



General Terms and Conditions of Sale and Delivery

1. Principles / Scope

1.1. Our conditions of sale and delivery apply exclusively. We do not recognise any conditions of the vendor that conflict with or deviate from our conditions of sale and delivery unless we have expressly consented to their applicability in writing. Our conditions of sale also apply without reservation if and when we make delivery to the purchaser while being aware of any conditions of the vendor that conflict with or deviate from our conditions of sale and delivery.

1.2. Our conditions of sale apply only to companies in accordance with Sections 14 and 310, Subsection 1, of the German Civil Code (BGB).

1.3. Our conditions of sale also apply to all future transactions with the purchaser.

2. Quotes / Orders / Concluding Contracts

2.1. Our quotes are subject to alteration without notice and constitute solely a request to the purchaser to submit a quote.

2.2. If an order constitutes a quote within the meaning of Section 145 of the German Civil Code (BGB), we may accept it within two weeks (confirmation of order).

3. Conditions of Delivery / Incoterms

3.1. The provisions set out in the confirmation of our order apply to the delivery of the goods.

3.2. Deviations from the contents of the Incoterms used by us and modifications thereto will be attached to the confirmation of our order and will be binding on both parties to the contract.

4. Delivery Period / Self-Supply / Arrears in Acceptance

4.1. Delivery periods stated by us begin only when all, and in particular technical, matters have been clarified. Compliance with our obligation to deliver also presupposes that the purchaser has fulfilled its obligations in a due and timely fashion. We reserve the right to use the defence of non-fulfilment of contract.

4.2. Our obligation to deliver is subject to on-time delivery by our own suppliers. Should we not be supplied as the result of circumstances for which we are not responsible after the contract has been concluded, we will be entitled to cancel the contract by unilateral declaration to the purchaser. The contract will remain valid in respect of deliveries already made. Deposits paid on deliveries not yet made will be reimbursed to the purchaser. We will inform the purchaser immediately if any service is not available.

4.3. If the purchaser falls into arrears of acceptance or if it culpably breaches other obligations to assist, we will be entitled to demand reimbursement for any loss or damage arising as a result, including any extra expenses. We reserve the right to assert any further claims, in particular for compensation.

4.4. If the prerequisites for circumstances in No. 4.3. above exist, the risk of any coincidental loss or coincidental worsening in the condition of the goods purchased will transfer to the purchaser if it (the purchaser) falls into arrears of acceptance or payment.

5. Conditions of Payment / Offsetting

5.1. Unless otherwise stated in our confirmation of the order, the purchase price and any ancillary charges will be due for payment without deduction within 10 days of the date of the invoice. The provisions of the German Civil Code (BGB) apply to arrears of payment.

5.2. The purchaser may only offset its own undisputed or legally determined claims against our claims.

6. Retention of Title

6.1. The goods as delivered remain our property until payment of the purchase price has been made in full, together with all claims arising from the entire business relationship with the purchaser.

6.2. The purchaser is entitled to resell the goods delivered in the course of normal business. It immediately transfers to us all claims of the final amount of the invoice of our claims accruing to it (the purchaser) from the resale against its purchasers or third parties. We accept this transfer. The purchaser remains authorised to collect the amount of this claim following transfer. Our authority to collect the amount of this claim ourselves remains unaffected. However, we undertake not to collect the amount of the claim as long as the purchaser continues to fulfil its payment obligations from the proceeds received, does not fall into arrears of payment and, in particular, has not submitted any application for the opening of insolvency proceedings. If the purchaser fails to fulfil any one or more of these conditions, the purchaser will be required to reveal to us the claims transferred, the name of the party owing them, supply us with all information required for collecting these claims, hand over the necessary documentation and inform the debtor / the third party of the transfer in our favour.

6.3. If a claim is distrained and if third parties intervene in any other way, the purchaser will be required to inform us in writing immediately so that we can, if necessary, institute legal proceedings in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Should the third party not be able to reimburse us for court costs and extra-judicial costs of legal proceedings in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the purchaser will be liable for our loss.

6.4. If the purchaser requests, we will release any security owed to us if the realisable value of such security exceeds 10% of the value of the claims. The selection of the security to be released will be made by us.

7. Inherent Nature of the Goods

7.1. The goods will be delivered in the condition usual in business.

7.2. Otherwise, the provisions of Section 434 of the German Civil Code (BGB) will apply in respect of freedom from defects of the goods delivered by us.

8. Inspecting Goods / Notice of Defects

8.1. The purchaser is required to inspect the goods for defects immediately after delivery by us.

8.2. Obvious defects recognisable by simple visual inspection must be notified immediately after the goods are delivered by means of an exact description on the freight documents or in a telefax addressed to us.

8.3. Other defects discovered during inspection must be notified to us immediately. Defects not discovered during inspection and which appear later must be notified to us immediately after discovery.

8.4. Defects must be notified to us in writing, via email or in text form. This will not affect the provision in No. 8.2.

8.5. The purchaser will lose all guarantee claims if it fails to notify us on time of defects in the goods as delivered and in the form described above unless we have fraudulently concealed them.

9. Guarantee

9.1. In cases where justified defects are notified to us in a timely fashion, we will supply replacement goods free of charge (supplementary performance) or we will issue a credit note in the amount of the reduced value of the goods. The choice of action in such cases will be ours.

9.2. In cases where supplementary performance fails, the purchaser remains entitled to reduce the purchase price or, at its option, to cancel the contract.

10. Compensation

10.1. We will be liable in accordance with the law for culpably causing death, bodily injury or harming health.

10.2. Our liability for typically-occurring, foreseeable damage is limited to other damage resulting from culpable breach of contractual obligations.

10.3. In cases of premeditation or gross negligence we will only be liable for other damage resulting from the breach of obligations not essential to the contract. In cases of unintentional breaches of obligations, our liability will be limited to foreseeable, typically-occurring damage.

10.4. Any further liability for compensation other than that foreseen in 10.1. to 10.3. will not be accepted. This will apply in particular to damages claims resulting from fault at the time the contract is signed, to other breaches of obligations or to tortious claims.

10.5. If we are not liable for damages or are only liable to a limited extent, this will also apply to personal liability for damage caused by our employees, representatives and agents.

11. Applicable Law / Place of Jurisdiction / Place of Fulfilment / Translation

11.1. The law of the Federal Republic of Germany applies. The provisions of the UN Convention on the International Sale of Goods (CISG) are not recognised.

11.2. Place of jurisdiction is Hanover, Germany.

11.3. Unless other stated in the confirmation of the order, the place of fulfilment is Hanover, Germany.

11.4. Should there be deviations or differences of opinion as the result of the translation of the German-language version of these Conditions of Sale and Delivery into another language, the German-language version will be authoritative.