

General Terms of Sale and Delivery As of March 2023

I. Scope of Application

1. These General Terms and Conditions of Sale and Delivery apply exclusively. Deviating or conflicting terms and conditions are not accepted by us unless we have explicitly agreed to them in writing.
2. These General Terms of Sale and Delivery only apply to business customers, corporate bodies under public law or special fund under public law as defined by § 310 sec. 1 German Civil Code (BGB).
3. The following order applies regarding all elements of the contract between us and the purchaser: (a) The provisions of the respective order confirmations and any other individual agreements, (b) the provisions of these General Conditions of Sale and Delivery. In the event of discrepancies, the priority is determined by the order of the above enumeration. In cases of doubt, the specific provision is decisive. There is no discrepancy in the aforementioned sense if a subordinate contractual basis amends or substantiates a previous one.

II. Order and order confirmation

An order placed by a customer only becomes binding if confirmed by us in text form (order confirmation or invoice).

III. Proprietary rights and copyrights resulting from documents

Drawings, sketches, specifications, models, samples, and other documents remain our exclusive property. They are entrusted only for the agreed purpose and may not be used for any other purpose. Copies or other reproductions may only be produced for the agreed purposes. Neither originals nor duplicates may be handed over to other parties without our explicit approval. They are to be returned immediately upon our request, including any copies and transcripts that may have been produced. We reserve the copyright to the documents.

IV. Prices and payment

1. The prices stated in the order confirmation apply. If no prices are stated in the order confirmation, the prices currently valid at the time of the order confirmation in accordance with the price list apply. All prices are net prices in EUR and are subject to the applicable statutory value added tax. The net prices are ex stock. Shipping and packaging costs are payable by the customer.
2. The following applies to delivery periods of more than two months: If the price at the time of delivery has increased due to a change in market prices for the calculation of relevant costs, for example material, energy, transport, external labour, third-party services, etc., the resulting higher price applies, unless a fixed price is expressly confirmed in the order confirmation.
3. The purchase price is due for payment net within 30 days from the date of invoice. Default interest amounting to annually 9% above the base interest rate is charged after the due date. We reserve the right to assert further claims for damages caused by delay in payment.
4. All price information contained in price lists, brochures, advertisements on trade fair stands, circulars, advertising mailings and/or other information material is non-binding unless it is expressly confirmed as a firm price in an order confirmation.

V. Offsetting, retention

The purchaser is only entitled to set-off insofar as the counterclaims are acknowledged, undisputed or established in law. The purchaser is only entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship.

VI. Delivery

1. Delivery requires the timely and proper fulfilment of the purchaser's obligations. The right to invoke non-fulfilment of the contract is reserved.
2. In the case of default of acceptance or another culpable breach of obligations to cooperate on the part of the purchaser, we are entitled to compensation for damages resulting therefrom, including possible additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the goods is transferred to the purchaser at the time of default of acceptance or the other breach of duties to cooperate.
3. The delivery items may only be used for the stipulated purpose and area of application.
4. The delivery period is extended by the time until the customer has provided us with any information and documents required for the completion of the order and has fulfilled any obligations incumbent upon the customer. This applies in particular, but not exclusively, if the customer orders special tools.
5. All deliveries agreed are subject to correct and timely delivery to us. We are obliged to inform the customer immediately if deliveries to us are not available. Furthermore, we are obliged to immediately reimburse the customer for any payments and services already paid by the customer if we are unable to deliver to the customer due to the failure of our own suppliers to deliver.

VII. References to regulations governing market conduct

Our products meet the legal standards for their availability on the market and their intended commissioning, use and placement on the market. Our products are guaranteed to comply in particular with the basic labelling, safety, and health protection requirements applicable to them in the Federal Republic of Germany, the European Union and all countries with which we maintain business relations. We however advise that in the international movement of goods, there may be additional requirements for labelling, marking and certification, obligations to provide packaging information, obligations to present import licences, obligations to obtain permits, distribution restrictions and/or import bans as a result of national customs and import regulations.

We specifically advise that in the event that our product contains the heavy metal "cobalt" as a chemical element, this may only be resold for indirect or direct provision, marketing, trade and use in the State of California, U.S.A., if the provisions of the so-called California Proposition 65 are complied with. In view of possible health risks from product compositions, the California Proposition 65 particularly includes but is not limited to further warning and identification obligations and other provisions regarding the handling of such products. Companies doing business in California (USA) must be aware of and comply with California Proposition 65 guidelines. Please refer to <http://www.P65Warnings.ca.gov> for the details pertaining to Proposition 65 and any obligations noted there that must be observed.

VIII. Transfer of risk and shipment

If the goods are shipped at the request of the purchaser, the risk of accidental loss and accidental deterioration of the goods transfers to the purchaser at the time of shipment.

IX. Retention of title

1. The goods remain our property until full receipt of all payments. We have the right to take back the goods in the event of breaches of contract by the purchaser, including default in payment.
2. The purchaser is required to treat the goods with care, insure them appropriately and, where required, service them.
3. Should the purchase price not have been paid in full, the buyer is required to inform us immediately in writing if the goods are encumbered with the rights of third parties or otherwise exposed to intervention by third parties.
4. The purchaser is entitled to resell goods under the retention of title within the normal course of business. In this case, however, the purchaser thereby assigns all claims resulting from such a resale, irrespective of whether it takes place before or after a possible processing of the goods delivered under retention of title, to us. Regardless of our right to collect the claim ourselves, the purchaser is still authorised to collect the claim after the said assignment. In this context, we undertake not to collect the claim as long as and as far as the purchaser fulfils his/her payment obligations, an application for the opening of insolvency proceedings or similar proceedings has not been filed and there is no suspension of payment.
5. Insofar as the aforementioned securities of the claims to be secured exceed more than 10%, we are obligated to release the securities at our discretion upon request by the purchaser.

X. Warranty, impairment of performance

1. Prerequisite for any warranty rights of the purchaser is his/her proper fulfilment of all obligations regarding inspection and notification of defects owed pursuant to § 377 German Commercial Code (HGB). The buyer is obliged to inspect the goods and, if necessary, to give notice of defects in accordance with § 377 German Commercial Code (HGB); this notice of defects must be given in text form.
2. Warranty claims can be asserted within twelve months after transfer of risk.
3. If the goods are defective, the purchaser has a right to supplementary performance in the form of rectification of defects or the delivery of items free of defects. Should supplementary performance fail, the purchaser has the right to reduce the purchase price or to withdraw from the contract.
4. Cases of force majeure (e.g.: governmental regulations or circumstances such as war, strikes, labour conflicts, riots, fire, floods, explosions, natural catastrophes), which entirely or partially prevent the parties from fulfilling their obligations, release us and the purchaser from executing the contract until such time as force majeure ceases.

XI. Return/Exchange

1. Return and/or exchange are only possible with our consent and corresponding agreement to accept the return. The order number and delivery date are required in all cases. It is not possible to process a return and/or exchange without this information. Return and/or exchange require that the goods are as new and undamaged and are returned in the same or equivalent packaging as in the shipment from by us.
2. Handling costs for processing each return and/or exchange are 20% of the value of the goods, or not less than EUR 30 (net) per return.

XII. Liability

1. In the case of intent or gross negligence on our part or on the part of our representatives or vicarious agents, we assume liability in accordance with the statutory regulations; furthermore, in the event of a culpable breach of essential contractual obligations. Insofar as there is no intentional breach of contract, our liability for damages is limited to foreseeable, typically occurring damages.
2. Liability based on culpable damages resulting in death, physical injuries or health impairment as well as liability in accordance with the Product Liability Act remain unaffected.
3. Insofar as not explicitly otherwise stipulated above, our liability is excluded.
4. It is not possible to guarantee that data communication via the internet is without errors or is available at all times, given the current state-of-the-art technology. We assume no liability to the customer for the constant and uninterrupted availability of our online store.

XIII. Applicable law, place of fulfilment, place of jurisdiction

1. This contract is subject to the laws of the Federal Republic of Germany (excluding the CISG).
2. Unless otherwise stipulated in the order confirmation, our registered office is the place of fulfilment.
3. If the customer is a merchant, our registered office is the place of jurisdiction; however, we have the right to institute proceedings against the purchaser at his/her local court.