



Terms and Conditions of Sale, Delivery and Payment

Prices

All prices quotes contained in catalogues, offers and notifications shall be subject to change. Offer submitted shall not oblige to accept orders. For an order value of \leq € 50.00, a separate processing charge of € 15.00 shall be invoiced.

Delivery

1. Germany: shipping shall take place at the risk of the recipient even if other freight arrangements are made. No warranty shall be assumed for the cheapest freight.
2. Abroad: export despatches shall take place exclusively at the conditions of "Incoterms 1953". On placing the order, the Purchaser shall accept our Sales, Delivery and Payment Conditions.
3. Transport insurance: at the expressed wish of the Purchaser, transport insurance can be concluded. It shall be invoiced at cost-price.

Packaging

Unless agreed otherwise, packaging shall be charged at cost and not be taken back.

Dimensions, Weights, Illustrations

The dimensions and weights specified and illustrations shown in our documents shall be subject to change. The documents may be reproduced (also in extract), used commercially or communicated or made accessible to third parties only with our explicit approval.

Delivery Times

The delivery time shall commence once the order has been clarified in full. It shall be specified at best discretion. Unforeseeable impediments, whether occurring at our's or at our supplier's and requiring any extension of the delivery time, shall not entitle the purchaser to either rescind or claim damages. If such impediments arise, we may rescind our delivery obligations in whole or in part. Our invoice shall be regarded as written notification of the dispatch of the goods.

Guarantee

We shall be liable for defects in the delivery, including lacking warranted characteristics, unless the purchaser has arbitrarily arranged for modification and corrective maintenance work, excluding further claims, as follows:

Any parts that become demonstrably unusable or whose usability has been significantly affected as a result of any circumstance prior to the passing of risk within six months from the invoice date, especially due to faulty construction, poor building materials or unsatisfactory execution, must, at our option, be rectified or resupplied free of charge. Damage caused by neglect or inexpert handling by the purchaser, improper use or natural wear shall be excluded from the guarantee. Our warranty in this context shall not exceed the one of our suppliers.

Warranty

1. The recipient must immediately inspect the delivered goods for defects and lacking warranted characteristics and notify us of any complaints within eight days at the latest, attaching corresponding substantiating documents. Hidden defects must be notified to us immediately after detection.
2. Warranty claims of any kind shall be excluded if the recipient re-alienates, assembles or processes or uses the goods in whole or in part despite being aware of the defect. The same shall apply if the recipient would have been able to detect the defect upon careful inspection.
3. Our warranty claims shall be limited to subsequent improvement or replacement delivery. If we do not meet this obligation within a reasonable minimum period of six weeks, the purchaser may assert further statutory warranty rights (reduction or redhibition). The purchaser shall not have any further rights. In particular, the purchaser may not assert damages for non-performance, poor performance or defective or omitted subsequent improvement, including to the extent that the purchaser or a third party has suffered indirect damage or consequential damage.



4. The purchaser's warranty rights shall lapse for repairs or attempted repairs to the goods delivered by us. Notice of defects shall not entitle to retain invoice amounts.
5. Parts for which a replacement has been delivered free of charge shall become our ownership. They must be returned unchanged for inspection upon request.

Re-acceptance

1. Properly delivered goods may be taken back only
 - with our explicit consent and delivery free domicile;
 - if the value of the goods is > EUR 200;
 - within a max. of 1/2 year after the delivery date.Custom-made products acc. to the purchaser's specifications may basically not be taken back.
2. A credit note of 60% of the purchase price, minus freight and packaging costs, may be issued only for faultless goods as new.
3. If reconditioning costs arise, they shall be deducted from the credit note amount at time and cost.
4. Any returns not coordinated with us may not be processed and must thus be sent back to the sender freight forward.

Retention of Title

1. The goods shall remain our ownership until our accounts receivable vis-à-vis the purchaser have been settled in full, even if they are handled, processed or mounted.
2. The purchaser's accounts receivable from any re-alienation shall already now be assigned to us, irrespective of whether the goods subject to retention of title is re-alienated without or after processing or to one or several buyer(s).
3. The proceeds shall replace the goods if the goods are re-alienated in the regular course of business of the commercial or industrial undertaking.
4. The purchaser shall be entitled to collect accounts receivable from the re-alienation up to our revocation. However, the purchaser may not assign such accounts receivable to third parties. At our request, the purchaser shall be obliged to notify its buyer of the assignment to us. However, our collection authority shall remain unaffected.
5. The purchaser must immediately notify us of any seizure or other impairments.
6. When placing an order, all foreign purchasers shall explicitly subject themselves to the German ownership legislation and to the restrictions defined in our Terms and Conditions of Delivery and Payment.

Payment

1. Unless agreed otherwise, our payment terms shall be as follows: Payment within 30 days net or within eight days with 2% cash discount.
2. When using bills of exchange, discount expenses, stamp tax, collection and incidental expenses shall become immediately due in cash.
3. Bank transfers, cheques and discountable bills shall apply only after they have been redeemed as payment.
4. In case of default in payment, minimum interest of 5% above the respective federal state central bank discount shall be charged.
5. The exchange rate as well as all arising bankfees shall be borne by the purchaser, who undertakes to transfer differences to our disadvantage without deduction within eight days following calculation.
6. In case of payment by documentary L/C, they shall be opened acc. to the uniform guidelines of the International Chamber of Commerce, Paris, and our special instructions.



Place of Performance for all contractual obligations shall be Bergisch-Gladbach.

Place of Jurisdiction for all actions on bills of exchange and cheques shall likewise be Bergisch-Gladbach.

Our agreements shall be exclusively subject to German law. We reserve the right to also invoke foreign courts or the arbitration court of the International Chamber of Commerce, Paris.

If the terms and conditions of purchase and delivery of our customers are intended to apply as a contractual basis, this must be explicitly acknowledged by us in writing.

Stand 07/2019