

Preamble

These General Terms and Conditions shall apply if the parties so agree in writing or otherwise. No deviations from the Terms and Conditions shall apply unless agreed in writing. Whenever the term "writing" or "in writing" is used in these Terms and Conditions, it refers to a document signed by both parties or a letter, fax, electronic mail or other means of communication agreed upon by the parties.

1. Prices

All prices are exclusive of VAT, ex works or the agreed appropriate Incoterms.

2. Packaging

Unless otherwise stated, prices quoted in offers and contracts are inclusive of Seller's standard packaging.

Return deliveries without agreement are not allowed. In the case of agreed return deliveries of the goods for whatever reason, this must be done in the original packaging. If this is not possible, the packaging must be done in such a way that no damage to the goods or additional handling expenses are incurred. Damage or additional expenses will be charged to the buyer.

3. Deviations in weight or quantity

Deliveries may deviate from the agreed weights or quantities by plus/minus 3%.

4. Product details

Details in advertising materials, price lists and other product information are only binding insofar as they are expressly referred to in the contract.

5.1. Shipment

Shipment takes place for the account and risk of the buyer. Delivery takes place on business days between 07:00 and 16.00.

5.2. Delivery

If a commercial clause has been agreed, it shall be interpreted in accordance with the INCOTERMS® in force at the time of conclusion of the contract. If a commercial clause has not been expressly agreed, delivery shall be made free carrier (FCA) to the place designated by Seller. In case of transport of the goods arranged by the Buyer, the goods must be accepted at the agreed place within one week after notification of readiness for delivery. If this time is exceeded, the costs of handling and storage will be charged to the buyer.

6. Time of delivery. Delay

The delivery period begins after clarification of all technical and commercial details unless otherwise agreed. If the delay in delivery is due to an act or omission of the Buyer, the delivery period shall be extended by a period reasonable under the circumstances. The delivery period shall also be extended if the reason for the delay occurs after the originally agreed delivery date. Seller's right to extend the delivery period shall also apply, subject to the provision in Clause 19, second paragraph, if delivery is delayed due to a circumstance which constitutes a reason for relief under Clause 18.

7.

If the Seller fails to deliver on time, the Buyer may set the Seller a final reasonable deadline for delivery in writing, stating its intention to withdraw from the contract if delivery is not made within this final deadline. If delivery is not made within such final period, Buyer may terminate the Contract by written notice to Seller. If the delay in delivery is of considerable importance to the Buyer or if it is certain that such a delay will occur, the Buyer may immediately withdraw from the Contract by written notice to the Seller.

8.

If the Buyer withdraws from the contract in accordance with clause 7, the Buyer shall not be entitled to claim from the Seller any compensation for additional costs incurred by the Buyer in obtaining replacement goods elsewhere, or any other additional costs, unless otherwise agreed.

9. Payment

Unless otherwise agreed, the payment shall be made after delivery of the goods within 30 days from the date of invoice. If the Buyer does not accept the goods on the agreed date, payment shall nevertheless be made as if the delivery had been made in accordance with the contract.

For one-time deliveries whose value is less than 1000€, the Buyer shall pay the purchase price at the time of ordering.

The goods become the property of the buyer only after full payment of the entire delivery.

If the Buyer changes the specification of the products ordered according to his specifications after the order has been sent, he shall bear all additional costs arising in this connection.

10.

In case of late payment by the Buyer, the Seller is entitled to interest on arrears in the amount of 8% per annum from the date on which the payment deadline is exceeded. The Seller is also entitled to compensation for collection costs.

11.

If the Buyer has not paid the amount due within three months from the due date, the Seller may terminate the Agreement by written notice to the Buyer. The Seller shall then, in addition to clause 10, be entitled to compensation for the damage it has suffered.

12. Retention of title

The goods shall remain the property of the Seller until full payment has been made, to the extent that such retention of title is permissible under the relevant law.

13. Liability for material defects

The Seller undertakes to provide replacement for goods that are defective due to material or manufacturing defects caused by him.

14.

The liability of the Seller is limited to defects that occur within one year after delivery of the goods. The Buyer shall immediately notify the Seller in writing within 2 weeks after the occurrence of a defect. Otherwise, the Buyer shall forfeit the right to replacement delivery pursuant to clause 13.

15.

If Seller fails to deliver a replacement within a reasonable time after receipt of Buyer's notice under Clause 14, Buyer may by written notice to Seller rescind the Contract with respect to the defective Goods. If Buyer withdraws from the contract, Buyer shall not be entitled to compensation from the Seller for the reasonable additional costs incurred by the buyer in obtaining replacement goods elsewhere.

16.

The Seller shall be liable for defects on the goods only in accordance with Sections 13 and 15. This shall not apply to damage caused by the defect, such as loss of production, loss of profit and other consequential economic loss.

17. Warranty

Warranty period is 24 months from the time of delivery.

Certificates

In the event that products are to be certified, this must be noted on the order. Subsequent requests for certification cannot be guaranteed. The seller reserves the right to charge all costs in connection with acquiring and handling the certificate.

18. Liability for damage to property caused by the delivery item

The Seller shall not be liable for any damage to immovable or movable property caused by the Goods or for the consequences of such damage if the damage occurs while the Goods are in the Buyer's possession. The Seller shall also not be liable for damage to products manufactured by the Buyer or to products of which the Buyer's products form a part. The Buyer shall indemnify the Seller to the extent that the Seller is liable to third parties for damage for which the Seller is not liable under the first paragraph of this Clause. The foregoing limitations of Seller's liability shall not apply if Seller is guilty of gross negligence. If a claim is made against the Seller or the Buyer by a third party on account of a loss or damage referred to in this clause, the respective other contracting party shall be notified thereof in writing without delay. The Seller and the Buyer shall be mutually obliged to be summoned to appear before the court or arbitral tribunal examining claims against either of them for damage or loss allegedly caused by the goods delivered. However, the liability between the Seller and the Buyer shall always be governed by Clause 20.

Disclaimer

The seller cannot be held liable for any operating losses, loss of profits, consequential losses or other indirect losses suffered.

In the event that it transpires that real property, chattel, other constructions or objects (in which the product sold is incorporated) must be disassembled, changed or repaired as a consequence of the product sold needing to be changed or repaired, the costs of this replacement or repair shall be considered indirect losses.

19. Exoneration reasons (force majeure).

The following circumstances shall constitute grounds for exoneration if they impede the performance of the contract or make it unreasonably difficult: Labor disputes and all other circumstances beyond the control of the parties, such as fire, natural disasters and extreme natural events, war, mobilization or military conscription on a comparable scale, requisition, seizure, trade and foreign exchange restrictions, riot and civil commotion, lack of means of transport, general shortage of materials, restrictions in the supply of energy, as well as defects or delays in delivery by subcontractors caused by such a reason for exoneration. The circumstances described above shall only constitute a reason for exoneration if their effects on the performance of the contract could not be foreseen at the time of the conclusion of the contract.

20.

A party wishing to invoke a ground for exoneration under Clause 18 shall immediately notify the other party in writing of the occurrence and cessation of such circumstance.

21. Dispute. Applicable law.

Disputes arising out or in connection with the contract shall be settled by arbitration in accordance with the law on arbitration of the seller's country.

22.

All disputes arising out of the contract shall be judged according to the law of seller's country.

Defects

Any complaints relating to shortfalls in a delivery must be made in writing in eight (8) days of the delivery. Complaints relating to defects in the products supplied must be made in writing and without undue delay.