

General Terms and Conditions

1. Validity of the conditions

Our supplies, services and our proposals are made exclusively on the basis of our General Delivery, Sales and Payment Conditions. These conditions apply as approved not later than the acceptance of the goods or services, also for future business relationships. Deviating conditions of purchase and counter confirmations from the purchaser will be contradicted. If contradictions exist in the customer's own commercial conditions, then the legally valid ruling applies. Verbal agreements are binding only after their confirmation in writing.

2. Proposals

All parts of our proposals are without obligation and are subject to alteration. The acceptance of contracts becomes effective by means of delivery of the goods or by means of our written confirmation, which is also necessary for amendments, alterations or supplementary agreements. The types to be delivered correspond to the specifications and designs in the respectively valid catalogue. We expressly reserve the right to perform without notice design changes to the deliveries included in the framework of this contract.

3. Prices

The prices stated in our confirmations of order are the valid prices. They apply ex-works excluding packing. We however reserve the right to apply appropriate price increases in the event of increases to the prices of raw materials or labour costs.

4. Deliveries and delivery schedules

Delivery is made ex-works at the risk and cost of the purchaser. This also applies when the delivery is performed using the supplier's own transport. The confirmed delivery date has been met when the goods leave the factory or warehouse or notice has been given of readiness for despatch. If a delivery is delayed beyond the promised date by more than three weeks, then the purchaser can grant an additional period of three weeks. After the expiry of this additional period of time, he can withdraw from the contract if notice of readiness for despatch has not been given or the delivery has not been despatched. Delays to deliveries caused by force majeure or due to events which hinder or make the delivery by the supplier impossible - this includes difficulties which occur retrospectively with the procurement of materials, operational disturbances, strikes, lockouts, staff deficiencies, delays by customs and import formalities, even if they occur at our subcontractors - are not our responsibility. They entitle us to postpone the delivery by the duration of the hindrance and also a reasonable run-up time, or to withdraw from the contract in whole or in respect of the part of the order that has not been fulfilled. Insofar as such a hindrance to the delivery extends beyond a period of 6 weeks, then the purchaser is entitled to withdraw from the contract with regard to the part of the order that has not been fulfilled after granting a reasonable additional time period.

5. Packing

Packing materials will be invoiced at cost price. Insofar as special packing is necessary or specified by the purchaser, then the special packing and any additional delivery or service, especially assembly services, will be invoiced separately.

6. Payment

The invoices are to be paid as agreed. We must reserve the right to accept bills of exchange on a case by case basis. Bank discount and other exchange fees are at the cost of the payee. If the purchaser is in delay, a charge will be made at 2% above the discount rate of the German Federal Bank plus expenses. The interest is due immediately. The purchaser is entitled to offset only if the counter-claim is not disputed or has been determined by force of law. The purchaser however remains obliged to accept the ordered goods also in the case of default on the terms of payment.

7. Delivery quantities and complaints

A delivery quantity exceeding or short of the contractually agreed quantity is permissible within a tolerance of 10%, if this is necessary due to the nature of the goods or the respective delivery units. The actually delivered quantity serves as the basis for the calculation of the price. We reserve the right to make partial delivery of supplies and services any time within the agreed delivery period. Notice of complaints relating to faults is to be given to us in writing without delay, but not later than 10 days after receipt of the goods.

8. Retention of title

We retain a lien on all goods until each and every claim (also balance claims) against the purchaser, now or in future, has been duly satisfied (reserved goods). Every processing or transformation is always performed on our behalf as manufacturer, however without any obligation for us. If our (co-) ownership becomes defunct by means of incorporation into an end product, then it is agreed herein, that the proportionate value (invoice value) of the (co-) ownership of the purchaser in the end product will be transferred to us. The purchaser will store our (co-) owned goods without cost to us.

The purchaser is entitled to process and to sell the reserved goods in the normal course of business only if he is not in delay. Goods may not be pledged or given as security. The purchaser transfers to us herewith as a precautionary measure all claims resulting from the resale or any other legal reason (insurance, tort) connected to the reserved goods. We revocably authorise him to collect, to our account and in his name, the claims transferred to us. The purchaser will disclose the transfer of rights at our request and submit to us the necessary information and documents.

If third parties assert the reserved goods, the purchaser will draw attention to our property and give notice to us without delay. Costs and damages are to be paid by the purchaser. If the purchaser is in breach of contract - especially for delay of payment, we are entitled to take back the goods with the purchaser bearing the cost of same or alternatively to require the assignment of the purchaser's right to demand return of the goods from third parties. The reclamation and the seizure of the reserved goods by the supplier does not represent a withdrawal from the contract. Insofar as the value of the above collateral sustainably exceeds our claims by more than 20%, we will release collateral at our option at the request of the purchaser.

9. Warranty and liability

If the delivered goods are defective, or lack the characteristics promised in the confirmation of order, or become defective within the statutory warranty period due to production errors or faulty materials, then we will - at our choice - repair or replace the product without charge, under exclusion of all further claims in accordance with the following conditions:

- The warranty period is 24 months and commences on the date of delivery.
- To claim his warranty rights, the purchaser must examine the consignment for transport damage without delay after delivery and notify us immediately of any damage or losses by means of a status report prepared by the forwarding agent, or a statutory declaration, which must be signed by two witnesses and by the customer.
- Furthermore, obvious defects must be notified to us in writing without delay, but not later than two weeks after delivery.
- The defective products are to made available for our inspection, in the condition prevailing at the time that the defect was established. Non-compliance with any of the above obligations excludes all warranty rights.
- After the failure of the repair or replacement, the purchaser is entitled to request cancellation of the purchase order or a reduction in price under exclusion of all further claims.
- No warranty claim can be made for defects resulting from unsuitable or incorrect use, incorrect installation or bringing into service and other circumstances caused by the purchaser.

10. Fulfillment location

The location of fulfillment is Tittmoning. The Court of Jurisdiction is agreed to be Traunstein. This also applies to preliminary case questions, for actions for damages after tort, cheque and bill of exchange actions.

11. Final clause

If any provision of this contract or ruling of these commercial conditions are void in part or in whole, then the legal ruling applies. The remaining part of the conditions shall remain unaffected.