Terms and Conditions of Sale and Delivery

I. Exclusivity of our Terms and Conditions of Sale and Delivery
The present Terms and Conditions of Sale and Delivery (hereinafter referred to as “T&Cs”) apply exclusively. The General Terms and Conditions of Business of the orderer constitute no obligation to us, even if we have not expressly objected thereto again in writing. Therefore, all our T&Cs coincide with the General Terms and Conditions of the Orderer our T&Cs shall apply exclusively. For this reason, any additional or mandatory regulations contained in the General terms and Conditions of Business of the Orderer, which are not incorporated into the contract, are part of the contract.

II. Conclusion of contract and price
1. Our offers are always subject to change, whilst our rights of sale and copyright and the rights of our suppliers to offers, drawings, and other documents related thereto are not. These may not be accessible to third parties. Any modifications or amendments that may have been made to our offers shall not be binding unless agreed upon in writing by us.
2. When a customer places an order, the order is binding for 3 weeks. This period begins when the order reaches us. The contract is not finalised until we confirm in writing that the order is accepted within this period. If we do not receive a confirmation within the period, the order is cancelled. If the order is accepted within the period, the T&Cs apply:
3. Allegations, etc. hereunder are written in this form. This also applies to any agreements and assurances as well as factual and written statements.
4. Our offers are only subject to the production of the manufacturing plant. The statutory VAT, packaging, loading and freight costs as well as the costs of setting up and commissioning the object of delivery will therefore be charged additionally.
5. Our delivery and performance times are from dimensional, weight, and performance data that are normal for the trade or caused by technical improvements are permitted.
6. We shall assume no warranty or extended warranty under any special agreements. Agreements of this nature require the written form. Reference to BGB Section 316 and 323 only serve to describe the object of performance and do not therefore constitute a guarantee.

III. Payment, delays in payment and credit report
1. Payments must be made immediately without any deduction. Discounts are only granted if they have been explicitly agreed in writing.
2. If we have received payment in instalments with the order, the remittance in respect of each instalment, including interests agreed in advance, is due within the agreed period for the instalment due.
3. In the case of a period for the payment of the instalments, the period begins when the last instalment is due.
4. If, having given a 2-week period for payment of the amount in arrears in vain, in conjunction with a statement that payment is not forthcoming within this period, we shall demand the instalment due immediately.

The arrears are the claim of the orderer for interest on the delay.

Furthermore, the entire arrears due date falls due if the orderer generally ceases to perform its obligations (insolvency proceedings anticipate the bankruptcy). It is hereby stipulated:

5. Payment transfers, changes and bilateral exchanges as well as all accepted by special arrangement - taking into account滨realistische　and 4-condition arrangement.

6. Interest on arrears is calculated at 8 percent above the basic interest rate in compliance with 285 Section 2. German Civil Code.

The orderer shall authorize us to obtain information on his credit-worthiness and solvency from banks for all transactions in which the purchaser is involved in cashless and interest-free on the future.

IV. Use and withdrawal of title
1. The orderer may only set-off counter-demands against our claim if the former are undisputed or have been legally finalized.
2. The orderer may not assert a right of retention.

V. Delivery and delivery delays
1. Delivery times and delivery periods, which may be agreed to be binding or non-binding, must be confirmed in writing.
2. Delivery periods shall begin when the contract is concluded, but not before technical and commercial arrangements have been completed by the orderer.
3. If the delivery date or delivery periods have been agreed, we may, in principle, deviate by means of a reasonable grace period. If delivery is not possible within the delivery date or delivery period expired, we may also terminate the contract in case of late delivery caused by the circumstances. This applies analogously in all cases during which a delivery date has been extended.
All further claims for compensation for loss due to the default in delivery (§ 282, Section 1, Section 2. German Civil Code in conjunction with § 286 German Civil Code) are limited to a maximum of 0.5% of the net value of the delivery contracted, in no case more than 5% of the net value of the order.

VI. Transfer of risk, dispatch and receipt of the object of delivery as well as insurance of the goods
1. The risk transfers to the orderer when the object of delivery has been handed over to the forwarder, carrier or collector at the latest when it leaves our business premises or the manufacturing plant. This also applies if we carry out the transport of the object of delivery. The object of delivery will be insured by us at the expense of the orderer against all risks during the transport and with delivery per road transportation. The risk is transferred at the time of handing over the object of delivery to the orderer. The object of delivery is insured against damage during transit. The contract for insurance is not subject to the orderer.
2. We reserve the right to deliver by instalments to the extent that we can reasonably assume, and to orderer transfers to the orderer the delivery within a reasonable time. The orderer shall immediately, if delivered, inspect the object of delivery and promptly notify us of any defects.
3. All claims for compensation for loss due to the orderer’s non-compliance with the packaging regulations in case of defects or negligence.

VII. Acceptance
1. The orderer must accept the delivery within the delivery period. If the orderer does not accept the delivery, the risks of ownership and proper servicing on our business premises or the manufacturing plant. If we are not at fault, the orderer has to pay both the storage charge and the damage caused by water or fire at the expense, provided that we are entitled to the rights ensuing from the insurance.

If the orderer refuses to accept the delivery, we may charge interest on the amount of the sales price from the due date of delivery. Interest is charged at 8% above the basic interest rate in case of corporate customers and 5% above the basic interest rate in case of small-and medium-sized enterprises. The orderer is not entitled to assert a right of retention according to §§ 378, 379 of the German Civil Code. The orderer is required to pay all costs of storage, damage and costs caused by water or fire at the expense, provided that we are entitled to the rights ensuing from the insurance.

VIII. Retention of title, realization and release of security
1. The object of delivery remains our property until full payment has been received in last instance. If the orderer does not accept the delivery, we shall be entitled to demand payment or to turn it to our advantage immediately by way of conditional sale. If the claim for retention of title is exercised and the orderer has default in payment or if we are justified in exercising the retention of title, the orderer has to pay the difference in value of the object of delivery if the orderer has guaranteed the delivery of the object of delivery to the orderer in accordance with the terms of the contract. In case of defects or negligence, and damage caused by water or fire, we have agreed to the rights ensuing from the insurance.

By exercising the retention of title against the orderer, we are entitled to act in the measure of securing the debt on the claims we have or may have against the orderer. We reserve the right to exercise the retention of title for all our obligations towards the orderer. The orderer is not entitled to offset any counter-demands against us. The law of evidence concerning the retention of title is applicable if the orderer does not own the goods subject to retention of title (§ 395, 396 of the German Civil Code). If the orderer has offset any counter-demands against us, this alone does not prevent the legal effects of remuneration proceeding. An effective provision to release the ineffective one that comes closest to the economic purpose of the effective provision is considered.

X. Liability
1. We are liable for damage caused by material defects of the object of delivery, but only insofar as it is the object of our own fault, which we are aware of or should have been aware of when the contract was entered into. If we or our suppliers are responsible for the defect, we are liable for the defect. This does not affect the rights of the orderer under the German Product Liability Act and the right to withdraw from the contract.

II. Limitation of liability
1. Liability is limited to the value of the object of delivery in the case of material damage if the orderer has not declared any special purpose. The limitation of liability also applies in case of death, personal injury or damage to health (§ 823 (1) German Civil Code).

III. Place of performance, legal venue, applicable law and saving clause
1. The place of performance for all deliveries of the object of delivery is the delivery location. The German law is applicable. If the orderer is a merchant or an engineer, the law of the country in which the delivery takes place is applicable.

2. If the provision of the present T&Cs is incomplete, ineffective, or invalid, the effectiveness of the remaining provisions is not affected. An effective provision to release the ineffective one that comes closest to the economic purpose of the effective provision is considered.