

Terms and Conditions

Purchase contracts which are legally entered into by both parties by virtue of our order confirmation are subject to our "General Terms and Conditions" printed below, to which we hereby expressly refer. By accepting the order confirmation without comment, the purchaser agrees to our Terms and Conditions. By acceptance of our goods, i.e., the actual receipt even if not the final taking possession of goods, the purchaser confirms his agreement with our terms and conditions.

Our failure to make any mention of the purchaser's terms and conditions which he has communicated either earlier or later shall not be deemed as acceptance of them or agreement with them. By accepting our order confirmation or any goods without raising any objection, the purchaser's terms and conditions shall become void.

1. All quotations and prices are submitted without commitment up until our order confirmation. In the event of delivery at short notice, the invoice may replace a written order confirmation. Any representations or additional agreements concluded in person, on the phone, by e-mail or by agents require our written confirmation in order to become binding.
2. Samples which form the basis of a delivery shall be deemed as an approximate indication of the delivery only.
3. We reserve the right to make over-delivery or short delivery by up to 10%, for orders below 100 kg by up to 20%; this applies to the total order quantity as well as to partial deliveries. Measured values from freely programmable additional device. The calibrated measured values can be viewed.
4. The approximate delivery periods quoted are determining for the delivery time ex works. Any unforeseen or exceptional events beyond our control shall release us from contract fulfilment in whole or in part or for the duration of the impediment.
5. The delivery obligation requires unconditional creditworthiness of the purchaser. If we learn at any time during the period of the contract of any unfavourable credit rating of the purchaser or if the purchaser fails to settle due invoices in line with the provisions, all our receivables shall become due forthwith. Furthermore, we are entitled to claim payment in advance or securities or to withdraw from current contracts. If we exercise rights which are due to us as a consequence of such failure, we shall not be liable for any delivery delays resulting therefrom. In this event and notwithstanding our Terms and Conditions, we shall have at least those rights towards the purchaser which a creditor has towards a defaulting debtor.
6. Any risk shall be transferred to the purchaser when the goods leave our works or are placed at the purchaser's disposal or when readiness for despatch is notified.
7. Retention of title: The goods shall remain the seller's property until full payment of all receivables including any supplementary claims, claims for compensation and encashment of cheques and bills of exchange. The purchaser may process and sell goods under the following provisions:
 - a) Notwithstanding the seller's revocation which is permissible at any point in time, the purchaser's right to process goods in the regular course of business ends when the purchaser ceases payment or applies or opens bankruptcy proceedings or enters into an arrangement.
 - b) By processing retention of title goods, the purchaser who processes goods for the seller does not acquire ownership of the new items according to art. 950 BGB. If goods subject to retention of title are processed together, mixed or blended with other items, the seller shall acquire co-ownership of the new item in relation to the value of the retention of title goods to the total value of the item.
 - c) The purchaser hereby transfers to the seller the receivables including all collateral rights from the resale of retention of title goods, including rights on a pro-rata basis insofar as the goods have been processed, mixed or blended and of which the seller has acquired co-ownership to the amount of his invoice sum. By virtue of this transfer, the seller is entitled to a portion of the purchase price on a pro-rata basis, i.e., the total invoiced value of the goods subject to retention of title in proportion to the invoice value of the new item. If the purchaser has sold his receivables in the framework of a true factoring transaction, he shall assign to the seller the receivables due from the factor in lieu of the original receivables. The seller shall accept this assignment.
 - d) The seller shall not collect any of the assigned receivables as long as the purchaser complies with his payment obligations or his financial situation is not subject to a major deterioration. The direct debit authority shall become void in the event of a default of payment and a major deterioration of the purchaser's financial situation. In this event, the seller may inform the final purchaser of the assignment and may collect the receivables on his own account. The purchaser shall upon request provide the seller with a detailed list of receivables due to the seller including the names and addresses of his purchasers, amount of individual receivables, invoice dates, etc. and to provide the seller with the information required to collect assigned claims and to enable the data submitted to be checked. Any amounts of assigned receivables which are received by the purchaser shall be kept separately for remittance. The purchaser may collect receivables unless the seller instructs him otherwise.
 - e) The retention of title shall persist even if the individual receivables of the seller are taken onto a current account and the balance is accepted. The seller is entitled to a retention of title not only with respect to the accepted and abstract final balance but also for any partial balance. The purchaser shall assign to the seller receivables from the balance of the amount of the seller's due receivables in the sense of art. 355 HGB.

- f) The seller already now releases fully paid deliveries in line with the purchaser's instructions if the securities provided by virtue of a retention of title exceed the receivables to be secured by more than 10%.
- g) Retention of title goods or assigned receivables may not be pledged or used for chattel mortgage. In the event of a pledge, the seller shall be informed forthwith by identifying the creditor of such pledge.
- h) If the seller takes back goods based on his retention of title, this shall only be deemed as a withdrawal from the contract if this is expressly stated by the seller. The seller may use at his own discretion retention of title goods which he has retrieved.
- i) The purchaser shall store retention of title goods free of charge to the seller. He shall insure them against common risks including fire, theft and water. The purchaser hereby assigns to the seller his claims for damages against the insurance company or other entities liable for damages resulting from the above mentioned type of damage to the amount of the seller's receivables.
- k) Rights resulting from the retention of title and privileges resulting from these Terms and Conditions shall be applicable until full release from contingent liabilities which the seller has accepted in the purchaser's interest.
- l) As far as we provide advance deliveries of goods within the framework of a service transaction which our customer shall pay in line with a good account agreement, our retention of title rights as described above shall apply with no limitation to the goods provided by us. These goods, as any retention of title goods, may be used to cover our receivables resulting from the business relationship.
8. Unless otherwise agreed, payments shall be made within 30 days net. The invoice amount shall be credited to our account with no associated expenses. The purchaser must not retain or set off payments, even in the event of complaints or counterclaims. The purchaser has no rights resulting from late invoicing. In the event of late payment, we may claim damage caused by delay to the amount of debit interest at the current bank rate, notwithstanding the application of further rights. Our right to debit interest shall arise without the need to give notification. Bills of exchange are only accepted by prior agreement and subject to discount. The acceptance of bills of exchange and cheques shall not be deemed as compliance with payment obligations. Bills of exchange may be returned any time before their expiry and cash payment may be requested instead. Packaging will be invoiced at the lowest rate. Carriage free return shipments will be credited with 2/3 of the invoice amount.
9. Notices of defects will be considered not later than two weeks from receipt of goods. Complaints shall be filed in writing prior to expiry of the two week period. Thereafter the delivery shall be deemed to have been in line with the agreed conditions. In the event of justified notices of defects, the purchaser may claim free of charge replacement. Any other claims are waived.
10. The contract relationship is subject to German legislation. If any provision of a contract is legally ineffective, this shall not release the purchaser from his obligations under the contract. The purchaser's rights arising from the contract may not be assigned. Place of performance and place of venue shall be Olpe. The competent court shall be Amtsgericht Olpe. These provisions also apply in the event of actions in relation to a bill of exchange or a cheque.
11. In the event of price and wage increases or other price increases occurring after order confirmation, the supplier may increase the agreed price accordingly.