

General terms of sale

§ 1 scope

(1) These sales conditions apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 (1) BGB (German Civil Code). We only recognize conditions of the customer that conflict with or deviate from our terms of sale if we expressly agree to their validity in writing.

(2) These conditions of sale also apply to all future transactions with the customer, insofar as they are legal transactions of a related nature (as a precaution, the conditions of sale should always be attached to the order confirmation)

(3) In individual cases, individual agreements with the buyer (including side agreements, additions and changes) have priority over these sales conditions. Subject to evidence to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.

§ 2 offer and conclusion of contract

If an order is to be regarded as an offer according to § 145 BGB, we can accept it within two weeks.

§ 3 documents provided

On all documents provided to the customer in connection with the placing of the order - also in electronic form - such as calculations, drawings etc., we reserve ownership and copyrights. These documents may not be made accessible to third parties, unless we give the customer our express written consent. If we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

§ 4 prices and payment

(1) Unless otherwise agreed in writing, our prices apply ex works (FCA - Free Carrier, Incoterms® 2020) excluding packaging and plus VAT at the applicable rate. Packaging costs will be charged separately.

(2) Payment of the purchase price must only be made to the account specified on our invoice. Deduction of cash discounts is only permitted with a special written agreement.

(3) Unless otherwise agreed, the purchase price must be paid without deductions within 30 days of delivery. The decisive factor for the time of payment is the receipt of the credit on the specified bank account. Default interest is charged at 9% above the respective base rate p.a. calculated. The assertion of a higher damage caused by default remains reserved.

(4) If the customer defaults in full or in part in a reasonable manner (§ 286 (4) BGB) with payment of a claim, all existing claims become due for payment immediately.

(5) Unless a fixed price agreement has been made, reasonable price changes due to changed wage, material and distribution costs for deliveries that are made 3 months or later after the contract is reserved.

§ 5 set-off and retention rights

The purchaser is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized; moreover, he is only authorized to exercise a right of retention if his counterclaim is based on the same legal relationship. This also applies to a loss of assets on our part.

§ 6 delivery time

(1) The beginning of the delivery time specified by us presupposes the timely and proper fulfillment of the obligations of the customer. The exception of the unfulfilled contract remains reserved.

If the customer defaults on acceptance or culpably violates other duties to cooperate, we are entitled to demand compensation for the damage we incur, including any additional expenses. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchase item passes to the customer at the time that the customer is in default of acceptance or debtor.

(2) Legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 terms of delivery / transfer of risk on dispatch

The goods are delivered FCA - Free Carrier (Incoterms® 2020). If the goods are sent to the customer at the request of the customer, the risk of accidental loss or accidental deterioration of the goods passes to the customer when the goods are dispatched to the customer, at the latest when they leave the factory / warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

§ 8 retention of title

(1) The delivery of the goods is subject to retention of title. Until all claims from the business relationship, including any refinancing or reverse bills, have been paid, we retain ownership of the goods supplied by us, which may only be sold in the ordinary course of business. This also applies to all, including future deliveries, even if we do not always refer to them expressly. We are entitled to take back the purchased item if the customer behaves contrary to the contract.

(2) The buyer is obliged to treat the goods with care as long as the ownership has not yet passed to him. In particular, he is obliged to adequately insure them against theft, fire and water damage at their replacement value at his own expense. If maintenance and inspection work must be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet passed, the customer must notify us immediately in writing if the delivered item is seized or is subject to other third party interventions. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO (German Code of Civil Procedure), the customer is liable for the loss we incurred.

(3) By processing ours, the customer does not acquire ownership of the wholly or partly manufactured items; The processing is carried out free of charge exclusively for us. Should the retention of title nevertheless expire due to any circumstances, the seller and the purchaser are already in agreement that the ownership of the items is transferred to us, the seller, with the processing, and we accept the transfer. The customer remains their free custodian. When processing goods that are still owned by third parties, we acquire joint ownership of the new items. The extent of this co-ownership results from the ratio of the invoice value of the goods delivered by us to the invoice value of the other goods. The customer hereby assigns the claim from a resale of the reserved goods to us, also to the extent that the goods have been processed. If, in addition to the goods subject to retention of title, the processing product contains only those items that either belonged to the customer or were only delivered under the so-called simple retention of title, the customer assigns the entire purchase price claim to us. In the other case, i.e. when the advance assignments to several suppliers meet, we are entitled to a fraction of the claim, according to the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other processed objects. As long as he fulfills his payment obligations towards us, the customer can collect his outstanding debts until revoked. With a suspension of payment, application for bankruptcy, a check or bill protest or a seizure, the right to resell or process the goods and to collect the outstanding debts expires. Any outstanding accounts receivable after that are to be immediately accumulated in a special account.

(4) We undertake to release the securities to which we are entitled at the request of the purchaser insofar as their value exceeds the claims to be secured by more than 20%.

§ 9 warranty and notice of defects as well as recourse / manufacturer recourse

(1) Warranty rights of the purchaser require that the purchaser has properly complied with his obligations to inspect and give notice of defects pursuant to § 377 HGB (German Commercial Code).

(2) Claims for defects become statute-barred 12 months after delivery of the goods we have delivered to our customer. The statutory limitation period applies to claims for damages in the event of intent and gross negligence, as well as in the case of injury to life, limb and health, which are based on an intentional or negligent breach of duty by the user.

(3) If, despite all due care, the delivered goods have a defect that already existed at the time of transfer of risk, we will, subject to timely notification of the defect, either repair the goods or deliver replacement goods. We are always given the opportunity to remedy the defect within a reasonable period. Recourse claims remain unaffected by the above regulation.

(4) If the subsequent performance fails, the customer can - regardless of any claims for damages - withdraw from the contract or reduce the remuneration.

(5) Claims for defects do not exist if there is only an insignificant deviation from the agreed quality, if there is only an insignificant impairment of usability, natural wear and tear or damage such as damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable equipment, defective construction work, unsuitable building ground or due to special external influences that are not required by the contract. If the customer or third parties carry out improper repair work or changes, there are no claims for defects for these and the resulting consequences.

(6) Claims by the purchaser due to the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the goods delivered by us subsequently go to a different location than the branch of the customer has been brought, unless the transfer corresponds to its intended use.

(7) The purchaser's right of recourse against us only exists insofar as the purchaser has not made any agreements with his customer that go beyond the statutory warranty claims. Paragraph 6 also applies accordingly to the extent of the customer's right of recourse against the supplier.

§ 10 other

(1) We are entitled to assign any claims or other rights from the business relationship.

(2) We are also entitled to collect, store, process and use information and data about the customer and to pass them on to third parties, in particular for the purpose of collecting receivables or outsourced debtor management for storage, processing and use.

(3) This contract and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(4) Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business. However, we are free to file suit at the customer's registered office.

(5) All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.