

General Terms and Conditions of Sale

We confirm your order subject to the exclusive validity of our general terms and conditions.

§1 Validity

(1) These terms and conditions of sale shall apply exclusively. We do not recognise deviating or conflicting conditions insofar as we have not expressly agreed to them in writing.

(2) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

(3) These terms and conditions of sale shall apply only to relations with entrepreneurs, legal persons under public law and special funds under public law within the meaning of § 310 (1) BGB [German Civil Code].

§2 Offer, Acceptance

(1) A contract has only been concluded when the customer accepts our offer and the customer is sent our written order confirmation, at the latest, upon receipt of the delivery by us. If we send a written order confirmation, this shall be decisive for the content and scope of the contract, unless otherwise agreed.

(2) Insofar as the order constitutes an offer within the meaning of § 145 BGB, we are entitled to accept it within a period of two weeks.

(3) We retain ownership and copyrights of samples, cost estimates, drawings, calculations and other non-generally accessible information of a physical and non-physical nature - also in electronic form. Prior to their transfer to third parties, the buyer requires the express written consent of us.

§ 3 Prices

Unless agreed otherwise, the valid prices confirmed in the order confirmation, plus the respective statutory value-added tax apply. Unless otherwise agreed, the prices are for ex works ("ex works", "Incoterms® 2010") including our standard packaging. All additional costs, e.g. for special packaging, transport, duties, assistance with the implementation of customs formalities, taxes, other public charges or an agreed assembly will be invoiced separately.

§ 4 Payment

(1) Our invoices for the supply of goods shall be payable without deduction, unless agreed otherwise, within 30 days after the date of the invoice. Timeliness of the payment is determined by the date at which the amount is ultimately available to us. Payment is to be made by bank transfer. Payments by check, credit card and bill of exchange are excluded.

(2) If the payment period is exceeded or the payment is not completed in full, the buyer is also in default, without the need for a reminder to have been provided. Without prejudice to other claims, we are entitled to demand interest of 9% above the respective base rate pursuant to § 247 BGB, as well as a late payment fee pursuant to § 288 BGB. The right of assertion of damages going beyond such late payment damages shall be reserved.

(3) If the buyer is in default of payment or if there are reasonable doubts as to their ability to pay, we are entitled to demand all claims against them immediately and/or demand advance payment, as well as security deposits, even before delivery, to withhold outstanding deliveries from this, as well as other contracts, completely or in part, or to withdraw from existing contracts, in full or in part, after the expiry of a reasonable period of grace set by us, and to demand compensation instead of performance.

§ 5 Offsetting, Retention

The buyer has a right to offset only insofar as his counterclaims from the same contractual relationship are undisputed or have been legally established. The buyer is only entitled to assert rights of retention on the basis of counterclaims from the same contractual relationship.

§ 6 Delivery

(1) The delivery dates mentioned by us are regularly indicative of the expected delivery date, which we will endeavor to meet. Agreed delivery dates shall be valid only if timely clarification of all details of the order and timely fulfillment of all obligations of the buyer. They are deemed to be fulfilled if the goods were reported as ready for dispatch on the agreed date.

(2) In the event of culpable non-compliance with an expressly agreed upon delivery date, the purchaser shall provide us, in writing, with a reasonable grace period. If this deadline is not met on account of our fault, the buyer has the right to withdraw from the contract. Claims for damages on the part of the purchaser due to default shall be governed by § 11 "Liability" of these General Terms and Conditions.

(3) Any circumstances or events which are beyond our control and which delay the delivery, render it impossible or unreasonable, e.g. war, force majeure, forces of nature, accidents, traffic and operating disturbances, raw material or energy shortages, strikes or lockouts, exempt us, also if they occur at our suppliers or at one of their sub-contractors, from the obligation of delivery for the duration of the hindrance and a reasonable period of time thereafter. If the hindrance is not likely to have ended within an appropriate time, we are entitled to rescind the contract, in full or in part, without a commitment to a subsequent delivery.

(4) In the case of default of acceptance or other culpable violation of cooperation obligations on the part of the buyer, we shall be entitled to compensation for the resulting damages, including possible additional costs. We reserve the right to make further claims. In this event, the risk of accidental loss or accidental deterioration of the goods shall be transferred to the buyer at the time of the delay in acceptance or other breach of the obligation to cooperate.

§ 7 Transfer of Risk, Dispatch

(1) When the goods are dispatched at the purchaser's request, the risk of accidental destruction and the accidental deterioration of the goods at the time of dispatch will be transferred to the buyer, even if, in exceptional cases, we bear the shipping costs.

(2) If the goods cannot be shipped for reasons for which the buyer is responsible, we are entitled to store the goods at the risk and expense of the buyer. The date of the warehousing shall be deemed to be the delivery date in such cases; The storage documents will replace the shipping documents.

§ 8 Reservation of Title

(1) The goods remain our property until all payments have been received in full. In the event of breaches of contract by the buyer, including a delay in payment, we are entitled to take back the goods.

(2) The buyer shall treat the goods with care, adequately insure them and, if necessary, maintain them.

(3) If the purchase price is not paid in full, the buyer has to notify us immediately in writing if the goods become subject to the rights of third parties or other encumbrances of third parties.

(4) The buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. In this event, however, he or she assigns all claims from such a resale to us, regardless of whether it takes place before or after a processing of the goods under a retention of title. Notwithstanding our right to collect the claims directly, the buyer is also entitled to collect the assigned claims. In this context, we undertake not to collect the claim as long as and insofar as the buyer complies with his payment obligations, no application for opening insolvency or similar proceedings has been filed and no stoppage of payment has occurred.

(5) Insofar as the abovementioned securities exceed the claims being secured by more than 10%, we are obliged to release the security as we choose upon demand of the customer.

§9 Information, Advice

All verbal and written statements concerning the qualification and possible use of our products are made to the best of our knowledge. The buyer is not exempted from ensuring the suitability of the goods for the intended purpose of its intended use themselves.

§ 10 Warranty

(1) A prerequisite for any warranty rights of the purchaser is the proper fulfillment of all inspection and notification obligations due pursuant to § 377 HGB [Commercial Code]. The buyer must examine the goods immediately after the delivery by the seller, as far as this is possible during the course of regular business, and, if a defect is found, the seller is to be notified immediately. If the buyer omits the notification, the goods shall be deemed to have been approved, unless the defect is a defect that was not apparent during the inspection. If such a defect appears later, the notification must be made immediately after the discovery; Otherwise, the goods shall also be deemed to have been approved in respect of this defect.

(2) Warranty claims by the buyer are excluded if the defect arose due to the fact that the delivered goods were transported, stored, treated or processed improperly. Furthermore, warranty claims do not apply to natural wear and tear.

(3) Warranty claims may be asserted within 12 months after transfer of risk.

(4) In the case of defects in the goods, the buyer has the right to supplementary performance in the form of a defect removal or delivery of a defect-free object. In the case of failure of the supplementary performance, the buyer is entitled to reduce the purchase price or to withdraw from the contract.

§ 11 Liability

(1) In the event of willful intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable according to legal regulations; This is also the case in the event of culpable violation of essential contractual obligations. Insofar as there has been no intentional breach of contract, our liability for damages is limited to the foreseeable, typically occurring damage.

(2) Liability for culpable injury to life, body or health, as well as liability under the Product Liability Act shall remain unaffected.

(3) Unless expressly stated otherwise, our liability is excluded.

§ 12 Supplementary provisions

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the effectiveness of the other regulations.

§ 13 Applicable law, court of jurisdiction

(1) This agreement shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.

(2) The place of fulfillment, as well as exclusive jurisdiction for all disputes arising from or in connection with this contract shall be Dresden, Germany.

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