The following Conditions shall apply for all purchase contracts and contracts for work and services between us and our commercial contract partners (hereinafter referred to as: the Customer) as well as for our offers, even if we do not explicitly refer to these in individual cases. Deviations from these shall only be binding for us if we have explicitly confirmed this in writing. The Customer's purchasing terms and conditions shall not be binding for us, even if we do not explicitly object to these.

1. Offer and conclusion of order

Our offer remains non-binding with regard to the price, quantity, delivery data and possibility of delivery until the order has been confirmed in writing. Ancillary agreements shall only be effective if we have confirmed these in writing.

2. Scope of delivery

The scope of delivery is finalised in the confirmation of the order. For goods which are not catalogue items, a tolerance in the quantity of 10% more or less is permitted.

3. Delivery and delivery periods

The delivery period commences when all details of the order have been confirmed, however not until the fulfilment of the Customer's contractual obligations. The delivery period shall be deemed to have been complied with if the goods have left the warehouse prior to its expiry, or, if dispatch is delayed for reasons for which the Customer is responsible, with the notification of readiness for dispatch within the agreed delivery period. Compliance with the delivery period is conditional on correct and timely deliveries to us. Partial deliveries which are in good time and in suitable quantities are permissible and can be invoiced separately. If the fulfilment of our obligation for delivery is prevented by force majeure, labour disputes or other events which are not within our sphere of influence - regardless of whether these occur with us or our sub-suppliers - the fulfilment of our obligation for delivery shall be extended for the duration of the disturbance. If delivery is rendered impossible due to such an event, or is not reasonable for one of the parties, both parties shall be entitled to withdraw the order according to the statutory conditions. Art. 14 of these Terms and Conditions shall apply in the case of claims for compensation. If dispatch is delayed at the wish of the customer, commencing one month after notification of readiness for delivery, the costs which are incurred due to storage, however at least 1% of the invoiced amount shall be invoiced to the customer.

4. Prices

All prices are ex stock plus the statutory VAT. The prices which are valid on the day of delivery apply. Packaging, loading costs, customs duties etc. shall be borne by the customer.

5. Shipping

Dispatch and shipping of the goods shall be at the account and risk of the customer.

6. Transfer of risk

The risk shall be transferred to the customer as soon as the goods have left our company. If the dispatch of the goods is delayed due to the customer, the risk shall be transferred with the notification of readiness for delivery.

7. Terms of payment

The invoiced amounts are payable in cash within 14 days after the date of the invoice with 2% discount of the net value of the goods, or within 30 days without deduction. Discounts may not be deducted for new invoices, as long as older invoices which are due for payment have not been settled. In case of a time of payment of receivables, the statutory interest on arrears shall be charged, regardless of any further claims for compensation. If it becomes apparent subsequent to the conclusion of the contract that our claim for payment is endangered by lack of solvency on the part of the Customer, all of our outstanding invoices shall become due for payment immediately. In this case, we shall be entitled to terminate the contract without prejudice to our warranty claims. If the invoice value of the goods subject to reservation of title is lower than 10% of the invoice value of the other processed goods, we reserve ownership and copyright for the new goods which result from the processing, combination or mixing. If the Customer obtains the sole ownership of the new goods, he hereby transfers co-ownership of the new goods to the customer. The Customer hereby assigns to us in advance, all claims to which he is entitled now or at a later date from the resale or for whatever legal reason impaired of our entitlements by third parties. The Customer hereby assigns to us in advance, all claims to which he is entitled now or at a later date from the resale or for whatever legal reason impaired of our entitlements by third parties. The Customer hereby assigns to us in advance, all claims to which he is entitled now or at a later date from the resale or for whatever legal reason impaired of our entitlements by third parties. The Customer hereby assigns to us in advance, all claims to which he is entitled now or at a later date from the resale or for whatever legal reason impaired of our entitlements by third parties.

8. Reservation of title

Goods which have been delivered remain our property until payment of all of our outstanding claims, including ancillary costs and interest. This shall also apply to the transfer of the title for the goods. In case of seizure or other events which are not within our sphere of influence, the reservation of title is deemed to be security for our balance claim. Modification or processing of the goods subject to reservation of title shall be performed on our behalf, without this giving rise to any obligations for us.

9. Warranty

In the case of processing, combination or mixing of the goods which are not our property, we shall be entitled to co-ownership of the new goods in the relationship of the invoice value of the goods subject to reservation of title to the value of the other processed goods at the time of processing, combination or mixing. If the Customer obtains the sole ownership of the new goods, he hereby transfers co-ownership of the new goods in the relationship of the other processed goods at the time of processing, combination or mixing and shall keep the said goods on our behalf with due business diligence. Resale of the delivered goods, regardless of whether these are unprocessed, or have been processed, combined or mixed is only permitted in the normal course of business with reservation of title. In case of resale, the said goods shall be kept in accordance with the instructions which are not based on a legal claim shall be accepted, carriage paid, only with our express written consent. If, after inspection of the incoming goods, we determine that the merchandise is free of sins of use and that it is not older than one month (with respect to our delivery data), and that it can thus be accepted, we reserve the right to demand the associated costs by reducing the net merchandise value by at least 20%. In the event that a greater reduction proves necessary, we will come to terms with you.

12. Catalogues

Illustrations in our catalogues and brochures are not binding with regard to the design. We reserve the right to change to the design, insofar as these is necessary for technical reasons and do not impair the purpose of the contract. Deviations from the specified dimensions and weights are permissible, if the said do not impair the contractual purpose and quality.

12. Copyright

We reserve ownership and copyright for catalogues, illustrations, drawings, samples and other documents. These may not be made accessible to third parties without our consent and must be returned to us immediately on demands against third party patent rights, design rights or trademarks, the Customer shall bear all responsibility for this and shall be liable to us for any claims for damages or loss of profit and shall indemnify us against any claims by third parties, unless he is not responsible for the infringement.

13. General liability

We shall only be liable in the case of wilful action or gross negligence. In the case of a breach of major contractual obligations we shall also be liable for simple negligence Major contractual obligations are those, whose fulfillment enables the proper fulfilment of the contract and on whose fulfillment the purchaser may normally rely and does rely. Except for the case of wilful action, our liability shall be limited to the damage which is typical for the contract and which is reasonably foreseeable. The aforementioned limitation of liability shall not apply in the case of injury to life, limb or health and in cases of liability under product liability laws. The Customers claims for 289 BGB are excluded to the extent that the claim for damages in lieu of performance is excluded pursuant to the foregoing provisions.

14. Place of performance, place of jurisdiction, applicable law, miscellaneous

The place of performance for all claims arising from this contract is our registered office. The place of jurisdiction for all disputes with businessmen, legal entities under public law, or special funds under public law, or with persons who do not have a general jurisdiction in Germany, is our registered office. However, we are entitled to bring an action against the Customer at the Customers registered place of business. These Conditions shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention of the International Sale of Goods (CISG).