

General Terms of Supply and Payment

I. Area of Application

These Terms of Supply and Payment constitute part of all our tenders and contracts for supplies and services. In ongoing business relationships, these Terms are also deemed agreed for all future contracts. Individual agreements take precedence over these Terms but are subject to our written confirmation in order to be effective. The customer's terms of purchase are not binding on us if provisions in the same do not correspond with our Terms. This shall apply even if we have not expressly rejected such terms of purchase.

II. Conclusion and Content of Contract

1. Our tenders are without commitment in terms of price, quantity, period of delivery and delivery capacity, so they only represent intents to bid. Orders placed with us are not deemed accepted until we have confirmed them in writing. If a non-standard product is ordered, we reserve the right to provide a different order quantity of more or less than 10%.
2. Contracts are made subject to the proviso of correct and on-time delivery to us by our suppliers. If we do not receive correct or on-time supplies or fail to receive any supplies at all on the basis of an appropriate prior purchase contract, we will be released from our delivery obligation. This will only apply in the event that we are not responsible for such failure to supply. If goods are not available, we will notify the customer without delay and immediately return any counter-performance already rendered.

III. Prices

1. All prices quoted are net and do not include freight, packaging, other incidental costs or statutory value-added tax. In the event of a substantial change in the factors determining the price, we reserve the right to adjust the price accordingly. Customs rates may possibly be changed by the customs authorities without prior notice. In such a case, we are entitled to adjust the price of directly imported goods immediately.
2. The minimum order value (MOV) is 300 Euro value of goods. The minimum single order position is 100 Euro.

IV. Delivery Periods

1. We will make every effort to comply with the anticipated delivery dates we have quoted. However, since we are dependent on on-time supply from third parties, we cannot assume any liability for compliance with such dates. In the event of any delays in delivery, we must be allowed a reasonable period of grace of at least three weeks. If such a period of grace elapses without result, the customer holds the rights as defined in Sections VIII and IX.
2. Partial deliveries are permitted if they do not represent an unreasonable inconvenience for the customer contrary to the purpose of the contract.

V. Passage of Risk

The risk of accidental loss and accidental damaging of the supplied item passes to the customer upon delivery to the carrier, forwarding agent or any other person or agency scheduled to handle shipment. This also applies if we pay the costs of shipment.

VI. Payment

1. Insofar as nothing is agreed to the contrary, our invoices are payable net cash without deductions within 30 days. Cheques and bills of exchange will only be accepted on account of performance and subject to their being honoured. Reservations of title and extended reservations of title pursuant to Section VII of these Terms continue to apply until the amount of the cheque or bill of exchange is finally credited to us. If we issue bills which are accepted by the buyer in order to enable the latter to pay our invoice in cash or by cheque, the rights set forth in Section VII will remain effective until we have finally been released from liability for the bill.
2. If payment deadlines are exceeded, we have the right to charge default interest at a rate of 8 percentage points per annum above the basic interest rate of the European Central Bank.
3. Counter-claims can only be offset against our claims if they are undisputed or have been finally confirmed by a court of law. The customer is only entitled to exercise a right of retention if its counter-claim relates to the same contractual relationship.
4. We reserve the right to require advance payment or other payment security before delivery of goods or to send goods subject to cash on delivery if the customer is ordering from us for the first time and/or a credit review has not yet been completed. We also reserve these rights if the customer has already defaulted with payments owed under a previous contractual relationship.

VII. Reservation of Title

1. We reserve the title to the goods we have supplied until the customer has settled all the claims resulting from the business relationship. The customer has the right to resell the supplied item in the ordinary course of business, unless it is in default with payment. By way of security, it hereby assigns to us today all the rights it holds against its customers or third parties as a result of resale of the supplied items.
2. The customer's right to resell the goods subject to reservation of title will expire upon discontinuation of payment, upon application for the opening of insolvency proceedings, upon instigation of out-of-court settlement proceedings, upon protesting of a cheque or bill of exchange or upon attachment of the goods subject to reservation of title or, respectively, attachment of the claims assigned to us.
3. The customer must notify us immediately in writing of any attachments or other compulsory enforcement measures relating to the goods subject to reservation of title or, respectively, the claims assigned to us and must simultaneously send us a copy of the attachment record or attachment order.

VIII. Warranty

1. The products we supply may be manufactured by third parties. We receive the data on product performance from manufacturers. Within the limits customary in business, this technical data is to be regarded as approximate and does not represent a warranty of features.
2. If the customer is a trader, it must examine the supplied item immediately after delivery in the course of due business and must notify us immediately in writing if a defect is found. If the customer fails to fulfil this obligation, the item supplied will be considered to be approved. If a defect is found at a later date, we must be notified of the same in writing immediately after it is discovered; if this requirement is not met, the item supplied will also be considered to be approved to this extent.
3. If the customer is an entrepreneur, it must notify us of obvious defects in writing within two weeks of receipt of the goods. If the customer fails to fulfil this obligation, the item supplied will be considered to be approved.
4. If complaints are justified, we can rectify the defect or supply a substitute item at our discretion. If a reasonable number of attempts at rectifying the defect or supplying a substitute item are not successful, the customer can – without prejudice to any damages claims under Section IX. – rescind the contract pursuant to legal rulings or reduce remuneration.
5. Claims by the customer relating to defects are subject to a time limitation of twelve months after delivery of the supplied item. If acceptance of the item is required, the date of such acceptance will be decisive for the beginning of the time limitation period.

IX. Liability

1. We shall have no liability for damages resulting from impossibility of performance, from default, from a positive breach of contract, from culpa in contrahendo, from a breach of obligations to rectify defects or from an unlawful act, unless we, our legal representatives or vicarious agents have acted with intent or gross negligence. This limitation of liability does not apply to a breach of a principal contractual obligation as defined in Section 307 para. 2 no. 2 of the German Civil Code (BGB). In this case, we are also liable in the event of ordinary negligence.
2. The above limitation of liability does not apply in the event of injury to life, body or health or to claims under the Product Liability Act. Neither does it apply to liability for fraudulent concealment of defects or for the assumption of a warranty.
3. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, legal representatives and vicarious agents.

X. Governing Law

Solely the law of the Federal Republic of Germany shall govern the contractual relationship, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XI. Place of Fulfilment and Legal Venue

1. The place of fulfilment for all deliveries by us is our seat of business in Dillingen.
2. The sole legal venue for all disputes in connection with the contractual relationship is Dillingen.

XII. Other Provisions

1. If any contractual terms are ineffective, either in whole or in part, the effectiveness of the other terms will not be prejudiced thereby. Ineffective provisions are to be replaced by effective provisions that implement the original economic purpose as exactly as possible.
2. The buyer may only assign rights it holds against us to third parties subject to our prior written consent, with the exception of assignment of a monetary claim which we have recognised in writing or which has been finally confirmed by a court of law.
3. In accordance with the regulations in the German Federal Data Protection Act, we must point out that we store data connected with our business relationships and process it electronically.