

General Terms and Conditions of Delivery and Payment, Domestic and International

1.	Conditions	
1.1	All our deliveries and services are exclusively based on the following General Terms and Conditions of Delivery and Payment.	
1.2	General terms and conditions of the purchaser are hereby expressly rejected. The provision of our deliveries and services does not constitute recognition of the purchaser's general terms and conditions. General terms and conditions of the purchaser shall only be binding on us if we have expressly agreed to them in writing.	7.4
2.	Offers and order confirmation	7.5
2.1	Our offers are only binding if they are made in writing.	
2.2	We are bound to our offers for 60 days from the date of the offer. The acceptance of our offers must be made in writing.	
2.3	Orders which are not based on an offer on our part, or which deviate even partially from our offers, require our written order confirmation. In principle we send the purchaser a confirmation of order for each order.	7.6
3.	Consultation, documents, description of the delivery item, quantity specifications, technical regulations	
3.1	Advice to the purchaser on the conclusion and execution of the contract shall be given to the best of our knowledge and belief.	
3.2	The documents made available to the purchaser remain our property and are to be treated as strictly confidential. They may not be reproduced, published or otherwise made available to third parties or used for any purpose other than the agreed purpose without our written consent. Upon our request, the documents shall be returned to us without delay.	8.
3.3	Information on dimensions, weights, hardness, utility values and other information on the object of delivery and service as well as the other content of the documents made available to the purchaser do not constitute a guarantee of properties. Warranted characteristics shall only be deemed to exist if specifications as such have been expressly confirmed by us in writing.	8.1
3.4	Quantities are only approximate and allow us to make excess or short deliveries, insofar as these are reasonable for the purchaser, taking into account our interests.	8.2
3.5	The purchaser shall inform us in good time in German or English of any statutory, official or other regulations applicable abroad which are significant for the provision or use of our deliveries and services.	8.3
4.	Prices	8.4
4.1	Unless otherwise agreed, our prices are ex works. The value-added tax for deliveries within the Federal Republic of Germany will be charged separately.	8.5
4.2	We are entitled to increase the prices appropriately if our cost prices for raw materials and supplies, our wages and salaries or the other costs to be borne by us have increased after submission of the offer or conclusion of the contract. Any new or increased taxes, duties imposed by law or governmental action, fees or other charges which directly or indirectly affect our deliveries and services shall be borne by the purchaser.	8.6
4.3	If our prices increase by more than 10% between the conclusion of the contract and the delivery, the purchaser is entitled to withdraw from the contract. If several partial deliveries have been agreed, the right of withdrawal exists insofar as our prices for partial deliveries increase by more than 10% within one year, beginning with the conclusion of the contract.	9.
5.	Payments	9.1
5.1	Our invoices are payable within 30 days of the invoice date without any deductions. Invoices shall be issued upon notification of readiness for dispatch or – if no such notification is given – upon dispatch of the goods or upon performance of the service.	9.2
5.2	In the event that the aforementioned or the contractually agreed payment deadline is exceeded, we shall be entitled to charge interest on the due date after issuing a reminder, or in the case of section 284, paragraph 2, of the German Civil Code (BGB) even without issuing a reminder, without prejudice to the right to charge interest on the due date. To charge interest on arrears in the amount of 3% above the respective discount rate of the Deutsche Bundesbank, but at least 8% p.a..	10.
5.3	We only accept bills of exchange and cheques on the basis of a special agreement and only on account of payment. The purchaser shall bear all costs associated with the bills of exchange and cheques. We are not liable for the timeliness of the protest.	10.1
5.4	The purchaser shall make payments to the bank accounts specified by us. Our employees and representatives are only entitled to accept payments, including in the form of bills of exchange or cheques, if we have authorized them to do so in writing.	10.2
5.5	In the case of transactions with non-European countries, the purchaser shall, at our request, open an irrevocable letter of credit in euros in our favour, which shall be confirmed at the purchaser's expense by a bank to be named by us. The term of the letter of credit must exceed the agreed delivery period by at least three months. All bank charges, commissions and fees shall be borne by the purchaser.	10.3
5.6	If doubts arise as to the solvency or willingness to pay of the purchaser, in particular due to non-fulfilment of payment obligations arising from their or another contract with us or one of our affiliated companies or due to a subsequent deterioration in their financial circumstances, we shall be entitled to demand immediate payment of our claims against them (even in the case of a deferment granted after conclusion of the contract), to demand advance performance or the provision of security or, if the purchaser refuses to do so, to withdraw from the contract.	10.4
6.	Retention of title	10.5
6.1	We retain title to the goods delivered by us (reserved goods) until all claims to which we or a company associated with us are entitled from the business relationship with the purchaser or with a company associated with the purchaser now or in the future have been satisfied. The purchaser is entitled to sell the goods subject to retention of title within the scope of their ordinary business operations. They are obliged to reserve ownership for themselves insofar as they resell goods subject to retention of title on credit.	11.
6.2	Any processing of the goods subject to retention of title shall be carried out by the purchaser on our behalf as manufacturer. If the goods subject to retention of title are processed with goods of third parties or of the purchaser, we shall acquire co-ownership of the newly produced goods. The same applies if the reserved goods are combined or mixed with goods of third parties or of the purchaser. The amount of our co-ownership share is determined by the ratio of the value of the reserved goods to the value of the other goods. If the goods are processed, combined or mixed with other goods, the new goods shall be deemed to be goods subject to retention of title insofar as they are our property or co-property.	11.1
6.3	The purchaser hereby assigns to us as security for all claims referred to in 6.1 all claims accruing to them from a resale of the goods subject to retention of title. This advance assignment shall also extend to balance claims of the purchaser arising from a current account relationship between the purchaser and their customer. If the reserved goods are resold by the purchaser together with other goods, the assignment shall be limited to the value of the reserved goods (including value-added tax). We are entitled to revoke the authorization to collect the claims and to disclose the assignment of the claims. However, we will not make use of this right as long as the purchaser duly meets their payment obligations. At our request, the purchaser shall notify their customers of the assignment, provide us with the names and addresses of the customers and the amount of the assigned claims and provide us with all information required for the assertion of the assigned claims.	11.2
6.4	The goods subject to retention of title are to be treated with care by the purchaser and adequately insured against all usual risks, in particular fire, theft and water damage. The purchaser shall provide us with proof of insurance cover on request. At our request, the purchaser shall store the reserved goods separately and mark them as our property.	11.3
6.5	Claims of the purchaser against third parties due to loss of or damage to goods subject to retention of title, in particular insurance claims and claims for damages, are hereby assigned to us. The purchaser shall obtain any approvals required for the assignment from the debtors of such claims.	12.
6.6	The purchaser must notify us immediately of any access by third parties to goods subject to retention of title or to claims assigned to us. They shall bear the intervention costs incurred.	12.1
6.7	If the value of our securities exceeds the secured claims by more than 20% in total, we shall be obliged to release securities of our choice in part at the request of the purchaser.	12.2
6.8	In the event of default in payment on the part of the purchaser or if there are doubts as to the purchaser's ability or willingness to pay, we shall be entitled to withdraw from the contract, to demand the return of the reserved goods and to prohibit the resale of the reserved goods. Instead of returning the goods subject to retention of title, we may demand the transfer of indirect possession if the purchaser is only the indirect owner.	13.
6.9	If the retention of title is not effective under the law of the country in whose territory the goods are located or transported, the security corresponding to the retention of title shall be deemed to have been agreed. If the cooperation of the purchaser is required to establish this security, the purchaser must immediately carry out all measures requested by us in this respect at their own expense.	14.
7.	Delivery time	14.1
7.1	The delivery period shall commence upon conclusion of the contract, but not before the purchaser has provided the documents, approvals and securities to be procured by them and not before any agreed advance payment has been made. If a delivery date has been agreed, this shall be postponed by a reasonable period of time if the purchaser does not provide the documents, approvals and securities to be procured by them in due time and does not make an agreed down payment in due time.	14.2
7.2	The delivery period shall be deemed to have been complied with if notification of readiness for dispatch has been given or the delivery item has left the factory before its expiry.	14.3
7.3	The delivery period shall be extended appropriately if events for which we are not responsible occur. This shall also apply if such events occur during an already existing delay. We will inform the purchaser immediately of the beginning and end of such events. Events for which we are not responsible are, in particular, defective or delayed self-delivery as well as events of force majeure, such as, in particular, war, civil unrest, acts of terrorism,	15.
	confiscation or other measures of public authority, strike, lockout and other labour disputes, general shortage of raw materials, auxiliary materials and operating materials, machine damage, machine breakdown and other operational disruptions, natural events and other circumstances which can only be eliminated by us with unreasonable expenditure.	15.1
	If the delivery period is extended by more than three months as a result of events for which we are not responsible, or if such an extension is highly probable, we shall be entitled to withdraw from the contract.	15.2
	If dispatch or acceptance is delayed for reasons for which the purchaser is responsible, we shall charge them for the costs incurred by the storage of the delivery items and for any other additional expenses. We are also entitled to otherwise dispose of the delivery items if the purchaser has not released the shipment within a reasonable period of time set for them, and to supply the purchaser within a reasonably extended period of time.	16.
	If we are in default with our deliveries and services, the purchaser may set us a reasonable period of grace. After the fruitless expiry of this period of grace, the purchaser shall be entitled to withdraw from the contract if and insofar as the deliveries have not left the works or the warehouse by the expiry of the period of grace, or have not been notified as ready for dispatch. If an event occurs during the period of grace set by the purchaser for which we are not responsible, the period of grace shall be extended accordingly. Further claims of the purchaser are excluded, unless they are based on an intentional or grossly negligent breach of our duty.	17.
	Shipping and packing	18.
	Unless otherwise agreed, shipment shall be at the expense of the purchaser. They shall pay or present the transport costs immediately upon our request.	19.
	Shipping regulations of the purchaser are only binding for us if we have confirmed them in writing.	20.
	We shall only take out transport insurance at the written request of the purchaser and only at the purchaser's expense.	
	The packaging will be charged separately to the purchaser at cost price. It will not be taken back.	
	If no special agreements have been made with the purchaser, we shall decide on the appropriate packaging and the form of dispatch at our best discretion.	
	Partial deliveries are permissible.	
	Transfer of risk	
	The risk shall pass to the purchaser as soon as the goods are handed over to the forwarding agent, the carrier or any other person designated to carry out the shipment. This also applies if the transport is carried out by our employees or by our trucks or if we bear the transport costs.	
	If the deliveries are ready for dispatch and the dispatch is delayed for reasons for which we are not responsible, the risk shall pass to the purchaser at the latest as soon as we notify the purchaser that the goods are ready for dispatch.	
	Warranties	
	The purchaser is obliged to inspect the delivery items immediately after delivery and to report any visible defects without delay, at the latest within ten working days. Defects which are not recognisable must be reported to us by the purchaser without delay, at the latest within ten working days of their discovery. The notification must be made in writing or by fax or email. We shall only be liable for defects of which we have been notified in due time and form.	
	If our deliveries and services are defective, we shall be obliged to remedy the defect or to make a replacement delivery to the purchaser at our discretion. In the event of three failures of the repair or replacement delivery, the purchaser may demand a reduction in price or withdraw from the contract.	
	If it subsequently transpires that our deliveries were free of defects, the purchaser shall reimburse us for the costs of any rectification or replacement carried out by us.	
	Further claims of the purchaser are excluded. Claims for damages due to the absence of warranted characteristics shall be excluded from this if and to the extent that the warranty is intended to protect the customer precisely from the risks of damage that have occurred; exceptionally high damages shall, however, not be taken into consideration.	
	Our warranty obligation shall not apply if the purchaser or a third party has not observed the operating instructions or user manual or has made unprofessional attempts to rectify defects, unless the aforementioned circumstances have demonstrably not caused defects.	
	Industrial property rights	
	We guarantee that our deliveries and services and their use in the Federal Republic of Germany do not infringe any patents (patent application) or other industrial property rights of third parties. If a third party asserts the infringement of a patent or industrial property right, the purchaser is obliged to:	
	<ul style="list-style-type: none">• Inform us immediately of the claims in writing or by fax or email.• Authorize us to take care of the defense of the claims and to conduct legal disputes.• Grant us the necessary powers of attorney and to provide us with any assistance requested to the best of their ability.• Authorize us to make such changes to the deliveries and services as we deem necessary and appropriate at any time in order to bring about a solution which is reasonable for the purchaser and us.	
	We shall not be liable for any infringement of foreign patents (patent application) or other foreign industrial property rights.	
	The purchaser warrants that the plans, drawings, samples and documents procured by them and their use do not infringe any patents (patent application) or other industrial property rights of third parties.	
	Liability	
	We are only obliged to pay damages for breach of contractual, pre-contractual or statutory obligations for damages foreseeable at the time of conclusion of the contract and only insofar as this breach has been caused by us or our vicarious agents intentionally or through gross negligence. Exceptionally high losses shall not be taken into account.	
	Rights of the purchaser due to breach of contractual, pre-contractual or statutory obligations, irrespective of the legal grounds, must be asserted with us without delay, at the latest within ten working days after knowledge of the facts giving rise to the claim, stating the more detailed circumstances and confirmed in writing or by fax or email. If claims are not asserted without delay, the purchaser shall lose their corresponding rights. All claims arising from this contractual relationship shall lapse if they are not asserted against us in writing or by fax or email within six months of their arising, stating the more detailed circumstances. This does not apply to the contractual claim for performance.	
	Acceptance	
	If the order of delivery items is associated with specially agreed special quality and/or testing requirements, their acceptance must take place in our factory immediately after notification of readiness for shipment. If the purchaser fails to accept the goods, the goods shall be deemed to have been delivered in accordance with the contract when they leave the supplier's works or when notification is given that they are ready for dispatch.	
	Retention, set-off, assignment	
	The purchaser's rights to refuse performance and rights of retention are excluded.	
	The purchaser can only offset if their counterclaims have been acknowledged by us in writing or have been established as undisputed and legally binding.	
	The purchaser may only transfer their rights under their contract to third parties with our written consent.	
	Place of performance, place of jurisdiction	
	The place of performance for the obligations of both parties is Barsinghausen.	
	The sole place of jurisdiction is Hanover. However, we are also entitled to sue the purchaser at their general place of jurisdiction.	
	Applicable law	
	The legal relationship of the parties is subject to the law of the Federal Republic of Germany. The application of the German Uniform Law on the International Sale of Goods (BGBI. I. S. 856) and the German Law on the Formation of Contracts for the International Sale of Goods (BGBI. I. S. 868) is excluded.	
	Incoterms	
	The Incoterms 1953 of the International Chamber of Commerce Paris in their respective version are applicable to the legal relationship of the parties.	
	Partial invalidity	
	The invalidity or unenforceability of individual provisions of these terms and conditions or of the other contractual agreements between the parties shall not affect the validity of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid provision which comes closest to the economic purpose intended by the invalid or unenforceable provision.	
	Contract amendment	
	Amendments or supplements to these terms and conditions and the other contractual agreements of the parties must be made in writing. The same applies to agreements by which this formal requirement is to be waived or facilitated.	
	Contract language	
	The German version alone shall be authoritative for the interpretation of these terms and conditions.	