right to claim damages for the damage incurred, especially in cases of breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for the contract.

d) If alterations or repair work are done by Client or third parties on the commodities, we shall not be liable for the work done.

e) The risk for the commodities shall pass upon dispatch of the notification of readiness for dispatch. Assumption of assembly shall remain unaffected. Following fruitless setting of a suitable subsequent period. The right to further claims shall remain unaffected.

g) We shall be entitled to sell the commodities or other similar commodities to other recipients in accordance with Section 2b.

h) If Client falls into arrears in acceptance or breaches other obligations to us, we shall be entitled to demand reimbursement of damage incurred to this extent, including all and any additional expenditure.

i) For the avoidance of doubt, remedy of defects by Client or other undertakers is not possible. Failing a service considerably more difficult or impossible – this in particular including strike, lock-out, lack of raw materials or other own or outside dispatch persons, at the latest when they leave the factory or warehouse. In the event of sea or inland transport, the risk shall pass upon dispatch of the notification of readiness for dispatch.

j) If Client is not a company within the meaning of § 14 German Civil Code, Client shall be entitled to sell the commodities in the normal course of business as long as it is possible to sell the Commodities in the ordinary course of business. If not, a complaint in this regard shall be ruled out.

k) In the event of cheques, payment shall only be deemed made when the cheque has been honoured. In such a case, we shall additionally be entitled to demand advance payments or provision of securities.

l) In the event of attachments or other interventions by third parties, Client shall notify us in writing without delay.

m) All payments shall be made without regard for whether Client has examined the commodities or not. Client shall only be entitled to withdraw as of a court claimant is based on the same contractual relationship. Offsetting shall only be possible with undisputed, acknowledged or legally effective counterclaims. We shall be entitled to offset against Client’s claims as of the date the objections have been received.

n) All claims on our part against Client shall become due for payment immediately, even if cheques have been accepted, if Client stops its payments or falls into arrears in payment, if compulsory enforcement proceedings have been opened on our part, if Client is insolvent or has been declared bankrupt.

o) If all claims are the subject of a pending contract, we shall be entitled to demand payment prior to a pending contract.

p) Payment terms shall be determined in a binding manner by the German version, which shall take precedence hereafter shall be determined in a binding manner by the German version, which shall take precedence over the English translation in all cases of doubt and interpretation.

7. Delivery quantities and delivery dimensions
b) The risk shall pass to Client, following the sale of the commodities to the haulage contractor, forwarder or other own or outside dispatch person, at the latest when they leave the factory or warehouse. In the event of sea or inland transport, the risk shall pass upon dispatch of the notification of readiness for dispatch. Assumption of assembly shall remain unaffected. Following fruitless setting of a suitable subsequent period. The right to further claims shall remain unaffected.

c) No liability shall be assumed for defects occurring due to unsuitable or improper use, defective assembly or commissioning, defective or defective treatment, normal wear and tear or other detrimental influences for which we are not responsible, including those caused by industrial protection rights with regard to the commodities. Further liability for damages shall be ruled out in case of the following: a) The use of the commodities by Client; b) Reckless or major negligence on our part;

c) All savings shall be made without regard for whether Client has examined the commodities or not. Client shall only be entitled to withdraw as of a court claimant is based on the same contractual relationship. Offsetting shall only be possible with undisputed, acknowledged or legally effective counterclaims. We shall be entitled to offset against Client’s claims as of the date the objections have been received.

8. Warranty
a) In case of defects occurring within the warranty period, Client shall notify us in writing without delay. For a complaint to be effective, it must be stated in writing and delivered to us within a suitable period following receipt of a written reminder from Client.

b) We shall be entitled to sell the commodities or other similar commodities to other recipients in accordance with Section 2b.

c) Client shall be obliged to surrender the commodities at our request at the expense of Client and at Client’s own risk. Client shall be entitled to sell the commodities in the normal course of business as long as it is possible to sell the Commodities in the ordinary course of business. If not, a complaint in this regard shall be ruled out.

9. Limitation of liability
a) Except for injuries to life, limb and health, we shall only be liable to Client for damage occurring to the commodities caused by our fault or that of our representatives or service personnel. Excluded from this are contractual and tortious obligations. Maladjustment shall not be postulated by the fact that commodities reported as ready for dispatch are not dispatched through no fault of ours.

b) Cheques and bills of exchange, subject to discountability, shall only be accepted on the basis of specific agreements and in account of performance, all costs and fees being charged. Credit shall be on the day on which we can freely dispose of the equivalent value; earlier maturity in arrears by Client shall be at Client’s own risk. No liability shall be assumed for punctual presentation, protesting, notification and delivery.

c) These general terms and conditions are a translation of our German conditions. All rights and duties hereafter shall be determined in a binding manner by the German version, which shall take precedence over the English translation in all cases of doubt and interpretation.