

Terms and conditions

Our offers and deliveries are processed on the basis of the following conditions which are explicitly acknowledged by the Buyer. All changes and collateral agreements need to be confirmed by us in writing.

1. Offer

The prices, quantities, and delivery periods mentioned in our offer are non-binding. The purchase contract shall only come into effect when our order confirmation is provided. Oral arrangements with our representative are not binding to us. We are also not liable for consultation with our representative.

2. Prices

The prices are quoted in EUROS. Relevant for the performance of the orders are the price and the terms of payment valid on the day of delivery.

3. Delivery

We decide on the mode of dispatch unless a specific form of shipment is explicitly specified. Delivery takes place at the risk and expense of the Buyer ex works, even if the Seller delivers the goods “freight paid”. It shall remain the responsibility of the Buyer to procure any transport or other insurance coverage.

War, operational and transport disruptions, lack of raw materials, acts of authorities, as well as force majeure that affect us or our deliveries, release us from our supply performance for the duration of the disruption and to the extent of their consequences. Such events entitle us to partially or completely withdraw from the contract without the Buyer being entitled to compensation. Any claims for compensation by the Buyer because of delayed or omitted delivery is excluded in any case. The Buyer may not be authorized to resign from the contract until he has given us an adequate extension. In the case of a disruption according to Section 3, Paragraph 2 the extension only starts after the hindrance is removed. Partial shipments remain reserved. If the Buyer is in default with regard to a payment, any claim to deliveries expires, in particular with respect to orders accepted by us later on.

Should we receive information about the Buyer which make the performance of the order on credit appear risky we will be entitled to refuse order execution even after prior acceptance or to provide other terms of payment. If in the case of contracts (successive delivery contracts) the Buyer has not requested the prescribed quantity within the subscription period, the Seller is entitled after granting an extension period to choose

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either to bill immediately the manufactured and provided goods or to withdraw from the contract.

4. Retention of Title

Delivered goods shall fully remain our property as long as we have payment claims against the Buyer from the business relationship with the Buyer.

As long as the retention of title exists, we handle and process the goods subject to retention for us; we are entitled to ownership or co-ownership (§ 947) of the new originated good. The new good created by processing, combining or mixing shall be regarded as good under retention in the meaning of these stipulations. The Buyer assigns to us its claims including all ancillary rights arising from the resale of the goods under retention to its customers, i.e. with respect to processing, combining or mixing goods up to the invoiced value of the delivered goods. Upon our request the Buyer shall, as soon as it comes into default, announce the assignment to its debtors and provide us with the respective information and submit documentation.

If the value of the sureties given to us exceeds the amount of our claims by a total of more than twenty (20) per cent, the Buyer shall be entitled to demand a retransfer. Should the delivered goods or the items manufactured herewith be implemented in third party`s property, in a way that they become major components of the third party`s property, instead of these goods, the Buyer`s claims against his client in the amount of the purchasing value of our implemented goods are transferred to us as a security for our own claims, without the need of a particular act of transfer. The Buyer may neither pledge nor assign the goods under retention to secure a debt and shall inform us without delay about completed pledges by a third party.

5. Terms of Payment

Unless arranged otherwise, the invoice is payable in the net amount within 30 days from date of invoice. In case of belated payments, without waiving all rights, the normal bank interest charges will be invoiced. If we accept bills of exchange or cheques, these will only be accepted on account of payment, bills of exchange free of any charges for us. We are not liable for the timely presentation, protests, etc. Payments effected by the Buyer are used to pay off the earlier debts.

Retention of payment or setoff due to any counter-claims that are not acknowledged by us shall be excluded.

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6. Notice of Defects

We will only consider complaints and claims, if asserted to us within 8 days after delivery of the goods. In case of justified complaints, we are entitled to furnish as soon as possible the quantity of impeccable goods corresponding to the quantity of goods recognized as defective by us. Further claims for damages do not apply. The objected goods are to be made available to us.

The Buyer does not have the right to reduce the price without our approval. If the Buyer provides evidence of damage caused by hidden defects of our delivered goods, a maximum amount for the caused damage shall represent the value of the material delivered and acknowledged by us. Such hidden defects are to be brought to our attention immediately; after expiration of 6 months following the receipt of the goods no defects can be asserted any more. Complaints and claims do not justify payment delays or non-payment on behalf of the Buyer.

7. Packaging Conditions

- a. Simple paper packaging is free of charge.
- b. Wooden crates and pallets are invoiced at cost price. In case of return freight paid 2/3 will be reimbursed.
- c. Cardboard boxes, wooden bracing, and other cardboard wrapping are charged at cost price as non-returnable and disposable packaging.
- d. Special conditions apply to special packaging.

8. Place of delivery and court of jurisdiction

Place of delivery and performance as well as court of jurisdiction is Bergheim. Our above-mentioned delivery conditions prevail in all circumstances and cannot be altered by announcing own purchasing conditions, if we do not confirm the changes in writing.

Level March 2014

Here you can quickly and conveniently download and print our terms and conditions.

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