

General terms and conditions

§ 1 Field of application

All our deliveries and services are based exclusively on these conditions. They are therefore also valid for all future business relations, even if they are not explicitly reconfirmed. Contrary or differing conditions of the contractor will not be accepted by us, unless we explicitly agreed to their validity in writing. Our terms also apply when we carry out unconditional shipments to customers, even though we were aware of the existence of clients' conditions which are contrary to or differ from our conditions.

Order confirmations of clients referring to his/her business or purchasing conditions are herewith overruled.

§ 2 Offer and contract conclusion

Our offers are without obligation and non-binding. Our prices are valid for a maximum of 6 months as from the date of quotation. The contract is valid when we give written confirmation of acceptance of the order (normally within 14 days) or when the shipment is been carried out. We are obliged to inform the vendor without delay in case we cannot accept the order. As to the volume and performance of our services, only our written order confirmation is relevant. If, by way of exception, an order confirmation is not submitted, the content of our quotation applies.

§ 3 Volume and delivery, performance period

In the case of customized parts, a surplus amount or a shortfall of up to 5% of the ordered quantity, with a minimum of 1 piece, is considered as fulfilment of the contractual obligation.

Agreed delivery periods are extended by the length of time the client needs to supply the documentation, material, approvals, clearances etc. which he is to provide.

The delivery time is considered as kept if the delivery object has left our premises or if dispatch or collection readiness has been communicated to the client prior to the termination of the delivery period.

Partial shipments or partial fulfilments are permitted and will be invoiced directly. Deliveries ordered "on call" have to be accepted at the latest 6 months after issue of the order confirmation.

Should the fulfilment of our obligations be hindered by the occurrence of unforeseeable incidents, which we could not avoid despite reasonable application of care in each individual case, the delivery period will be extended accordingly, disregardless of whether the incident happened in our plant or within the responsibility of our suppliers, in particular due to the intervention of civil services, breakdowns, industrial action, shipping delays of materials, etc.

If shipments or services become impossible due to the aforementioned reasons, we shall withdraw from the contract in full or partially. We commit ourselves to communicate the occurrence of such hindrances instantaneously.

If the delivery delay is longer than 3 months, the client will be entitled, after fixing an appropriate deadline, to withdraw from the contract as far as the fulfilment of the open volume beyond the deadline is concerned.

§ 4 Prices and payment

Prices do not include packing unless otherwise agreed. Those prices stated in our order confirmation apply plus currently valid VAT. The client is liable for shipment costs.

Unless fixed prices are agreed, goods and services are invoiced with list prices valid on the day of shipment.

We are entitled to request an adjustment of the prices quoted, if rising material prices or energy prices on the global market or if industrial agreements for wage increases are higher than 2.5 %.

Our invoices are payable in full within 30 days of the date of invoicing. If invoices amount to more than 100.00 Euro we allow a 2% discount for payments received within 10 days, but only if payment of older invoices is not overdue on the day of that particular payment. In such a case we are entitled to first settle outstanding liabilities of the client to the amount paid.

Balancing of client's counter claims or rights of retention are only possible if the counter claims are undisputed and legally valid. Should we become aware of circumstances which considerably question the client's credibility, we will be entitled to declare all open invoices payable, even if we have accepted cheques or bank drafts. In such cases we are also entitled to request security deposits. The client is only entitled to charge, hold back or reduce payments, even in those cases where complaints or counter claims have been made, if these claims have been legally confirmed and are beyond dispute.

§ 5 Transport, passing of risk and acceptance

In so far as no special agreements are made, the choice of packing and shipment as well as transport route and means of transport is entirely in our hands. Our shipment conditions are "ex-work".

As soon as goods leave our premises or are handed over to the person in charge of transport, or in the case of agreed collection, on provision of the goods, all risk is passed to the client. Transport insurance is arranged only at the clients' explicit request and at his charge.

§ 6 Warranty and limitation of liability

Warranty claims on the part of a client require that he checks the goods immediately on arrival or collection, at the latest however within 8 days, and that he gives written notice of detected defects.

Defective goods must be kept in the condition at the time the defect is found and must be held ready for inspection by us, or, at our request, the goods must be properly packed and returned to us.

Liability for normal wear and tear is excluded.

We explicitly reserve the right to make design changes, development-related changes or deviations, in so far as these alterations are not of basic nature and the contractual purpose is not considerably impaired. This also applies to remaining quantities of orders for which partial shipments were already made.

The client has the sole responsibility for drawings, jigs, samples or similar objects which he has to provide. If goods are produced according to a client's drawings, we are liable only for the execution in accordance with the drawing and for the use of the defined material or equivalent substitute material.

We do not accept any liability for material provided by the client.

As far as essential goods of third parties are concerned, our liability is only limited to the transfer of those liability claims which we are entitled to make against the supplier of these third party goods. Warranty is excluded if the client does not give us the possibility to carry out the appropriate actions, which we deem necessary, such as improvements / amendments or replacement shipments within an appropriate period. The same applies if the client or third parties carry out changes or repairs to the goods without our prior consent. Our liability does not include breach of duty through slight carelessness, as long as it does not concern essential contractual contents, damage due to impairment of life, body or health or guarantees, or else claims deriving from the product liability law are affected. The same applies to breach of duty by our auxiliary staff.

Liability for defects is limited to a maximum of 100000 € per claim.

Liability for defective parts and all claims resulting from this liability are subject to a limitation period of 6 months after the day of shipment and/or dispatch readiness according to § 3.

§ 7 Industrial property rights

The client declares explicitly that industrial property rights of third parties are not infringed by the provision of documents and samples by the client. The client exempts us from any claims of third parties in the case of breaches of such rights.

§ 8 Extended reservation of proprietary rights

The security measures listed below are granted to us until all receivables, which we are entitled to claim from the client for any present or future legal reasons, are settled, including all balance claims from current accounts. If clients' receivables exceed our outstanding accounts by more than 20%, the client may request the release of securities. In such cases, we are free to decide which security should be released.

The products remain our property; processing or alterations are made always for us as manufacturer, however without any obligation on our part. Should our property rights cease due to integration, it is herewith already agreed that the (partial) property rights of the client on the whole unit will be transferred to us to the value of the invoice. The client will store our (partial) property at no cost. Products for which we can claim (partial) property rights are called "privileged property" in the following. The client is entitled to process and sell the privileged property during the course of orderly business transactions as long as he is not in arrears. Pledging or transfer of security titles is not accepted. Any claims arising from the sale of privileged property or any other related legal reason with regard to claims originating from privileged property including all balance claims from current accounts are hereby already transferred to us from the client in full for security purposes. The client is revocably authorized by us to make the transferred claim in his own name. This authorization can only be revoked if the client does not comply with his payment liabilities against us in an orderly manner.

In the case of access to the privileged property by third parties, the client shall indicate our property rights and shall inform us instantly.

In the case of non-compliance to the contract on the part of the client, in particular in case of payment delay, we are entitled to withdraw the privileged property or, if applicable, to demand the transfer of the client's restitution rights against third parties. The withdrawal or seizure of privileged property by us does not constitute a cancellation of the contract.

§ 9 Applicable law, place of performance, place of jurisdiction, partial invalidity

Place of performance and place of jurisdiction is Speyer. German law is applicable.

Should one part of these terms and conditions or one part in connection with other agreements be or become invalid, the validity of all other terms or agreements are not affected.