

GENERAL TERMS AND CONDITIONS

Last updated: April 2014

1	Scope	5.3	If the goods supplied are defective, we are entitled to choose between remedying the defect and supplying replacement goods free of defects (subsequent performance). If we fail to subsequently perform or if subsequent performance is an unreasonable imposition on the buyer, the buyer is entitled to reduce the purchase price or withdraw from the contract. The buyer has no further rights than those set out in clauses 5.4 to 5.7. The buyer's rights under Section 478 of the German Civil Code (BGB) are unaffected.
1.1	The following General Terms and Conditions apply to commercial transactions between ourselves and our customers.		
1.2	The resulting contractual relations are governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).		
2	Prices and payment terms	5.4	We are only liable for damages if: a) liability is compulsory in applicable law or in the event of injury to life, limb or health. b) we have breached a material contractual obligation or given assurances as to a characteristic of the good in question (guarantee). c) the damages are attributable to gross negligence or intent on our part.
2.1	Our offers are subject to change. Unless otherwise agreed in writing, all prices quoted or accepted by us in relation to sales, quotes and sales negotiations are ex works and do not include shipping, packing or VAT.		
2.2	Unless otherwise agreed in writing, our invoices are payable in full within 14 days from the invoice date. Cash discounts and other reductions require a separate written agreement.	5.5	Liability for damages on our part is excluded in all other circumstances, irrespective of the legal basis. In particular, we are not liable for indirect damages, lost profit or any other pecuniary loss affecting the buyer.
2.3	All our receivables become payable immediately if the buyer falls into arrears in terms of the payment or settlement of another liability. This also applies if we become aware of circumstances that cast reasonable doubt on the buyer's creditworthiness.	5.6	In any case, liability is restricted to those damages that we were able to foresee or could reasonably have foreseen given the facts available to us and the circumstances known to us at the time of entering into the contract. This restriction does not apply to the instances set out in clause 5.4a) or in the event of intentional damage. The liability exclusions and restrictions set out in the above paragraphs also apply to the personal liability of our employees and agents.
2.4	In the event of payment arrears, we shall be entitled – without prejudice to any other claims – to charge interest at the rate customarily charged by banks, but at a rate no lower than eight percentage points above the European Central Bank's base interest rate at the time.	6.	Miscellaneous
3.	Goods/services supplied and delivery	6.1	If receivables result from multiple goods/services or deliveries, we are entitled to set off incoming payments against specific debts at our discretion.
3.1	Delivery periods and dates are only approximate unless we have given express written assurance that they are binding. If we fail to meet such binding delivery dates, the customer is to set us an appropriate grace period in writing.	6.2	The buyer only has a right of retention insofar as it is based on the same contractual relationship.
3.2	All deliveries are on the buyer's account and at the buyer's risk. If no particular shipping type has been agreed, we reserve the right to choose the shipping type.	6.3	The offsetting of counterclaims is only permitted to the extent that we have acknowledged these and accepted they are due for payment or if they have been legally upheld.
3.3	Unless otherwise expressly agreed in writing, we reserve the right to fulfil orders in instalments. Each instalment is deemed to be a separate transaction. Complaints pertaining to individual instalments do not relieve the buyer of their obligation to accept the remaining goods ordered according to contract.	6.4	Without our permission, the buyer's rights arising from contractual relations with us are non-transferrable.
3.4	Energy and raw material shortages, strikes, lockouts, disruptions to traffic, official orders, delivery dates missed by upstream suppliers, business interruptions, instances of force majeure (in particular war, crop failure, plagues of vermin) and all other circumstances beyond our control or the control of our upstream suppliers relieve us from the obligation to perform for the duration of, and commensurate to the scope of, the hindrance. In the aforementioned cases we are furthermore entitled – notwithstanding our liability pursuant to clause 5.4 – to cancel the contract without owing compensation if its performance is impossible or unreasonable or if an end to the hindrance is not in sight.	6.5	Ancillary or oral agreements must be confirmed in writing to be legally valid. This also applies to any waiver of the written form requirement.
4.	Obligation to inspect and give notice of defects	6.6	If individual provisions of this contract are wholly or partially invalid, this will not affect the validity of the remaining provisions. This also applies if a contractual omission requiring supplementation becomes apparent during implementation of the contract. In such instances, the invalid provision or contractual omission requiring supplementation is, as far as possible, to be interpreted or supplemented in such a way as to achieve the commercial aim intended by the invalid provision.
4.1	The buyer is obliged to inspect and verify that the goods delivered are complete and free of defects without delay and to give immediate written notice of any visible defects. Defects that are not obvious are to be notified as soon as they are detected). The same applies to replacement deliveries.	7.	Place of performance and jurisdiction
4.2	In the event of a complaint, we are entitled to have the goods inspected by an expert of our choice. If the complaint is found to be justified, we will bear the costs of this inspection. Otherwise, these costs will be borne by the buyer.	7.2	The same applies if the contractual party has no place of general jurisdiction in Germany or if the party moves their place of domicile/place of habitual residence outside the jurisdiction of German law after the contract has been concluded or if the contractual party's place of domicile/place of habitual residence is unknown at the time legal proceedings are initiated.
5	Warranty and liability limitations	8	Payment reductions
5.1	If we fail to meet a delivery date and subsequently fail to comply with the grace period given to us by the buyer, the buyer is entitled – if the grace period has elapsed without delivery – to withdraw from the contract for the amounts and goods/services that have not been supplied by the end of the grace period.	8.1	In respect of any possible payment reductions, please refer to our current agreements on payments and sales conditions.
5.2	Insofar as we have not demonstrated gross negligence with respect to the unsupplied/delayed goods, services or delivery, claims for damages are limited to the invoice value of the goods/services or delivery. If damage has been caused by gross negligence, our liability is limited to the foreseeable damages caused by the contractual breach in question.		