1. Scope
1.1 Our deliveries, services and offers are exclusively carried out according to the Terms and Conditions set out below. They shall also apply to all future business relations without any need of further express agreement and shall take precedence over any documents, agreements or other orders or offers received from the Customer. Any deviating terms and conditions of the Customer not accepted by us in writing shall not be binding to us, even if we do not expressly object to them.

2. Offer and Conclusion of Contract
2.1 Our offers are made without obligation.
2.2 The documents belonging to the offer, such as drawings, pictures,way bills, quoted prices and delivery times, are a legal alternative to the written form requirement.
2.3 We reserve title and copyright to the documents belonging to the offer, such as drawings, etc., it is not allowed to provide them to third parties for separate use or any utilization or exploitation whatsoever.
2.4 The contract shall be concluded only upon our written acknowledgement of order, provided that a written acknowledgement of order is made out. In this case it is authoritative for acceptance, scope and execution of the contract.
2.5 Electronic signatures according to the current state of the art and in compliance with the relevant statutory provisions are admissible for the coming into effect of a conclusion of or amendment to the contract and a legal alternative to the written form requirement.
2.6 We reserve the right to introduce procedural changes due to technical progress or practical requirements.
2.7 Collateral agreements, supplements, and amendments to the contract require our written confirmation to become effective. This also applies to the annulment of this written form requirement.

3. Deadlines and Time Limits
3.1 Deadlines and time limits for performance are subject to the mutual agreements in writing.
3.2 Prerequisite for the compliance with time schedules, however, is the timely receipt of the documents, the required approvals and releases provided by the Customer, the timely clarification and approvals of the plans and the adherence to the agreed terms of payment and other obligations under the existing contractual relationship. If these conditions are not satisfied in good time, the stipulated periods shall be extended by a reasonable length of time taking into consideration our time schedules.
3.3 Times for performance are deemed to be complied with if the delivery items, which have not to be assembled, are operational and, depending on the size of the orders, dispatched to the agreed place of delivery or their readiness for collection has been notified within the period fixed. If the deliverables have to be assembled, the times for performance are deemed to be complied with if the deliverables have arrived at the installation site within the period fixed.
3.4 If delivery is delayed for reasons the Customer is responsible for, the times for performance are deemed to be adhered to if readiness for shipment, collection or delivery has been notified within the period fixed.
3.5 In cases of force majeure and other unforeseeable impediments beyond our control which cannot be overcome by reasonable expenses (e.g. operational breakdowns, strikes, lock-outs, interventions by authorities, energy and raw material shortage, etc.), the time for performance shall be extended appropriately if we are prevented from fulfilling our obligation in due time.

4. Delivery and Passing of Risk
4.1 The risk passes to the Customer upon delivery of the items to the agreed place or handing over of the items to the forwarding agent or to another person ordered to carry out the shipment.
4.2 The Customer has to accept our deliverables if they are without visible defects or if such defects relate only to an insignificant part of the deliverables. Customer's rights to demand removal of the defects are not affected thereby.

7. Retention of Title
7.1 The following securities are granted to us until all accounts receivable (including balances receivable) due to us from the Customer now or in future, whatever the legal basis may be, have been settled. Upon receipt of payment we shall unblock these securities at our discretion completely or partially.
7.2 The goods remain our property until the receivables according to paragraph 7.1 have been settled. Processing or modification of the goods by the Customer shall always be effected on our behalf as the manufacturer, but without any obligation on our part. If our (co-)title expires due to combination, mixing or processing, it is already now agreed that the (co-)title of the Customer in the new product devolves upon us in the ratio of the value of goods supplied by us (invoiced value). The Customer shall hold our (co-)title in safe custody free of charge, Goods, in which we have a right to (co-)title, are hereinafter referred to as goods under retention of title.
7.3 The Customer shall be entitled to process and sell the goods under retention of title within the ordinary course of business unless it is in payment default. In particular, pledges, assignments as security, or the sale and leaseback procedure are inadmissible. The Customer hereby assigns to us in full extent by way of security all receivables from the resale or from any other cause in law (insurance, torts) in respect of the goods under retention of title. We authorise the Customer, until revoked, to collect the receivables assigned to us for its account and in its own name. At our request, the Customer shall disclose the assignment, furnish the necessary information, and submit all essential documents.
7.4 In the event of any third party action aimed at obtaining the goods under retention of title, the Customer shall notify us in writing of such action and immediately inform us about such action. The Customer shall defray the costs and accept responsibility for the damage resulting in connection with any third party action aimed at obtaining the goods under retention of title.
7.5 We may revoke the authorisation to dispose of the goods under retention of title and the authorisation to collect the receivables assigned to us at any time, if the Customer is in breach of any obligation owed to us.
7.6 In the event of the Customer acting in breach of contract – in particular in the case of default of payment - we are entitled to take back the goods delivered under retention of title at Customer's expense or, where appropriate, to demand assignment of the Customer's claims for resale to goods from third parties. Any repossession or attachment of the goods delivered under retention of title shall not involve a rescission of contract - unless the Consumer Credit Law applies.

8. Warranty
8.1 Within the scope of the following provisions we guarantee that, at the time of passing of risk or of delivery, the products delivered and services rendered are free of defects that would reduce the value or restrict the suitability in normal use of the goods or services or in their use agreed according to contract.
8.2 All products and services proving a defect during the warranty period, shall - at the discretion of the Supplier - be subsequently improved free of charge, re-supplied or performed afresh, provided that the cause of such defect is based on a material or legal defect which existed already at the time of passing of risk. Wear and tear by normal use and defects caused by improper use, improper handling, transport and storage, respectively, as well as by non-observance of manufacturer's, mounting or operating instructions, are not warranted.
8.3 Unless otherwise agreed in writing, the details about our products, in particular illustrations, drawings, technical data and references to standards and specifications contained in our catalogues, do not represent any guarantee regarding quality and durability, but are only descriptions or markings. This applies mutatis mutandis to the delivery of samples and specimens.
8.4 The Customer shall inspect the goods immediately after delivery, even if samples and specimens had been provided beforehand, and notify us in writing without delay of any defects, including hidden defects, or differences in quantity. Otherwise, the goods shall be deemed as accepted, unless defects are concerned that could not be detected during the inspection.
8.5 The warranty period shall be agreed and begin individually upon contract conclusion.
8.6 The costs accruing by any unjustified notices of defects shall be borne by the Customer. Lump-sum cost burdens for notices of defects given by Customers shall not be accepted.
8.7 Insofar as we act as a Supplier of materials or parts to our Customers, we are not subject to any liability according § 478 of the German Civil Code (BGB).
8.8 Further claims are excluded, unless otherwise stipulated in these Terms and Conditions of Sale.

9. Limitation of Liability
Claims for damages, whether the legal ground may be, are excluded against us as well as against our legal representatives and vicarious agents, unless in cases of willful misconduct or gross negligence. The legal liability remains unaffected; on principle, the liability is limited in reason and amount to the foreseeable typical damage.

10. Packaging and Shipment
The goods are packed subject-specifically and according to commercial points of view. If company-owned packing or rented containers are used, the Customer or its transport agents have to send them back to us without delay.

11. Place of Performance, Place of Jurisdiction
11.1 The place of performance for both parts of the contract and for all rights and duties, is our place of business.
11.2 The place of jurisdiction for all disputes arising from any business under these General Conditions is also our place of business, for legal actions taken by us as well as for such taken against us.

12.1 The relations between the Customer and us are exclusively governed by the law of the Federal Republic of Germany.
12.2 The applicability of the Conflict of Laws Provisions, as well as of the UN Sales Convention is excluded.
12.3 Should any provision of these General Conditions or a provision within the framework of other agreements be or become invalid or impracticable, the validity of the other provisions or agreements shall not be affected hereby. The invalid or impracticable provision shall be replaced by a valid provision that most closely reflects its economic intent.