

General Terms and Conditions of Sales and Supply which also apply to all future supplies

I. General

1. Our Terms and Conditions of Sales and Supply apply exclusively to all business, including future business. These Terms and Conditions also apply even if specific reference is not made to them.
2. In so far as the Terms and Conditions of Purchase of our customers conflict with our Terms and Conditions of Sale, the former are invalid, even if we do not expressly contradict them. On the other hand, our Terms and Conditions of Sales and Supply are also deemed to be agreed in the event of differing Terms and Conditions of Purchase in so far as the customer does not expressly raise objections without delay. Contradiction in the General Terms and Conditions of Purchase is not sufficient.
1. Nevertheless, in so far as the customer's Terms and Conditions of Purchase should take precedence, this precedence relates solely to the individual clause of the Terms and Conditions of Purchase and not to the Terms and Conditions as a whole; these Terms and Conditions of Sale apply in other respects.
2. In all cases the customer accepts our Terms and Conditions of Supply on acceptance of the goods supplied.
3. If individual conditions or agreements should conflict with mandatory legal requirements and therefore be invalid, the remaining conditions and agreements still apply.

II. Offers

1. Our offers are made without engagement and are subject to confirmation unless agreed to the contrary.
2. Documents which form part of our offer such as illustrations, drawings, information on dimensions and weights are only approximate in nature unless they have been expressly designated as definitive.
3. We retain our property, copyright and usage rights to cost estimates, drawings and other documents. They may also not be made accessible to third parties at the completion or rescission of the contractual relationship.
4. If we undertake the installation of the contractual products, our General Terms and Conditions of Installation apply unless otherwise agreed (see **Section X. Installation and Commissioning**).

III. Scope of supply and order processing

1. The customer's order represents a binding offer to purchase which we may accept within one month by sending an order confirmation or by despatching the goods.
2. Orders only become binding on us if issue of a written order confirmation.
3. The scope and nature of the delivery and performance of the order will be conducted only on the basis of our order confirmation, these General terms and Conditions of Supply and the provisions of law. Side agreements and variations from these – including the purchaser's conflicting conditions – require our written confirmation.
4. The requirement for written form may only be waived in writing.
5. If our order acceptance contains additions, limitations or other amendments with respect to the purchaser, the purchaser is deemed to have given his consent unless he objects in writing without delay.
6. We reserve the right to alter or improve the design, use of materials and finish in so far as the delivery item is not materially altered and the alterations would be unreasonable for the customer.
7. In so far as we accept orders, all acceptances are always and without exception subject to proper supplies by our suppliers.
8. Warranties and warranted properties only exist if they were expressly designated as such; otherwise indications of dimensions, weights, performance and quality etc., illustrations and other technical information (including such items in brochures, written communications, offers, order confirmations and invoices) are never binding on us and appear in brochures subject to change.
9. Protective devices are delivered in so far as they form part of standard manufactured products. Subsequent deliveries of additional protective devices are for the customer's account. We reserve the right to make technical changes.

IV. Prices and payment

1. All amounts are expressed in Euros (€). The customer will make all payments to us in this currency.
2. Our prices are net, ex works Horb, excluding installation, freight, packing, insurance, materials etc. required for installation and consumable stores; our prices do not include the applicable VAT at the rate in force on the day of delivery.
3. Transport packing is not returnable.
4. Subsequent increases in freight, fees, taxes etc. are for the purchaser's account. Any lawfully admissible increases in price by suppliers or sub-suppliers up to the day of delivery will increase the purchase price.
5. If material costs or wages in our factory or at our suppliers should increase, we are entitled to increase the prices at our discretion if supply forms part of a contract for continuous supplies, supply to a merchant within the meaning of the German Commercial Code or if the agreed delivery time is over 3 months.
6. Unless agreed to the contrary, the prices in our price list valid on the day of delivery apply.
7. The terms of payment indicated on the order confirmation apply.

8. Representatives or other appointees are not authorised to collect money.
9. If payment is not made in accordance with the contract, we reserve the right to invoice interest on arrears at 8% over the base interest rate from the due date in accordance with § 288, Paragraph 2 of the German Civil Code; no additional delay is required for us to apply this. We reserve the right to enforce a higher claim.
10. If we state that we agree to accept bills of exchange and cheques, this acceptance is only made on account of payment; discounting and collection costs are to be borne by the customer. If payment is made by bill of exchange or cheque, title only passes when payment against the cheque or bill of exchange has been made in full.
11. If a bank guarantee is required from the customer to guarantee the first instalment, the resultant costs are for the customer's account.
12. Failure to comply with the terms of payment or circumstances which come to our knowledge after conclusion of the contract which give rise to doubts about the customer's ability or willingness to pay, entitle us to demand, at our option, payment in advance or the provision of securities within a deadline of 14 days in respect of payments which are due or not yet due under all existing contracts and to refuse performance until the advance payments have been made or the securities provided even if we hold bills of exchange with later maturity dates. If the customer fails to comply with this requirement within the period fixed, we may withdraw from the contract or demand compensation for non-performance. We may require return of goods already delivered, in which case the costs of the return freight and the loss of value must be borne by the customer.
13. The customer is only entitled to rights of retention or offsetting if his counter-claims have been judged to be absolute and final, are uncontested or recognised by us.

V. Delivery time

1. The period of the delivery time commences with the despatch of the order confirmation or, if payment of one third of the price is agreed, not before receipt of the advance payment amounting to one third of the order value and clarification of all necessary documents and approvals from public or administrative bodies.
2. We have complied with the delivery time if, at the expiry of the delivery time, the goods have left the factory or the customer has been notified that the delivery note is ready. If the delivery should not be made at the correct time, the customer must set a grace period for subsequent performance before exercising his rights.
3. The delivery time will be extended appropriately if unforeseen circumstances, whether in respect of ourselves or our suppliers, should occur and which are outside our knowledge, for example, force majeure, traffic disruption, disruption in producing factories, strikes, lock-outs, delays in the delivery of important raw materials or building materials, in so far as such delays can be shown to have a significant influence on the manufacture or delivery of the goods to be supplied. The above-mentioned circumstances are not our fault even if they arise during an already existing default.
4. In this case, compensation for any loss or damage caused by delay or compensation for non-performance is excluded.
5. If despatch is delayed at the customer's request or if the delivery is not called off in good time, the goods will be stored at the customer's risk and expense. If it is possible to store the goods in our premises or those of our supplier, storage charges equal to the actual costs or losses will be charged, but not less than 5% of the invoice amount for each month that elapses calculated from the day the goods were ready for delivery. The goods can be insured against damage or theft if the customer so requests. If a reasonable time limit is set but not observed, we may dispose of the goods elsewhere and supply the customer with other goods at a suitably extended delivery time.

VI. Transfer of risk and acceptance

1. Risk passes to the customer as soon as the goods leave our factory or that of our supplier, even if we have undertaken to install the goods. All deliveries, including any returns, are made at the customer's risk. The goods will only be insured at the express wish of the customer and at his expense.
2. Without prejudice to the rights set out in Section VIII, the customer must accept the goods which have been delivered, even if they exhibit non-material defects.
3. Partial deliveries are permitted.
4. The conditions of the relevant supplying works apply in all cases to products produced by third parties.

VII. Retention of title

1. We retain title to the goods until all receivables from the customer have been paid in full, even if the goods in question have been paid for.
2. The customer must inform us without delay of any levy of execution by a third party against the goods to which title is retained and pass to us any documents necessary for our intervention; this also applies to prejudice of any other nature. Regardless of the above, the customer must inform the third party at the outset of the existing rights pertaining to the goods.
3. In the event that the goods to which title is retained should be resold / leased, the customer hereby assigns to us as a security the receivables from his customers to which he is entitled from the above transactions until all our claims have been paid.
4. If the goods to which title is retained should be processed, transformed or connected to another object, we acquire direct (co)ownership of the goods which were so manufactured. Such goods are then deemed to be goods to which title is retained.

5. If the value of the security should exceed our claims against the purchaser by more than 20% and if so requested by the purchaser, we will release at our option the securities pledged to us by a corresponding amount.

VIII. Warranty

1. The warranty period is one year from transfer of risk in case of single shift operation (8 hours) and normal working and environmental conditions (Western Europe). Defects, short-deliveries and wrong deliveries must be notified in writing without delay. The customer does not receive guarantees from us within the meaning of the law.
2. We are only responsible for defects which are attributable to defective design, material or fabrication. Liability for wear marks to wearing parts normal in factories is excluded and does not represent a defect within the meaning of law. Written lists of wearing parts may be requested for each contractual product.
3. The warranty obligation lapses especially in cases in which the purchaser or third parties have caused the defect through unsuitable or improper use, incorrect or negligent treatment, natural wear and interference with the goods we supplied (e.g. alterations, modifications, conversions etc.).

The same applies if our products were incorrectly installed or commissioned by the purchaser or third parties, were negligently treated or were subjected to loads over and above what is normal or if malfunctions are attributable to unsuitable operating materials, replacement materials, defective construction work, unsuitable ground, chemical, electro-chemical or electrical influences, alterations undertaken without our prior consent or improper repair work.

The warranty obligation lapses if the purchaser fails to comply with our request for the return of the defective goods without delay.

4. If the complaint should be justified, we will rectify the defect(s) by repairing or replacing the goods (at our option) free of charge after first agreeing a reasonable time period for the rectification / replacement. If rectification should be unsuccessful, the purchaser is entitled to withdraw from the contract. No additional warranty is accepted.
5. Rejected goods must be sent to us free of charge and the goods must be properly packed.
6. The original warranty periods of the goods supplied are neither restricted nor interrupted by the repairs or additions made to them or by the exchange of such goods.

IX. The purchaser's right of withdrawal; the supplier's right of withdrawal and other supplier's liabilities.

1. The purchaser may withdraw from the contract if the whole performance of the contract becomes frustrated for the supplier prior to transfer of risk. (The same applies if the supplier is unable to perform the contract). The purchaser may also withdraw from the contract if a number of items of the same type are ordered and it becomes impossible to supply a certain number of the items and the purchaser has a legitimate interest in refusing partial supply. If this should not be the case, the purchaser may reduce the consideration accordingly.
2. If delivery should be in default due to lateness within the meaning of Section V of the Terms and Conditions of Supply and the purchaser grants the supplier a suitable grace period for subsequent performance with the express statement that he will refuse to accept the goods after the expiry of the grace period, and if the supplier fails to comply with the grace period, the purchaser is entitled to withdraw from the contract.
3. If the frustration of the contract should occur when the purchaser is delaying acceptance or for reasons for which the purchaser is responsible, the latter remains obliged to pay the consideration.
4. The purchaser also has a right of withdrawal if the supplier, for reasons for which the supplier is responsible, fails to comply with a reasonable grace period for rectification or replacement which has been set for him in respect of a defect for which the supplier is responsible. The purchaser's right of withdrawal also applies if the supplier should be frustrated in the rectification or replacement or if the rectification or replacement should be rendered impossible.
5. In so far as permitted by law, all other and further claims by the purchaser, especially for repudiation, termination or reduction in price as well as for compensation for damages of any nature whatsoever and also for such damages which do not arise directly to the goods which were supplied.
6. In the event of unforeseen events within the meaning of Section V of the Terms and Conditions of Supply, and in so far as they materially alter the economic significance or the content of the service or goods to be provided or have a material impact on the supplier's factory and in the event of frustration of performance which becomes evident at a later date, the contract will be suitably amended. Unless this is not economically justifiable, the supplier has the right to withdraw from the contract in whole or in part.
7. The purchaser has no right to claim compensation for a withdrawal of this nature. If the supplier wishes to make use of the right of withdrawal, he must so inform the purchaser without delay, including when an extended delivery period has been initially agreed with the purchaser.

X. Installation and commissioning

Unless otherwise agreed, the purchaser must undertake and provide in time the following at his own expense:

1. Ancillary teams of workers including general labourers and, if needed, bricklayers, carpenters, fitters, crane-drivers and other specialist workmen along with an adequate number of the tools required by such persons.
2. All excavations, foundations, construction work, cutting work, scaffolding, plastering work and painting as well as other ancillary trades not customary in the supplier's industry, including all construction materials required by such work or persons.

3. Items and materials needed for the installation such as baulks of timber, wedges, supports, cement, plaster, sealants, lubricants, fuel etc.; also scaffolding, lifting equipment and other devices.
4. Electricity and water including the necessary connections up to the work site, heating and general lighting.
5. Sufficient large, suitable, dry and secure rooms for storing machine parts, apparatus, materials, tools etc. on site; suitable working and mess rooms for the installation team as well as sanitary facilities which are suitable for the circumstances. The purchaser must also implement all measures necessary for safeguarding the property of the supplier and the installation team as he would implement to safeguard his own property.
6. Protective clothing and safety equipment which are necessary as a result of special circumstances on the site and which are not customary in the supplier's industry.
7. Without being so requested and prior to commencement of installation work, the purchaser must provide all necessary information on the position of concealed power, gas and water lines and pipes and of similar installations; he must also provide the required information on structural strength.
8. Prior to commencement of erection or installation, all components needed for commencement of work must be on site and all brickwork, carpentry work, foundation work and other preparatory work must be so far advanced before commencement of erection that erection work can begin immediately after the arrival of the erection or installation team. In particular, the access roads and the site where the erection or installation is to take place must be levelled and cleared up to floor level, the foundation brickwork must be set and dry, the foundation walls must be levelled and back-filled; if the equipment is to be installed indoors, the plaster on the walls and ceiling must be completely finished and, particularly, doors and windows must be installed.
9. If the erection, installation or commissioning is delayed, particularly on site, by circumstances for which the supplier is not responsible (creditor's default of acceptance), the purchaser must pay the costs of waiting time and additional travelling which become necessary for the erectors or installation team in adequate measure.
10. The purchaser must certify the working time of the erection or installation team to the best of his knowledge every day. The purchaser is also obliged to issue a written certificate to the erection or installation team at the end of the erection or installation without delay.
11. The supplier is not liable for the work of his erection or installation team and other vicarious agents in so far as the work is not connected with the supply or installation or in so far as such work was arranged by the purchaser.

In the event that the supplier undertook the erection or installation against an itemised invoice, the following provisions apply in addition to the provisions above:

1. The purchaser will pay the supplier the rates agreed at the time of ordering for working time as well as for overtime, night, Sunday and holiday working, for working under difficult conditions and for planning and supervision.
2. The following costs will also be reimbursed separately:
 - a) travelling costs, the cost of transporting the tools and personal luggage
 - b) the daily allowance for the working time as well as for rest days and holidays

Other agreements in respect of installation

1. Unless otherwise agreed in the contract, all installation work will be invoiced on the basis of the hours worked and certified by the client. Our current hourly rates will apply on each occasion.
2. If an installation date is postponed by the purchaser, the supplier reserves the right to suggest the next installation date which is possible for him.
3. If the purchaser has not completed the preparatory work detailed in the contract prior to the date of commencement of installation, the supplier reserves the right to revise the installation date. Any additional costs which result therefrom will be invoiced to the purchaser.
4. Our installation and erection team are instructed to work only in accordance with the Health and Safety Regulations. If the site fails to comply with the Health and Safety Regulations, the supplier reserves the right to set a new installation date.

XI. Validity

If individual conditions should not apply, for any reason whatsoever, the validity of the remaining conditions is not affected thereby.

XII. Applicable law and place of jurisdiction

1. Only the law of the Federal Republic of Germany applies to the legal relationship between the purchaser and ourselves. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
2. The place of jurisdiction for any disputes whatsoever (including in respect of cheques and bills of exchange) is exclusively 72160 Horb am Neckar for both parties. However, we are also entitled to assert our claims at one of the purchaser's places of jurisdiction.
3. The place of performance is 72160 Horb am Neckar.
4. Any agreements differing from these Terms and Conditions of Payment and Supply must be expressly confirmed in writing.