



## § 1 Application

- (1) Our terms of purchase apply only to companies.
- (2) Only our terms of purchase apply, conflicting terms of the supplier are not accepted.
- (3) Our terms of purchase apply also for future orders to the supplier.

## § 2 Price and payment

- (1) Our price shown in the order is applicable; all costs for packing and transport belong to the supplier. Any additional services and costs must be agreed to individually and in advance.
- (2) After receipt of goods and invoice we pay the purchase price after 45 days net or within 14 days less 3% cash discount.
- (3) Invoices have to show the required details for processing; otherwise the supplier is responsible for all consequences.
- (4) We will offset undisputed or legally established claims against accounts due.
- (5) The supplier is not entitled to assign any claim resulting from our contractual relation to a third party.

## § 3 Offer and acceptance

- (1) The supplier is bound to his offer for four weeks.
- (2) Our orders are subject to change, unless explicit otherwise agreed.

## § 4 Delivery

- (1) The delivery term for our orders is DDP, the supplier is responsible for delivering the goods to our place of business or another agreed named place and pays all costs in bringing the goods to the destination, including import duties and taxes. Only when the goods are handed over to us at the agreed point of destination, the risk passes to us.
- (2) The delivery dates specified in our orders are binding. The supplier needs to inform us in time, if he can't meet the requested delivery date. The supplier is in default with his performance as soon as he misses a specified delivery date, no further notice will be given. In that case we are entitled to legal claims and after expiry of an additional respite without effect we are entitled to compensation of damages, resulting from non performance.
- (3) Partial deliveries require our prior approval.

## § 5 Environmental protection

The supplier is required to support environmental protection measures responsibly. He agrees to comply with the environmental laws and regulations.

## § 6 Warranty

- (1) Acceptance or approval of type sample or pattern do not wave warranty claims.
- (2) The supplier bears all expenses which are necessary to correct faulty goods or substitute the delivery, all rights to compensation for damages remain unaffected.
- (3) The period of limitation amounts to five years from passing of risk if the goods are used for constructive works; in any other case amounts the limitation period to three years from passing of risk.
- (4) Our notice of defects to the supplier stops the limitation period.
- (5) The supplier is obliged to supply spare parts for a period of at least 10 years after delivery of the goods.

## § 7 Product liability

- (1) The supplier is obliged to indemnify us for claims by third parties if and when the supplier's product is responsible for damages; this is insofar as the cause lies in his control and he would be liable to third parties. The supplier is obliged to indemnify us for all our expenses in connection with any such case; this includes expenses for recall actions carried out by us. As far as reasonable the supplier will be informed in time and any such action will be carried out in agreement with the supplier.
- (2) The supplier commits to maintain product liability insurance with an insured sum of at least EUR 5 Mio. per injury to person / property.

## § 8 Intellectual property

- (1) In case a product purchased by us is infringing third party rights and we receive claims for infringement of such rights, the supplier is bound to indemnify us against any such claim at first written request.
- (2) The supplier is obliged to indemnify us for all our expenses in connection with any such claim from third party.

## § 9 Title

- (1) In case of prepayment we become owner of the purchased goods on receipt of payment.
- (2) There is no agreement between the parties regarding reservation of titles.
- (3) If we make own property like machinery or tooling available to the contractor, we keep the ownership therein and any modification by the contractor is carried out on our behalf.

## § 10 Liability

- (1) Our liability for breach of contract in case of own gross fault is limited to the compensation for the typically foreseeable damage.
- (2) We are liable for any culpable breach of main contractual obligations and culpable injury to life, body and health.
- (3) Any further liability is excluded; compulsory liability by law remains unaffected.

## § 11 Law and jurisdiction

Our contracts are subject to German law; the commercial UN-law is not applicable. Place of jurisdiction is our place of business, we reserve the right to take action against the contractor at his place of business.

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## § 1 Application

- (1) Our terms of sale apply only to companies.
- (2) Only our terms of sale apply, conflicting terms of the customer are not accepted.
- (3) Our terms of sale apply also for future deliveries to the customer.

## § 2 Price and payment

- (1) Our actual price list on the day of delivery is applicable. Our prices are EXW (ex works), unless otherwise agreed. All costs for packing and transport belong to the customer. We are allowed to pass on any increase for value-added tax, freight, duty, raw material, supplies and labor costs.
- (2) Our invoices are payable net within 30 days, for payment within 14 days we grant 2% cash discount. We charge interest of 8% above the relevant base interest rate for delayed payment, the assertion of further damages remain unaffected. Checks are only considered as payment after the check has been cashed.
- (3) Counterclaims are only accepted if they are undisputed or legally established.

## § 3 Offer and acceptance

- (1) Our offers are subject to change, unless explicit otherwise agreed.
- (2) Orders received are binding.
- (3) In case of online-orders the customer makes a binding offer by using the order button, with our order confirmation the contract becomes valid.

## § 4 Delivery

- (1) The given delivery time requires, that the customer fulfils all contractual duties in time, especially all technical details have to be clearly defined and all drawings require a qualified approval.
- (2) Place of delivery is our business location. The risk passes to the customer upon receipt by the carrier. In case the acceptance of the delivery is delayed, the risk passes to the customer when we are ready to deliver; in that case the customer bears the cost for storing and maintaining the goods.
- (3) Unless otherwise agreed, the times for delivery or performance are always approximated and refer to handing over the goods to the carrier.
- (4) Our obligation for delivery depends on receiving our own deliveries on time. Partial deliveries are allowed if the customer can use it. Our obligation is fulfilled, if and when the delivery is within generally admitted tolerances.

## § 5 Inability to pay our invoice

If and when the customer is late in payment by more than four weeks, we are allowed to rescind the contract or ask for securities in the amount of the outstanding receivables.

## § 6 Warranty

- (1) The customer shall assert claims due to defective goods, supplied by us, in writing without delay. If the defect of the goods was already predictable in the drawing, the customer can only assert claims if he informs us without delay in writing about the faulty drawing.
- (2) Our supply is correct, if it is within the relevant industry and quality standards and measurement limits.
- (3) It is the sole responsibility of the customer to check carefully the fitness of the goods for the intended use.
- (4) In case of defect goods we are entitled to eliminate the defect or supply replacement. If the rework or the replacement delivery fails, the customer has the right of conversion or withdrawal of the contract, as far as the law provides for.
- (5) The description of our goods does not cause any guarantee, this applies likewise for all information on our website.
- (6) The status of limitation for claims of defects is 12 month, except § 438 Abs. 2 Nr. 2 und § 634 a Abs. 1 BGB provide for longer periods.
- (7) No warranty is applicable, if the customer or a third party alters the goods without our approval.

## § 7 Reservation of title

- (1) We keep ownership of the goods until the complete payment has been received.
- (2) If and when the customer is late in payment, we are allowed to rescind the contract. We demand immediate information in case of intervention by third parties, any costs of third-party proceedings are borne by the customer.
- (3) The customer is allowed to sell the goods with or without further treatment; all claims which accrue from resale are assigned to us.
- (4) Any processing of the delivered goods is made on our behalf. In case our goods are processed with third-party material, we acquire shared ownership in the new product in relation of the used materials.

## § 8 Liability

- (1) Our liability for breach of contract in case of own gross fault is limited to the compensation for the typically foreseeable damage.
- (2) We are liable for any culpable breach of main contractual obligations and culpable injury to life, body and health.
- (3) Any further liability is excluded; compulsory liability by law remains unaffected.
- (4) Services which are provided for free are not part of our contractual duties and therefore exempt from any liability.

## § 9 Law and jurisdiction

Our contracts are subject to German law, the commercial UN-law is not applicable. Place of jurisdiction is our place of business, we reserve the right to take action against the purchaser at his place of business.

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