§ 1 General – Scope of validity

(1) These Terms and Conditions of Business are deemed to apply to all present and future business relationships with enterprises, regardless of whether they are or are not limited liability companies, their branches, or of legal persons or partnerships having legal capacity with whom or whose business relationships are entered into, with whom or with whom we have long-term business relationships, and with whom or with whom we have concluded side agreements.

(2) General trading terms or conditions deviating from, or opposing or supplementing these Terms and Conditions of Business, if they are to be accounted for in individual cases, shall be a part of the contract only if we have expressly accepted them in writing.

§ 2 Conclusion of contract

(1) Our quotations are non-binding. We reserve the right to make technical changes or modifications to shape, colour and/or weight as long as these remain within the scope of what is reasonable. We are entitled to conclude contracts with customers pursuant to their orders.

(2) Customers’ purchase orders are binding. We are entitled to accept offers of contract incorporated in purchase orders unless we have already sent a rejection notice to the customer. Such rejection notice must be in writing and may be sent within a reasonable time-limit.

(3) The customer is under obligation to notify us without delay of any seizure affecting the subject of the contract, e.g. through seizure of the property or such like. The customer is also under obligation to notify the supplier in the event of such a seizure.

(4) We reserve the right to charge the customer for damage due to incorrect and/or incomplete information provided by the customer.

(5) Where the customer acts in breach of contract, in particular by defaulting in payment or by violating any obligation in this respect, we shall be entitled to withdraw from the contract without prior notice. The supplier shall not be liable to the customer if the said breach of contract is attributable to himself.

(6) Any processing of the subject of the contract by the customer is always deemed to be in our name and on our account.

(7) If so demanded by the customer, we undertake to release security we are entitled to, as far as the value thereof exceeds 10% of the claims due to be secured, in the event of these not yet having been settled.

§ 7 Warranty, warranty claims

I. Defects of quality

(1) We assume warranty in respect of defects resulting from the subject of the contract in accordance with our own inspections and the customer’s complaints. We shall only be liable for those defects which are not imputable to ourselves.

(2) In the event of subsequent performance failing, or if we have been granted a reasonable period of time to effect such subsequent performance and this has elapsed to no avail or if this cannot reasonably be expected of the customer, the customer, acting on principle according to his option, may demand reduction of the purchase price (reduction of value) or rescission of the contract (restitutio in integrum).

(3) If no choice is made, the customer is entitled to order the performance of the contract and to demand reimbursement of the expenses incurred in connection with the execution of this order.

(4) Any processing of the subject of the contract by the customer is always deemed to be in our name and on our account.

§ 8 Liability, liability claims

(1) The customer shall be entitled to resell the subject of the contract in the ordinary course of business. He undertakes to inform us of any damage to the subject of the contract occurring during the contract term.

(2) In the event of the supplier being responsible for any product damage, he undertakes, on initial demand, to implement the modifications in accordance with Paragraph 7;

(3) We will – as far as this is possible and can be reasonably expected – notify the supplier of such damage.

(4) Any processing of the subject of the contract by the customer is always deemed to be in our name and on our account.

(5) The customer shall be entitled to rescind the subject of the contract in the ordinary course of business. He undertakes to inform us of any damage to the subject of the contract occurring during the contract term.

(6) The customer is under obligation to notify us without any delay of any seizure affecting the subject of the contract, e.g. through seizure of the property or such like. The customer is also under obligation to notify the supplier in the event of such a seizure.

(7) If so demanded by the customer, we undertake to release security we are entitled to, as far as the value thereof exceeds 10% of the claims due to be secured, in the event of these not yet having been settled.

§ 12 Concluding provisions

(1) The law of the Federal Republic of Germany applies. The provisions of the UN Sales Convention are not applicable.

(2) If the subject of the contract is a merchant, the supplier is entitled to adjust the price by law if the prices fixed at the date of the order are subject to change through the supplier’s obligations or through changes in the costs of the supplier or if conditions that are primarily or exclusively in the supplier’s interests have changed.

(3) In the event of any delay occurring on our part and the customer incurring any damage as a consequence thereof, he shall be entitled to claim lump-sum compensation for such delay. This amounts to 0.5% in respect of each full month of delay and 5% in respect of each quarter of delay. The amount of damage is to be paid by the supplier on demand made by the customer. If and where this is not the case, the customer is entitled to claim lump-sum compensation for such delay. This amounts to 1% in respect of each full month of delay and 3% in respect of each quarter of delay. The amount of damage is to be paid by the supplier on demand made by the customer.

(4) Where the customer acts in breach of contract, in particular by defaulting in payment, or by violating any obligation in this respect, we shall be entitled to withdraw from the contract without prior notice. The supplier shall not be liable to the customer if the said breach of contract is attributable to himself.

(5) Any processing of the subject of the contract by the customer is always deemed to be in our name and on our account.

(6) The customer is entitled to claim lump-sum compensation for such delay. This amounts to 0.5% in respect of each full month of delay and 5% in respect of each quarter of delay. The amount of damage is to be paid by the supplier on demand made by the customer.