

Section 1 Conclusion of a contract

1. Orders are placed on the basis of these general conditions of purchase. Other conditions shall not become part of the contents of the contract, even if the purchaser does not expressly contradict them. These general conditions of purchase also apply to all subsequent orders or contractual relationships between the supplier and the customer.
2. If the customer's order is not confirmed in writing within 5 working days after it has been received by the supplier, then the customer is entitled to cancel the order.
3. Orders are only binding if they are made or confirmed in writing. Orders made verbally or over the telephone need subsequent written confirmation in the form of a purchase confirmation provided by the customer to be considered valid. Verbal agreements and changes to the contract should like wise be followed-up with a written confirmation.

Section 2 Prices, shipping, packaging

1. The agreed-upon prices are fixed prices and exclude any kind of additional charges. The costs for packaging and transport, and for customs formalities and customs are included in these prices.
2. Dispatch notifications, bills of landing, invoices and all correspondence must include our order number.
3. The delivery must be delivered to the destination chosen by the customer at the expense and risk of the supplier.
4. The obligation to take back the packaging is subject to the legal provisions.

Section 3 Issuing of invoices payment

1. If there is no special agreement concerning the information and documents, the usual delivery documents will be sufficient. Invoices submitted improperly shall only be deemed to have been received by us when they have been corrected.
2. Payment shall be made in the customary commercial manner, either within 14 days after delivery/performance of service
3. with a 3 % discount, or within 30 days with the full net price being paid. The later date shall always be the date used for determining the beginning of payment periods.

Section 4 Delivery date, late delivery, force majeure

1. The agreed-upon delivery dates are binding. The prompt and correct delivery of the goods to the agreed-upon delivery location is decisive with regards to compliance with delivery dates.
2. If the supplier becomes aware that an agreed-upon date cannot be met for any reason, they must notify the customer of this immediately in writing, stating the reason for the delay and the estimated duration.
3. Force majeure and labor disputes free the contract partners from their obligation to provide services for the duration of the disruption. The contract partners are obligated to supply the necessary information immediately and to act in good faith to amend their obligations to bring them into line with the changed circumstances, within reason. Should the customer no longer have any interest in their order due to the delay, the purchaser is entitled to withdraw from the contract after prior notification.
4. In the event of a delay in delivery, the customer is entitled to claim damages and/or withdraw from the contract according to the legal provisions.
5. If the order is delivered earlier than agreed, the customer reserves the right to return the goods at the expense of the supplier. If no return takes place after early delivery, then the customer must store the goods until the agreed-upon delivery date at the expense and risk of the supplier. The agreed-upon delivery date is the sole date which is valid in terms of determining the payment dates.
6. Partial deliveries are only permitted if this has been expressly agreed upon.

Section 5 Liability for defects

1. Any apparent defects in the delivery, namely any deviations in quantity and apparent damage during transport, must be indicated by the customer as soon as such defects have been identified in accordance with the terms of a proper business transaction. The notification of the defect is deemed timely if it is received by the supplier within a period of 5 working days after the goods have been received by the customer. Notifications must be made about other defects within 5 calendar days after they are discovered.
2. The parties are agreed that a complaint is properly lodged according to UN sales law if the customer informs the supplier that the product is defective. However, a detailed explanation of the reasons for the unusability must be provided by the customer within a reasonable time after being requested by the supplier.

3. The supplier guarantees that their products have the agreed-upon conditions, and, in particular, that they meet the specifications provided by the customer. Any changes may only be made with the prior consent of the customer.
4. The customer is fully entitled to make legal claims for any defects, including claims for damages and reimbursement of expenditures.
5. If the supplier fails to remedy defects or supply replacement parts with 10 working days at the latest, the customer is entitled to withdraw from the contract and to claim for compensation for damages instead of performance.
6. If the products supplied are used in a final product which is sold to a consumer, who then lodges a complaint regarding the product, the customer has a right of recourse against the supplier based in the corresponding application of sections 478, 479 BGB [German Civil Code]. For scope, content and limitation period, sections 478, 479 BGB [German Civil Code] applies accordingly.
7. Complaint procedure = LBA (Supplier compliant). Provided that the supplied products are subject to complaint by the customer, the customer can return the article as a "freight collect package".

Section 6 Product liability and liability insurance

1. If the supplier is responsible for product damage, then they are obligated to indemnify the customer from third-party compensation claims.
2. The customer and the supplier shall inform and support each other in the case of any legal defense. The supplier is obligated to take out a reasonable product liability insurance policy.

Section 7 Property rights and liability for defects of title

1. The supplier must ensure that all deliveries are devoid of third party rights, and that in particular the delivery and use of the items supplied do not infringe upon patents, licenses or other protective rights of third parties in the country of the agreed-upon delivery location and – insofar as the supplier is aware – the country in which the items are intended to be used.
2. The supplier shall release the purchaser and their customers from any third-party claims which are based on a possible breach of industrial property rights and shall bear all costs which may be accrued by the customer in connection to this. Otherwise, the regulations regarding liability for defects, according to section 5 of this contract, apply for other claims based on defects.

Section 8 Confidentiality

1. The contract partners are obligated to treat all information which becomes known to them as part of the business relationship confidentially. In particular, they are obligated to keep all figures, drawings, calculations, construction sketches, models, CAD data and any other documents and information that they receive strictly confidential. Third parties may only access their content if they have received your express written consent.
2. The confidentiality obligation also applies after the expiration of this contract for an unlimited amount of time and also applies in cases where a contract never materializes.
3. Any documents received must be returned to the contract partner after the end of the business relationship without a request for this being made.

Section 9 Final provisions

1. Place of fulfilment and place of jurisdiction is the place of business of the customer, provided that nothing to contrary is stated in the order confirmation.
2. For all legal relationships between the parties, only German law and the relevant EU conformity declarations apply.
3. The language that the contract is written in is German. If another language is use, the German wording takes priority.
4. These conditions are also applicable to any other legal communication with the companies.
5. Should individual parts of these general conditions of purchase be or become invalid, the effectiveness of the other provisions of these conditions is not affected.
6. The supplier is not entitled to transfer the order or significant parts of the order to third parties without the prior written consent of the customer. Nor can they assign claims outside of an extended or expanded reservation of title.
7. If the supplier suspends payments, insolvency proceedings against their assets are applied for or opened, or if extra-judicial proceedings are initiated against the assets of the supplier, the customer is entitled to terminate the contract without observing the notification period.