

General Terms and Conditions

§ 1 General

1. Our General Terms and Conditions shall apply exclusively; we do not accept any opposing conditions or conditions of the buyer that deviate our General Terms and Conditions, unless their validity has been exclusively confirmed by us in writing. Our General Terms and Conditions are also applicable even if, despite knowledge of conditions of the ordering party, contrary to or differing from these General Terms and Conditions, the delivery is executed without prejudice.
2. All agreements made between us and the buyer, for the purpose of executing a contract, shall be set in writing; verbal agreements are only valid once they have been confirmed in writing by us.
3. Our General Terms and Conditions of Sales are only applicable to companies as defined in § 310 clause. 1 BGB (German Civil Code) from 01.01.2002.
4. Our General Terms and Conditions of Business also apply to any future business with the buyer.
5. Our offers are not binding, unless the order confirmation specifies otherwise.
6. We hereby reserve our property right and copyright on illustrations, drawings, calculations and any other document. This is also valid regarding written documents designated as "confidential"; before revealing them to third parties, the buyer requires our expressive written approval.
2. If the acquired object contains defects, for which we are responsible, we are entitled, at our discretion, to correct the defect or substitute the customized manufactured product. In the event that the fault is corrected, we shall only pay the expenses up to the amount of the purchase price of the object.
3. If the removal of the defect/substitution is unsuccessful, the buyer is entitled to assert the corresponding legal claims according to § 437/634 BGB – German Civil Code.
4. We are liable, according to the statutory provisions, if the buyer claims damage based on intent or gross negligence, including intent or gross negligence by our representatives and/or agents. By way of derogation from them, the legal provisions are valid in case of physical injury.
5. In this context, the liability for damages shall be limited to the foreseeable typically occurring damages, unless we had been charged of having violated the contract intentionally.
6. Any further liability for compensation shall also be excluded – regardless of the legal nature of the asserted claim.
7. The warranty period is valid for twelve (12) months, calculated from the time of transfer of the risk. This is a period of limitation and is also valid for claims for compensation of damages, provided that no claims for breach have been asserted; for these the statutory period of limitation shall apply.

§ 2 Prices – Payment Conditions

1. Unless otherwise stated by the order confirmation, our prices shall apply "Ex-Works", excluding packing; packing shall be charged separately in the invoice.
2. Our prices do not include the statutory VAT; it will be stated in the invoice separately at the applicable legal rate, on the invoice issuing day.
3. The deduction of discounts requires separate written agreement.
4. Provided that the order confirmation does not state otherwise, the net sales price (without deduction) will be due for payment within 30 days from the date of invoice.
1. If the Buyer is in default of payment, then, we shall be entitled to charge interest at a rate of 9% p.a. above the respective "Basiszins" of the Deutsche Bundesbank.
5. The buyer shall have offsetting rights only if his counterclaims have been established with legal force, are undisputed or have been acknowledged by us. Nor shall the buyer have any right of retention on account of disputed counterclaims.

§ 3 Delivery Time

1. The commencement of the indicated delivery time requires clarification of all technical issues.
2. The fulfillment of our delivery conditions is subject to the prompt and orderly fulfillment of the buyer's obligations. We reserve the right to object unfulfilled contracts.
3. If the buyer falls into default of acceptance or infringes other cooperation duties, we shall be entitled to claim compensation for damage, including any possible extra expenses resulting from this fact. The right to further legal claims shall remain reserved.
4. Insofar, as the preconditions of subsection 3 exist, the risk of an accidental loss or the accidental deterioration of the goods shall pass to the buyer at the moment he is in default of acceptance or payment.
5. We are liable in accordance with statutory provisions if the respective contract of purchase and sale specifies settlement deal, as defined by Article 361 BGB (German Civil Code) or Article 376 HGB (German Commercial Code). We are also liable according to the statutory provisions to the extent that in case of a delay in delivery caused by us, the customer is entitled to enforce the claim that his interest in the further fulfillment of the agreement no longer exists.
6. Furthermore, we shall be liable, in accordance with legal provisions, if the delay in delivery is due to a deliberate intent or gross negligence; whereby, any fault of our representatives or vicarious agents shall be attributable to us. If the delay is not due to our intentional default of the contract, our liability for indemnity shall be limited to the predictable, typically occurring damage.

§ 4 Transfer of Risk – Cost of Packaging

1. Unless otherwise stated by the order confirmation, delivery is to be agreed on "Ex-Works" basis.
2. Shipping and transport packaging and any other kind of packaging, in accordance with the Packaging Ordinance, is not returnable, except for pallets. The buyer undertakes the responsibility of disposal of packaging at his own expense.
3. At the buyer's request, it is possible to arrange transport insurance, whose costs are transferred to the buyer.

§ 5 Warranty Claims

1. The buyer's warranty rights require that the buyer, according to § 377, 378 HGB (German Commercial Code), fulfils his obligations of inspection and duly notification of complaint about defects.

§ 6 Title Retention

1. We reserve the ownership of the purchased item until all payments resulting from the existing business relation with the buyer have been totally received. If the buyer is in breach of the contract, especially in the event of a default in payment, we are entitled to withdraw the purchased item. The withdrawal of the acquired object shall not be construed as termination of the contract, unless we have expressed this explicitly in written form. The withdrawal from the purchase contract takes place after a certain deadline set by us. The seizure of the purchased item by us means always withdrawal from the contract. After recovering the purchased object, we are entitled to sell it and apply the proceeds from its sale to the debt of the buyer – minus appropriate selling costs.
2. The buyer is obliged to handle the purchased item with care; he is particularly obligated to insure it sufficiently at replacement value, at his own expenses, against damage by fire, water or theft. If maintenance and inspection procedures are necessary, the buyer must perform these at his own expenses on the right time.
3. In case of seizure or other action by third parties, the buyer must notify us immediately in writing, so that we can take legal actions according to § 771 ZPO (German Code of Civil procedure). If the third party is unable to reimburse us with the court and out of court costs of a lawsuit according to § 771 ZPO (German Code of Civil Procedure), the buyer shall be liable for any loss we incur.
4. The Buyer is entitled to resell the purchased object in the ordinary course of business; however, the buyer transfers to us all claims to the amount of the invoice final amount (including VAT) of our claim that arises from reselling the goods to his customers or third parties, independently from the fact whether the goods are resold after further processing or without processing. The buyer is entitled to recover this claim after the assignment. Our entitlement to collect claims ourselves shall remain unaffected. However, we agree not to collect debts ourselves, as long as the buyer complies with his payment obligations from the proceeds collected, does not default, does not suffer any material deterioration of his financial situation and, in particular, if applications for the institution of bankruptcy, composition or insolvency proceedings have not been submitted and the buyer does not cease payment. Should this, however, be the case, we may demand that the customer discloses to us the assigned debt claims and the respective debtors, that he provides us all necessary information for collection, surrenders all appurtenant documents and that he notifies the debtors (third parties) of the assignment.
5. The processing or transformation of the purchase item by the buyer shall always be done on our behalf. If the object of sale is processed or transformed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to the value of the object (final total invoice including VAT) compared with value of the other objects used at the time of processing. This shall apply to the new resulting objects as well as to the objects delivered under reservation.
6. If the object of sale is indivisibly mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to the value of the object of sale (final total of invoice including VAT) compared with the value of the other objects used at the time they were mixed. If mixing is carried out in such a way that the object of the buyer can be regarded as the main object, it is understood that the buyer transfers proportionate co-ownership to us. The buyer shall hold the resultant fully or jointly owned article in safe custody on our behalf.
7. At Buyer's request, we undertake to release the securities to which we are entitled, as far as the realizable value of our securities exceeds the claims to be secured by more than 10%; the choice of securities to be released is within our scope of responsibility.

§ 7 Jurisdiction – Fulfilment place

1. Hamburg is the place of fulfilment and jurisdiction. We are also, however, entitled to sue the buyer at his location or place of business.
2. German law shall be applied.