

General sales and delivery conditions:

General

Sales and other delivery contracts are concluded in accordance with our general sales and delivery conditions provided below. They are only applicable to businesses and public authorities. The purchaser/orderer (subsequently referred to as customer) declares him/herself to be in agreement with the validity of our general sales and delivery conditions when he/she concludes the contract. We explicitly reject deviations from our general sales and delivery conditions. They are only valid if we have agreed to them in writing. Our general sales and delivery conditions also apply to future sales and other delivery contracts, even if they are not referred to explicitly.

I. Quotes

Quote documents such as illustrations, drawings and dimension specifications are only approximate and are non-binding. We reserve all property rights and copyrights for estimates, drawings and other documents. They must not be made accessible to third parties.

II. Scope of delivery / disposal

1. Our written order confirmation is authoritative for our deliveries. Safety devices are only supplied if this has been agreed upon in writing. Side-agreements and changes require our written confirmation to be valid.
2. We are entitled to perform partial deliveries
3. Additional electrical products from other manufacturers that we supply together with our products can be returned via the arranged disposal procedure (public waste disposal authority). These manufacturers bear the obligations connected with taking the items back in accordance with the Waste Electrical and Electronic Equipment Directive.

III. Prices and payment

1. Our prices and the amount owed by the customer after fulfilling the order depend on the general development of prices or values for goods and services on the market, which have a direct effect on our own costs for fulfilling the order (such as labour agreements or material price changes in particular). Changes (increases or decreases) to these initial costs will be passed on to the customer in full as they affect our prices as a cost element. We will provide evidence of this to the customer upon request.
2. If the customer defaults on payments in part or in full (or on an instalment if payment by instalments has been agreed), notwithstanding our rights in accordance with Section VI, Item 3, we can withdraw from the contract and claim for damages in lieu of performance after a reasonable period has elapsed without resolution.
3. Default interest of 8% above the base rate of interest is to be paid if payments are defaulted on. We reserve the right to enforce a higher damage caused by default.
4. The right of the customer to offset our claims is excluded unless his/her claim that is being offset is indisputable or legally awarded. The customer can only enforce a right to withhold due to claims from the same contract.

IV. Delivery time

1. Specified delivery times are non-binding. Agreed delivery deadlines begin when we send our order confirmation but not before the documents, approvals, releases and an agreed deposit have been received by us from the customer. The delivery deadline is adhered to if the item has left the factory or has been reported as ready for shipping by the deadline.
2. In the event of force majeure or other events that hinder the delivery, the delivery deadline is extended accordingly. The same applies to delays in supplying raw and construction materials, as long as these delays have a significant and demonstrable effect on the production of the item and are not caused by us.
3. Four weeks after a non-binding delivery deadline has been missed, the customer can set us a reasonable deadline. After this deadline has passed without fulfilment, he/she can withdraw from the contract by making a written declaration, as long as we are at fault for the delay. If the customer delays the delivery, from the start of the second month, he/she must pay us monthly storage costs of 0.5% of the invoice amount.

V. Risk transfer and acceptance

1. We deliver ex-works. If the customer is a dealer, the risk is transferred to him/her at the point of declaring that the item is ready for shipping, however at the latest when handed over to the carrier. The risk is transferred to all other customers when the goods are handed over to the carrier. Upon customer request, we will insure items against breakage, transport, fire and water damage at the customer's cost. If the customer does not organise transport himself/herself, we will commission the carrier in the customer's name and at the customer's cost.
2. The customer is then only entitled to reject the goods if they deviate obviously from the order.

VI. Returning goods that are not required

1. We will only take back goods that are not required by the customer under justified exceptional circumstances; the transport costs for returning the goods will be borne by the customer.
2. If individual parts are returned, we charge a fee of 20% of the purchase price for re-storing and inspecting. If moving parts or electrical parts are returned, we charge a fee of 40% of the purchase price for re-storing and inspecting. We also charge for any postage and packing costs that we have incurred.

VII. Retention of title

1. We retain the title for the goods supplied by us until all payments specified in the delivery contract have been received by us. If the customer is a dealer, we retain the title for all goods supplied by us until all payments specified in the business relationship with the customer have been received by us. Working with and using goods that have been supplied by us but that are still our property is always undertaken on our behalf without giving rise to liabilities from us. If the goods that are our property are mixed, blended or connected with other objects, the customer is already transferring his/her title and joint ownership rights for the new object to us and must store the object carefully for us. The customer may only sell goods that are still our property as part of the normal course of business as long as he/she is not in default of payment. When he/she concludes the contract, as a precaution, he/she already transfers the full amount of all claims against his buyer and all ancillary rights that arise from selling the goods or any other legal ground to us. The customer remains entitled to collect the claims as long as he/she remains not in default of payment to us.
2. If the value of the securities we are entitled to exceeds the claims to be secured by more than 20%, we are obliged to release the securities that we are entitled to upon request from the customer; it falls to us to select the securities to be released.
3. For the duration of the retention of title, the customer is entitled to possess and use the delivery item as long as he/she complies with his/her obligations from the retention of title and is not in default of payment. If the customer default on his/her payment or if he/she does not comply with his/her obligations in connection with the retention of title, we can withdraw from the contract and demand a return of the delivery object from the customer after a reasonable deadline set by us has elapsed without resolution.
4. Goods subject to the retention of title may only be mortgaged, used as collateral, leased out or transferred to third parties with our written approval.
5. If third parties access goods that are subject to the retention of title, in particular mortgaging, the customer must inform us immediately in writing and advise the third party of our retention of title. The customer bears the costs for actual and legal pursuance of our property pledged as collateral unless they can be recovered from third parties.
6. For the duration of the retention of title, we are entitled to insure the goods that are subject to the retention of title against fire, water and other damage at the customer's cost unless the customer can provide proof of sufficient insurance.
7. The customer is obliged to keep the goods subject to the retention of title in good condition for the duration of the retention of title and to have all required maintenance and servicing work carried out without delay.

VIII. Warranty/liability for material defects

1. The customer must inspect the goods received without delay and report defects in writing without delay. If the delivery object was defective at the time of risk transfer, we are entitled to choose between rectifying the defect (rework) or delivering an object that is free of defects (replacement delivery). Replaced parts become our property.
2. The customer is not entitled to rectify defects himself/herself or to have them rectified unless we are in default of rectifying the defect or urgent operational requirements or impending danger make rectifying the defect essential.
3. If we deliver a replacement, our warranty is limited to the costs of the replacement object and the delivery costs. We will only cover there when they arise within Germany. Rework costs that are incurred abroad will only be borne by us to the extent that they would be borne domestically by us.
4. If the rework or replacement delivery fails for reasons that can be attributed to us or if we culpably do not comply with the deadline for supplementary performance, within the framework of the statutory regulations, the customer can choose to receive a reduction on the contract price or to withdraw from the contract.
5. Claims for defects are not permissible if they arise due to unsuitable or improper use of the delivery object, due to incorrect assembly or commissioning by the customer or third parties, normal wear and tear, damage due to incorrect or careless handling, improper maintenance, the use of unsuitable equipment, improper storage or any other circumstances for which the customer or a third party is responsible.

IX. Limitation

All claims for defects lapse after one year following the risk transfer. The statutory deadlines apply to wilful or malicious conduct and for claims in accordance with the Product Liability Act. The statutory deadlines also apply to culpable harm to life, body and health.

X. Liability

1. Unless otherwise specified below, our liability is excluded regardless of the legal foundations. We are not liable for damage that has not occurred on the delivery object itself. In particular, we are not liable for loss of profits or other financial losses by the customer.
2. This exclusion of liability does not apply to wilful intent or gross negligence. Furthermore, it does not apply to defects that were concealed maliciously or were guaranteed to be absent, as well as to culpable harm to life, body and health.
3. If we breach a contractual obligation negligently, our liability is limited to the foreseeable damage.

XI. Miscellaneous

The place of fulfilment is our company headquarters. This location is also the jurisdiction for all disputes to the business relationship if the customer is a dealer. However, we are also entitled to sue at the customer's location.

Only the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods applies to the relationships to our customers. If one or several of the clauses above is/are ineffective, the remaining provisions remain effective.