

§ 1 Validity of the terms and conditions

1. Our deliveries, work and quotations are based exclusively on the basis of these terms and conditions for entrepreneurs, legal entities under public law and investment funds. These consequently also apply for all future business relationships, even if they are not specifically agreed upon each time. These terms and conditions shall be deemed accepted at the latest with the acceptance of products or performance. An acknowledgement of the purchaser making reference to his own terms and conditions or terms of purchase will not be accepted by the seller.
2. Changes of these terms and conditions are only valid if we accept them in writing.
3. Written form is required for all legal declarations. The simple electronic form (§ 127 III BGB) does not replace the written confirmation. Necessary is the qualified written procedure (§ 126 a BGB).

§ 2 Quotations and contracts

1. Our quotations are subject to confirmation and are not binding. Acknowledgements and all orders only become valid and binding after having been confirmed by us in writing or email, mail or fax. The same is true in case of additions, alterations or supplemental agreements.
2. Drawings, photos, dimensions, weights or other data are only binding if this has been agreed upon in writing.
3. Should the products delivered by the seller be specified for further distribution, then the purchaser/reseller is obligated to ensure that he and the additional buyers create sufficient records on the destination of the products and keep them for the entire life span of the products.

§ 3 Prices

Our prices of quotations and price lists are quoted in EURO ex works Emmingen-Liptingen, without packing material, VAT and freight. Prices are invoiced as of the day of shipment. If applicable, VAT will be added to the prices in the respective legal amount.

§ 4 Delivery and time of performance

1. The dates and deadlines named by us are not binding, unless something else has been stipulated in writing.
2. Partial deliveries are permissible if they are reasonable for the purchaser.
3. In case the seller cannot fulfill the delivery time due to acts of God, labor dispute or other unforeseen circumstances outside of our sphere of influence, the delivery time shall be reasonably extended. This is also valid if the circumstances arise with sub-suppliers. Nor are we liable for the preceding circumstances, if they arise during an already existing delay.
4. The purchaser can withdraw from the contract without setting a grace period, if the complete performance ultimately becomes impossible before the transfer of the risk. Furthermore, the purchaser can withdraw from the contract if in the order, the execution of a portion of the delivery becomes impossible and if he has a justified interest in the rejection of the partial delivery. If this is not the case, then the purchaser must pay the contract price due for the partial delivery. The same applies to our incapacity. In addition, the following regulation applies to the scope of liability pursuant to § 11.
5. In so far as we are responsible for non-compliance with binding deadlines and dates agreed upon or if we find ourselves in delay, the purchaser has a claim to delay compensation to the amount of 1% for each completed week of delay, however, a total of no more than up to 10% of the value of the deliveries and services affected by the delay. Any additional claims are excluded, unless our delay is based at least on gross negligence.

§ 5 Custom-made productions

The calculation of the prices for custom-made productions is based on our quotation, otherwise in addition to the additional expenditure. Specially finished articles can not be returned. The revocation of orders involving custom-made productions is only possible with our express written agreement. We are not obligated to inspect samples, drawings or other documents of existing trademark rights relinquished for the custom-made productions. The responsibility therefor rests solely with the purchaser. If we incur disadvantages on account of the purchaser infringing upon the trademark rights of third parties in custom-made productions pursuant to his order, we can demand payment of the damage accruing to us from the purchaser or - if we decide so - we can demand indemnification from the third party.

§ 6 Dispatch / transfer of the risk

All risks transfer to the purchaser as soon as the shipment has been handed over to the person carrying out the actual transportation or as soon as the shipment has left our warehouse. This also applies to partial deliveries. In case shipping is delayed or becomes impossible without our fault, the risk and liability transfers to the purchaser with the notification of readiness for dispatch. We are authorized to insure the shipment at the purchaser's cost against breakage, transportation and fire damage, as long as the purchaser does not expressly decline this insurance.

§ 7 Warranty

For material and legal defects of the shipment, we guarantee to the exclusion of additional claims – subject to § 11 – as follows:

Material defects

1. At the transfer of the risk, defective parts must be repaired or new parts delivered without compensation, at our option. Every defect must be immediately reported to us in writing, the defective part must be sent to us free of freight and postage. Replaced parts become our property.
2. We must be provided the necessary time and opportunity to undertake all necessary repairs and replacement deliveries, otherwise we are released from liability for consequences arising therefrom. Only in urgent cases of the endangering the operational safety and for the defense of disproportionately major damages is the purchaser authorized to repair the defect himself or through third parties and to demand compensation of the expenditures. In this case we must first be given the opportunity for repair or the delivery of replacement parts.
3. We will bear the costs of replacement parts including shipping free border of the costs directly arising from the repair or the delivery of replacement parts – to the extent that the complaint is found to be justified. All remaining costs shall be borne by the purchaser.
4. The purchaser is authorized to withdraw from the contract within the framework of the legal regulations. If only minor defects are present, the buyer has only the right to reduce the contract price. Otherwise, the right to reduction is excluded.
5. In particular, no warranty will be assumed in the following cases: Use which is unsuitable, improper or not in accordance with the contract, incorrect assembly or operation by the purchaser or third parties, natural wear, incorrect or negligent handling, improper maintenance, unsuitable equipment, changes undertaken to the delivered object without our prior consent, chemical, electrochemical or electrical influences, to the extent that we are not responsible for them.
6. We are not liable for consequences arising from improper delivery or replacement delivery by the purchaser or a third party.
7. Parts or material delivered by the purchaser for processing or as supply for the execution of an order will not be inspected by us for obvious defects.
8. Only the direct purchaser is entitled to warranty claims and they are not assignable. Warranty claims for used goods are excluded.

Legal defects

9. If the use of the delivered object infringes on commercial or trademark rights, we will procure the right to continued use for the purchaser at our own costs or will modify the delivery object for the purchaser in a reasonable manner so that the infringement of property rights no longer exists.

10. If this is not possible under reasonably economic conditions or within a reasonable period of time, we, as well as the purchaser, are both authorized to withdraw from the contract.
11. In addition, we will indemnify the purchaser from uncontested or legally established claims of the owner of the trademark right.
12. The obligations named in clauses 7.9 to 7.11 are – subject to § 11 – definitive for the case of the infringement of trademark and copyrights and only exist, if
 - the purchaser immediately informs us of asserted trademark or copyright infringements,
 - the purchaser supports us in a reasonable amount in the defense of asserted claims or makes the execution of modification measures pursuant to clause 7.9 possible for us,
 - all defensive measures, including extra-judicial provisions, remain reserved to us,
 - the legal defect is not based on a directive of the purchaser and
 - the infringement was not caused by the fact that the purchaser himself modified the delivered object or has used it in a manner not in accordance with the contract.

§ 8 Retention of title

1. We reserve the ownership to the delivered objects until complete payment of the purchase price has been made and until all additional requirements from the existing business relationship with the purchaser have been fulfilled.
2. The reserved property may not be pledged, assigned in advance or otherwise encumbered with the rights of third parties. The purchaser is authorized to resell and combine the goods with other movable parts only within the scope of his orderly business operations. The purchaser must take care that our retention of title continues as far as possible and must assign to us the claim for payment of the purchase price. This also applies to the full amount with the respect to his customer if the delivered goods have been processed. We hereby accept such assignment. The purchaser must name the customer upon request.
3. At the request of the purchaser, we shall release security interests, to the extent that the security value exceeds the value of the claims to be secured by more than 10% and that the security interest is divisible.

§ 9 Payment

1. Unless otherwise agreed, our invoices are payable within 8 days after the date of invoice with a 2% cash discount or within 30 days after the date of invoice without discount. Repair invoices are immediately due and payable without discounts.
2. We are authorized to credit payments to earlier debts of the purchaser, despite differently phrased provisions of the purchaser. If costs and interest have already accrued, we are authorized to first credit payments to the costs first, then to the interest and finally to the main payment.
3. A payment shall only be deemed to have been made when we can take possession of the amount. With regard to checks, payment shall only be deemed to have been made when the check is cashed.
4. If the purchaser defaults, we are authorized from this point in time to charge interest in the amount of the interest rate charged by commercial banks for open overdraft credit plus the statutory VAT. However, in any case this will be 8% over and above the respective base interest rate, pursuant to § 288 II BGB (German Civil Code).

§ 10 Advance payment and provision of security

If the financial circumstances of the purchaser deteriorate substantially after conclusion of the contract or if justified doubt regarding the purchaser's willingness to pay results, we are authorized to require advance payments or the provision of security for our deliveries, at our option.

§ 11 Limitations on liability

1. We shall only be liable if the damage was caused by gross negligence and only in the amount of the value of the defective portion of the contract, unless unlimited liability exists under mandatory legal provisions.
2. If the delivered object can not be used by the purchaser in accordance with the contract either through our fault as a result of omitted or erroneous recommendations or advice or through the infringement of other contractual collateral liabilities – in particular instructions for the operation and maintenance of the delivered object – the provisions of § 7 shall correspondingly apply to the exclusion of additional claims by the purchaser.
3. For damages not occurring directly to the delivered object, we shall be liable – regardless of legal grounds - only
 - in case of intent
 - in case of gross negligence of the owner, the bodies or managing employees
 - in case of culpable injury to life, body and health
 - in case of defects, which we fraudulently keep secret or whose absence we have guaranteed
 - in case of defects of the delivered object, to the extent that we can be made liable under the product liability law for personal or property damages to privately used objects.
4. For culpable infringement of material contract obligations, we shall also be liable for gross negligence of non-managing employees or slight negligence. In the latter case this will be limited to the reasonably foreseeable damages that are typical under the contract.
5. Further claims are excluded.

§ 12 Statute of limitations

All claims of the purchaser - regardless of legal grounds – expire after 12 months. For intentional or malicious conduct, as well as with claims under the product liability law, the statutory periods shall apply.

§ 13 Return of goods

Goods may be returned/exchanged within 2 weeks after receipt. The condition for this is that the purchaser must return the goods in their original packaging, without labeling or stickers, with an indication of the reason. The goods must be returned to us free of charge. Custom-made productions, revisions, discontinued models as well as items that are not listed in the sales documents of the seller are generally excluded from return.

§ 14 Data storage

The purchaser agrees that his data relevant for the execution of the contract will be stored by us.

§ 15 Export to the USA and Canada

1. We forbid the direct and indirect export of our products to the USA and Canada.
2. The purchaser shall indemnify us from all claims that are raised against us from the US and Canada as a result of the export to these countries, even if we agree to such export.

§ 16 Applicable law / place of jurisdiction / severability

1. All legal relationships between us and the purchaser are exclusively subject to the law of Germany for the legal relationships of domestic parties among each other. However, the application of the uniform UN purchasing convention or other conventions regarding the law of the sale of goods are excluded. If this is not recognized by foreign purchasers, the application of the uniform UN purchasing convention between the parties is agreed to.
2. As far as legally permissible, Emmingen-Liptingen is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. If a provision in these terms and conditions or a provision within the framework of other agreements be ineffective or become so, the validity of all other provisions of agreements will not be affected thereby.