

General Terms and Conditions

Delivery and Payment Terms and Conditions

1. General / Coverage

1.1 These Terms and conditions apply to all present and future business relations.

1.2 Customers as defined by these terms are natural persons to which business relations are given, without connecting these persons to commercial or self-employed businesses. Contractors as defined by these terms are natural or juristic persons or private companies, having legal capacities, to which we are in business relations that are defined as commercial or self-employed businesses. Customers as defined by these terms are consumers as well as contractors.

1.3 Different, conflicting or additional general terms, even if known, do not get part of the contract, unless they are especially agreed on.

1.4 The purchaser is not allowed to cede or pledge rights out of these contracts.

1.5 German federal laws apply. Uniform Law on the International Sales of Goods CISG does not apply.

2. Conclusion of contract / Delivery

2.1 Our offers are subject to change. We reserve the right to change shape, color, and/or weight in a reasonable manner. We further reserve the right to change construction features but we are not obliged to apply these alternation to already delivered goods.

2.2 The customer declares obligingly that he wants to purchase the goods when placing an order. We are authorized to accept the offer included in the order within two weeks after receipt. The acceptance is either declared in written manner or by delivery of the ordered goods.

2.3 In case the order is placed online or via email, we will immediately confirm the receipt of the order. This confirmation is not an automatic acceptance of the order. The confirmation however may include the acceptance of the order.

2.4 The conclusion of the contract is effective upon correct and timely delivery by our forwarder. This applies in the case of a congruent hedging transaction with our forwarder. Force majeure clauses like strike, closures, business disruptions, carriage- or container malfunctions, railway blocks, goaf problems, material supply problems and other unforeseeable incidents release us from the delivery commitment. Stated delivery forecasts are an approximate value and are effective after the final written statement of the order. The customer will be immediately notified in case of unavailability of goods and services. A quid pro quo will be made instantaneously.

2.5 In case the order was placed online or via email, we will save the contract text and mail it to the customer, together with the current delivery and payment terms, upon request.

2.6 Our deliveries are freight forward on account and risk of the customer excluding liability for damages, theft or suchlike. This also applies for freight prepaid deliveries, especially excluding damage liability. The statement "imperfect packed" that is included in the packing list is officially mandatory and releases us from damage liability. Cargo insurance can be available on the customers' request and expenses.

2.7 Packing material and a possible insurance, requested by the customer are on his expenses.

3. Prices / Payment / Billing /Samples

3.1 Our prices are based on existing costs at placement of order. If not otherwise stated we do adhere to the given prices in the offer for 30 days after date of release.

3.2 All our prices are FOB-origin prices (Gunzenhausen) including regular packing.

3.3 If not otherwise stated, our invoices are payable within 10 days after issuing with 2% trade discount or within 30 days at no discount net price.

3.4 Drafts and checks will only be accepted after previous agreement and only on account of performance. Expenses are on the customer.

3.5 In case we learn of circumstances that doubt the financial standing of the customer we reserve the right to cancel the contract, ask for payment in advance, or subject our shipment to the presence of a deposit. This applies also if due payments are not made in spite of dunning letters.

3.6 The customer can only accumulate by undisputed, approved and legal counter claims. He is only allowed to hold back payments by reasons of the same contractual relationship.

4. Delay of payment

4.1 In case of delay of payment by the customer, all our claims against him are due right away as cash payment disregarding accepted drafts or granted payment terms. The customer is not allowed to sell properties und our ownership or co-ownership to third parties and is obliged to provide securities for us. The authorization for claims, transferred to us is no longer in effect.

4.2 After receiving the goods, the customer is obligated to pay the purchase price, within 14 days of receiving the invoice. After this period is expired we consider the case as delayed payment. Consumers are charged interests at 5% above the base rate; enterprisers are charged interests at 8% above the base rate for the debit over the time of the delay. We reserve the right to prove and claim a higher damage caused by delay against the enterpriser.

5. Warranty / including consulting services

5.1 We guarantee that our products are without fabrication- and material deficiencies.

5.2 In case the customer is an enterprise we do reserve the right of remedy or substitution on our decision in case of deficiencies. In case the customer is a consumer, he has the right of choice between remedy or substitution. However we do reserve the right to refuse the kind of supplementary performance if it is associated with out of scale costs and an alternative supplementary performance is without relevant disadvantages for the customer. If the supplementary performance does not work, the customer has the right to claim a dispraise in payment (abatment of the purchase price) or cancellation of the contract (rescission of contract). Should there only be a minor infringement of contract or minor deficiency of goods, the right of rescission for the customer is not effective.

5.3 Enterprises have to report obvious deficiencies within one week after receiving the goods to keep the right of warranty claims. To meet the deadline, timely mailing of the notification is sufficient. The enterpriser has the full duty of proving the entitlement to claims, especially the damage/deficiency itself, the time of discovering the deficiency and the timeliness of the notification of defects.

Consumers have to notify us in written form within two months after discovering the obvious deficiencies of the goods. To meet the deadline, timely mailing of the notification is sufficient. In case the customer does not notify us, the entitlement to claims expires within two months after discovery. This excludes fraudulent intent of the salesperson. The burden of proof of the time of discovery of the deficiency is on the customer. In case the purchaser was persuaded to buy the goods by inapplicable information of the manufacturer he has the burden of proof for his purchase decision. The burden of proof for deficiencies of used goods is with the consumer. In case the customer does use goods delivered by us in spite of obvious deficiencies in evidence, any warranty on our side is not applicable.

5.4 If the customer decides to rescind from the contract due to legal- or material deficiencies after failed supplementary performance he is not entitled to any further claims for damages.

If the customer decides for compensation after failed supplementary performance, the goods do stay with the customer if reasonable for him. The amount of compensation extends to the difference of the purchase price and the value of the damaged goods. This does not apply if the breach of contract was fraudulent intent.

5.5 The period of warranty for enterprises is one year after delivery of the goods. For consumers the warranty period is two years after delivery of the goods. This is obsolete if the customer missed to notify us of the deficiency in time (§ 5.3 above).

5.6 If the purchaser is an enterprise, the condition of goods is as outlined exclusively in the product specifications of the manufacturer. Public announcements, praises or advertisement of the manufacturer are no additional contractual properties and conditions.

5.7 If deficiencies of goods are noted upon delivery the consignee has to make sure that they are documented on the waybill.

6. Retention of title

6.1 When concluding contracts with consumers we retain the title of the goods until the purchase price is paid in full. When concluding contracts with enterprises we retain the title on the goods until all claims of an ongoing business relationship are settled.

6.2 The customer is obliged to handle the goods with care. If maintenance and inspection operations have to be performed the customer has to take care of these on his own expenses and on a regular basis.

6.3 The customer is obligated to inform us immediately if third parties access the goods as in case of garnishment, or if the goods are damaged or destroyed.

6.4 We reserve the right to rescind from the contract and claim the goods of this contract in case the customer acts contrary to the contract, especially if the payments are delayed or if duties according to §§ 3 and 4 of this terms are violated.

6.5 Enterprises are entitled to resale the goods as a matter of regular course of business. He transfers all claims at the extent of the invoice amount to us that he gains against third parties by reselling the goods. We do accept this transfer. The enterpriser is entitled to collect the claim. We reserve the right to collect the claims on our own in case the enterpriser is not fulfilling his payment obligations or is subject to delayed payment.,

6.6 Machining and processing of goods by the enterpriser is always in the name and order of our company. Is there a processing that mixes our goods with other goods from third parties, we do gain co ownership on the final product in the extent of the value of our incorporated goods. That applies for all other goods that are mixed with our goods.

6.7 As soon as purchase price claims of a customer affect a current account the payment balance request of the customer transfers to us in an adequate amount.

6.8 In cases we enable our customer to indorse a draft, made out by us and accepted by him, we keep the title of the goods until the draft is honored and the endorser's liability is expired.

7. Patents

7.1 We will indemnify our customer and it's purchasers from claims, resulting from copyright, trademark rights and patent violations, except if the design of the product in question, is made by the customer.

Our indemnification is limited to the foreseeable damage. A prerequisite for such an indemnification is that we get the leading part in the legal action and that the violation is exclusively limited to the construction of our products without any connection or use with other products.

7.2 We reserve the right to stand off our obligations made in § 7.1 either by

- a. getting the required licenses for the supposed violated products or
- b. provide the customer with an alternate product, respectively alternated parts, that solve the legal action when exchanged with the products in question.

8. Tools, Molds, Tolerances, Waiver Of Statue Of Limitation

8.1 Molds and tools that have been produced by us or by third parties on our order stay in our ownership. They will exclusively and explicitly used for the customers purposes. The customer bears the costs of manufacturing the tools and molds.

8.2 Tools and molds will be stored for follow on orders as long as 12 months after the last order, other terms have to be agreed on explicitly and in written manner. Further on obligations will not be taken over.

8.3 Molds and tools have to be paid net price without any discounts, 50% at ordering time, 50% after receipt of the initial sample. There will be no discounts on that.

8.4 Internally adopted tool- and mold costs that will not be charged to the customer according to the order volume, can be demanded later if the agreed on order volume is not fulfilled within the stated timeframe or after a deadline, at latest six months after scheduled delivery times. The parties abdicate mutually if the suspension of the period of limitation is not made for a period of two years after closing the contract.

8.5 We are not obligated to accept follow on orders, even if the customer paid tools and mold at his own expenses.

8.6 If the customer does not pay the tools and molds we reserve the right to use these for our purposes after an according notification and a deadline of four weeks.

9. Non-disclosure/privacy

9.1 If not especially agreed on, we do not trade our informations made in connection with contracts as confidential.

9.2 We reserve the right to save and process data hat we got in connection with contratcs, no matter wether they are from the customer itself or from third parties. We obey the federal Data Protecion Act, but we are not obliged to separate notification of data storage.

10. Place of fulfilment, court of jurisdiction, copyright

10.1 If the customer is a qualified merchant, a legal person under public law or special fund under public law, the only court of jurisdiction for all legal cases is the address of record for our company. That applies also if the customer is not a German resident, has no jurisdiction in Germany or his residence at time of legal action is not known.

10.2 In case that single paragraphs of a contract with a customer excluding these conditions and terms, are totally or partially invalid, the validity of the remaining terms and conditions will not be affected. The invalid paragraph should be replaced by a statement that will implement a economical success which is as close as possible to that of the ineffective parts.

10.3 Our designs, samples, plans and advertisement prints as well as quotation papers made by us, stay our property and are no subject to copy or any other usage and may not be made accessible to third party persons.