

Conditions of sale and terms of delivery

I. General information

For our current and future supplies our following trading conditions apply without exception. Opposing trading conditions apply only, if we agreed before in written form. This english version of our general terms and conditions of business and delivery is for your information. The version of these terms and conditions in the German language has primary legal force. The orderer accepts our terms of delivery, if he does not enter an objection in written form, within the period of 8 days after receipt of our conditions.

II. Conclusion of a contract

1. For the conclusion of a contract our written order confirmation is binding.
2. Orders, contract modifications and additions as well as special agreements require the written form.
3. To our supplies apply the measures of our drawings, descriptions, illustrations and the present obligatory DIN regulations. Changes and deviations require the written form.
4. For supplies according to drawings, indicated dimensions and descriptions of the orderer, these data are obligatory, if we do not enter any objections.

III. Prices

1. The prices apply in euro.
2. The terms of delivery are defined in the individual contract documents of the orderer, (discount list).
3. Our prices are not-binding, if a delivery time of more than 4 months is agreed.

IV. Payment

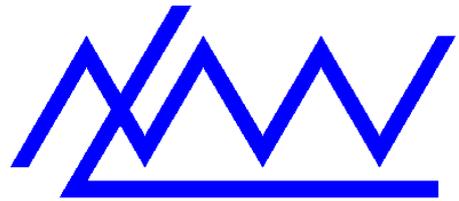
1. As far as nothing else is agreed, the terms of payment are as follows:
 - within 14 days after invoice date with deduction of 2 % cash discount of the invoiced value
 - within 30 days after invoice date net without deduction
2. In case of delay of payment, we reserve ourselves the right, to charge the default interests usual in banking.
3. Changes are only accepted as payment after the previous agreement. All resulting financing expenses go at the expense of the orderer.
4. In case of delay of payment and/or degradation of the financial position of the orderer all our demands become immediately due opposite us.

V. Delivery dates and delivery times

1. Delivery dates and delivery times are determined by us carefully, they are however without guarantee and presuppose the fulfilment of the contract obligations of the orderer.
2. The times for delivery begin with the receive of the order confirmation, but not before clarification of all details of the contract and not before the orderer has hand over all necessary documents to us. The times for delivery end with the moment of the sending off and/or the information of the readiness for dispatch.
3. In the case of higher force, and/or labor disputes and other obstacles, which lie outside of our sphere of influence, the date of delivery retards appropriately.
4. In case of unreasonable exceeding of the delivery time, a right of cancellation exists for the orderer.
5. If no special regulations are present on the part of the orderer, we select the dispatch type and route most favorable at our discretion.

VI. Transition of the risk and receipt

The danger of the accidental loss and the accidental degradation of the goods depends on the applying terms of delivery. If the dispatch retards due to a circumstance, which the orderer has caused, the moment of the transfer of risks move to the day of readiness for dispatch.



VII. Retention of title

1. The supplied goods remains up to the complete payment our property.
2. The orderer is entitled, to sell the supplied commodity in the context of a normal business concern to the normal trading conditions, however only under the condition, that he already transfers his demands from the resale to us. We accept this transfer hereby.
3. In the case of working on and process of the supplied article, we have to be regarded as manufacturers in the sense of § 950 BGB. We acquire the property on intermediate or finished products, while the orderer is only keeper of the goods.
4. The orderer commits himself, to insure the commodity storing under retention of title. Otherwise we are entitled, to insure the articles at the expenses of the orderer.
5. In case of exchange payments, the agreed retention of title cancels, if the changes were honoured without objection.
6. The assestion of the retention of title is not considered as cancellation of the contract.

VIII. Claim for compensation

The claim for compensation is excluded in case of non- performance of the delivery.

IX. Liability for defects

1. Our liability apply for construction -, material- and factory defects at the supplied products up to the height of the purchase price. Defects, which result from inappropriate storage, careless handling or from environmental influences, are excluded.
2. Obvious defects have to be indicated by the orderer immediately, at the latest within 14 days after incoming of the goods. Otherwise the order applies as accepted from the orderer. Not immediately identifiable defects have to be indicated immediately after their discovery, at the latest however 24 months after the receipt of the commodity.
3. Further requirements of the orderer, in particular a requirement on replacement of damage, which did not develop directly at the delivered article, are impossible. This non-liability does not apply with resolution and gross negligence of the owner or leading employees as well as culpable breach of substantial contract obligations. In case of culpable breach of substantial contract obligations we are liable, except in the case of resolution or gross negligence. In this case we are only responsible for the contract-typically foreseeable damage.
4. For defective commodity, for which we are responsible, we carry for replacement free of charge. The orderer has the right to cancel, if we do not repair the by us identified and accepted defects within an appropriate respite.
5. Correct and orderfairly supplied goods will not be taken back.

X. Place of performance, area of jurisdiction, applicable law

1. Place of performance for all rights and commitments resulting from the contractual relation is Schmalkalden.
2. Area of jurisdiction is Schmalkalden.
3. If a regulation of these General terms and conditions of business and delivery should be inoperative, then the effectiveness of all other regulations and agreements is not affected.
4. With the appearance of these trading conditions, all other since then applied regulations become inoperative.

edition 01/2017