

General Terms and Conditions

Version May 2023

I. Applicability

1. We fulfil orders exclusively based on our General Terms and Conditions, which form part of the contract following receipt of an order confirmation and/or invoice, whichever the case may be. The conditions of the ordering party do not apply.
2. Agreements which deviate from our General Terms and Conditions as well as ancillary verbal agreements or changes and additions in exceptional cases will only come into effect following written confirmation on our part, and this will not affect the validity of the remaining conditions.
3. The nature and scope of the delivery are set out in the order confirmation.
4. Orders first become binding when our order confirmation has been received.
5. Offers remain valid for a maximum of four weeks following the issue date. Regarding orders which refer to offers older than the stated time period, we reserve the right to make changes to rates, quantity and delivery time.
6. Where delivery takes place within three days of receipt of the order, the invoice is to be seen as the order confirmation.
7. These conditions also apply to pending and future transactions whereby these conditions have not been referenced, provided the ordering party receives these when the order is confirmed by the supplier.

II. Payment and Prices

1. All prices are quoted net in Euros plus the statutory VAT. We reserve the right to make price adjustments following cost increases during any potential contract term.
2. Payment must be made within ten days of the invoice date without deduction.
3. Prices are quoted ex works, exclusive of freight customs and packaging.
4. All payments are payable in Euros to the supplier – not to representatives.
5. International deliveries are subject to the statutory provisions of German law and the agreement associated with said deliveries.
6. Goods delivered, including packaging, shall remain the property of the supplier in accordance with Section V until the corresponding invoice has been paid in full.
7. If the financial circumstances of the ordering party should deteriorate materially or, if such deterioration should come to light subsequently, the supplier is entitled to change the payment terms accordingly.
8. In the event of a default on payment, the supplier is entitled to charge default interest at a rate of 3% above the respective discount rate of the European Central Bank, however no less than 7%.
9. The ordering party is only entitled to offset and enforce a right of retention with the written approval of the supplier.

III. Delivery Term

1. The delivery term shall begin upon receipt of all the documents necessary for the fulfilment of the order.
2. The delivery term specified in the quote can generally be adhered to when orders are placed immediately. If not specified by the ordering party, the dispatch route and shipping method will be selected at the discretion of the supplier. If the ordering party does stipulate a specific dispatch route and shipping method and additional shipping costs are incurred as a result, supplier is entitled to charge the resulting difference to the ordering party.
3. Where ready-on-call orders are concerned, the supplier is entitled, at its discretion, once six months have passed since the date of order confirmation, and after setting a 14-day grace period, to demand acceptance of the quantities not yet called upon and to invoice for these or to refuse delivery and demand compensation for non-fulfilment.
4. If a delivery term has not been agreed upon, the supplier is entitled to demand acceptance of the ordered goods or to withdraw from the contract and demand compensation three months after the date of order confirmation with a 14-day notice period. If acceptance is demanded, immediate payment may be required even before the goods have been manufactured. If the goods have already been manufactured and acceptance has been demanded, these will be held at the premises of the supplier, at the expense and at the risk of ordering party, from the date of demand for acceptance onwards.
5. Force majeure release the supplier from their obligation to comply with the agreed delivery term for the duration of the obstruction and entitles, if said instance of force majeure continues beyond the agreed delivery date, a withdrawal from the contract. In such circumstances however, the supplier is not obligated to compensate the ordering party for damages.
6. Force majeure also includes accidents and all other causes which bring about a partial or full stoppage of work, such as lack of material, shortages of fuel, transport difficulties, issues with energy supply, disruptions to operations in-house or within a supplier's company.
7. If the ordering party does not accept a unit quantity stipulated in its order in full, then the supplier is entitled to levy a minimum quantity surcharge that equates to 50% of the pro-rated value of the goods not accepted according to the order confirmation.
8. If the ordering party has fallen behind or is delinquent with a payment for a prior delivery, delivery will not be made until settlement has been reached, irrespective of the previously agreed upon payment term and/or regardless of whether or not a value date had been agreed upon.

9. Over- or under-deliveries are permitted with a deviance to quantities of up to 10%. In the event of deviations from standard package sizes, the order may be adapted to the standard quantity.

IV. Liability for Defects in Delivery and Warranty

1. Notices of defects must be asserted in writing immediately, but no more than eight calendar days after delivery to the intended destination, otherwise the goods will be deemed to have been accepted.
2. Notices of defects will not have any impact on the agreed payment terms; Section II (9) applies in this respect. If a notice of defect turns out to be justified, the supplier will provide free substitution by means of repair or replacement or will credit the invoice amount or the value shortfall. Any further claims of any kind on the part of the ordering party, particularly to compensation for loss of profits or any compensation for consequential damages, are excluded.
3. Any goods replaced by the supplier will become its property and must be returned to it upon its request and at its expense.
4. The goods to be returned should be packaged in such a way as to ensure that they will not be damaged during shipping. Any goods broken as a result of inadequate packaging or otherwise damaged cannot be replaced.
5. Any guarantee is applicable solely within the statutory warranty framework or the warranty period indicated on each package.
6. Goods may only be returned when any one of the listed defect criteria is met. There is, generally speaking, no right to exchange or return.

V. Reservation of Title

1. All goods delivered will remain our property until all of our receivables from deliveries, including any claims for compensation, have been fulfilled in full. The goods may be resold in ordinary commerce or further processed. The simple, expanded and extended reservation of title applies.
2. If the goods are sold further before all of our purchase price claims have been fully satisfied, then the ordering party's receivables from the resale of the goods or, if the goods are connected, combined or processed, the value of the goods that we supplied shall take the place of the goods by means of advance assignment, without any explicit sale being required. The supplier must be informed immediately, and the third-party purchaser is to be instructed to make payment to us directly. If, by contrast, the ordering party receives payment for its receivables from the third-party purchaser, then it shall accept this payment on a fiduciary basis within the meaning of the breach of trust provision of the German Penal Code and is under obligation to pass on the amount received to us immediately.
3. The ordering party may not pledge the delivered goods, nor may it assign these as collateral. The ordering party must inform us of any pledges as well as any seizure or other disposition by a third party immediately.

VI. Transfer of Risk

1. With delivery carriage paid, risk is transferred subsequently to the ordering party upon the departure of the goods from the delivery plant. When there is a delay in dispatch due to the fault of the ordering party, the risk is assigned to the ordering party upon notification of readiness for dispatch.
2. Breakages and packaging damage as well as any transport-related damage of the goods supplied do not entitle the ordering party to rescission or reduction and must immediately be disclosed to the forwarding agent upon acceptance and marked on the delivery documents. Packaging will be carried out with care. At the written request of the ordering party, the goods will be insured against breakage, transport and fire damage.

VII. Packaging Ordinance

1. In accordance with the provisions of the Packaging Ordinance, the supplier must declare and dispose of the transport packaging, which was necessary for the secure and intact delivery of the products, and all sales packaging using a licensed disposal company.
2. Arrangements regarding payment for the disposal of packaging material by the party supplied must be made in writing.

VIII. Court of Jurisdiction and Place of Fulfilment

1. The place of fulfilment for all liabilities arising from the contract is the registered headquarters of the supplier.
2. The sole of court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the District Court of Landshut.

IX. Interpretation of the Contract / Severability Clause

If one of the above provisions of the terms of delivery and payment should be or become legally prohibited or unenforceable, then this event will not invalidate the remaining provisions within our T's and C's; these remain henceforth unaffected.