§ General - scope of validity

(1) Our terms and conditions of sale apply exclusively. We do not recognise any conflicting conditions of the customer contrary to our terms and conditions, or which diverge from said terms and conditions, unless we have expressly given our written consent to their validity. Our terms and conditions of sale apply unless we effect delivery unconditionally to the buyer while aware of conflicting conditions of the customer to the contrary of our terms and conditions, or which diverge from said terms and conditions.

(2) Agreements reached between us and the customer with regard to execution of this contract are set out in writing in this contract. Our terms and conditions of sale apply only with respect to enterprises in accordance with § 310 Abs. 1 BGB (legal code).

§ Offer - documentation relevant to offer

(1) Our offers are subject to confirmation, in particular relating to price, delivery period and delivery options. All documentation accompanying the offer is subject to confirmation, unless it is explicitly designated as binding. The documentation remains our property and may not be used for purposes other than those stipulated in the offer, nor may it be disclosed to third parties. Designs, structural calculations, and drawings will not be drafted until the order has been placed. If at the request of the customer, these are prepared at the same time as the offer, but no order is placed, the work involved shall be charged to the customer. Owing to the customer's legal power of revocation, the placing of the order and our acceptance of same will initially effect the provisional invalidity of the contract.

§ Prices - terms of payment

(1) Unless the offer confirms states terms to the contrary, our prices are valid 'ex works', excluding packing.

(2) The statutory value added tax is not included in our prices. It shall be indicated separately on the invoice in the statutory amount valid on the day on which the invoice is issued.

(3) The invoice total shall be paid net cash – unless some other arrangement has been made – within 30 days from the date of the invoice. A cash discount is granted only by special arrangement. No cash discount shall be granted an invoices for construction or subcontracted work. For partial deliveries, partial invoices may be issued.

(4) The customer will have recourse to set-off rights only if his counterclaims are established as legally valid, unrestricted or recognised by us. Furthermore, the customer is authorised to exercise a right of retention insofar as his counterclaims are based on the same contractual relationship.

(5) If the net value of the order is less than 100 €, we charge a handling fee of 15 €.

§ Delivery period

(1) The delivery period indicated by us shall commence only after all technical points have been clarified.

(2) Fulfillment of our delivery commitment is dependent on the buyer fulfilling his obligation in a proper and timely manner. The statutory period of non-fulfilment of the contract is reserved.

(3) In the case of default on the part of the buyer in taking delivery or his otherwise culpably inferring his obligation to cooperate, we are entitled to demand that we shall be indemnified for any damage that we sustain, including any additional expenditure. The right to pursue further claims is reserved.

(4) Inasmuch as the requirements of section (3) are satisfied, the risk of accidental loss or accidental deterioration of the object of purchase is transferred to the customer the moment he defaults on an acceptance of delivery or payment.

(5) We accept liability under the statutory regulations insofar as the delay in delivery is due to intent or a grossly negligent breach of contract on our part; or the fault of our representatives or agents. Unless we are accused of wilful breach of contract, our liability for compensation shall be limited to the foreseeable damage that typically occurs.

(6) If the object of sale is inextricably combined with other items not belonging to us, we acquire co-ownership of the new item proportional to the value of the object of sale (final invoiced total, including value added tax) in relation to the other combined items at the time of combining. If the combining takes place in such a way that the object of the customer is seen to be the main item, it shall be understood to be agreed that the customer grants us proportional joint property rights. The customer shall thus hold the resultant sale ownership or joint ownership for safekeeping on our behalf.

(7) As security for our own claim, the customer shall also assign to us the claims against a third party arising from the combination of the object of sale with a plot of land.

(8) We undertake to release the securities to which we are entitled as and when the customer demands, insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%, we shall be responsible for selecting which securities shall be released.

§ Liability for defects

(1) Defect claims of the customer shall only be accepted on condition that the customer has duly fulfilled his proper inspection obligations and his duty to give notification of defects in accordance with £ 377 HGB.

(2) If the object of sale is defective, we are entitled to remedy this at our sole option by either repairing the defect or supplying a faultless new object. In the case of repairs, we shall be obliged to bear all the necessary costs, in particular transport costs, delivery costs, expenditure on labour and materials, provided that these are not increased due to the fact that the object of sale is taken to a place other than the place of performance.

(3) If it is not possible to remedy the defect, the customer shall have the right at his sole option to withdraw from the contract or to demand a reduction.

(4) We accept liability under the statutory regulations, should the customer lodge claims in respect of in-