1. GENERAL
1.1 Our Terms of Delivery and Payment are valid as of the given latest version and apply to all current and future orders from home and foreign ordering parties, other than we have explicitly accepted deviations in writing. Only our written confirmation relating to subsidiary agreements and subsequent changes are binding for us. This also applies to a revocation of the written form clause. The acceptance of our deliveries and services is considered to be an acceptance of our Terms of Delivery and Payment.

1.2 Possible purchasing terms of the contractual partner are only binding for us following our explicit written acceptance of these terms. The same applies to other general business terms of the contractual partner.

1.3 Agreements of the contractual partner with our salesmen, representatives and authorised persons are only binding for us after our written confirmation. Our dispatch and transport terms of resellable packaging do not include the consent to accept cash payments and cheques upon presentation of an authority to collect.

1.4 We are entitled to process data of ordering parties that are related to the given business relations in the sense of the Federal Data Protection Law (Bundesdatenschutzgesetz – BDSG).

2. OFFERS AND THE CONCLUSION OF CONTRACTS
2.1 Our offers are only subject to delivery agreement, or any other contract, is only effective when we have confirmed the client’s order, or any other order, in writing or when we have delivered the merchandise.

2.2 We reserve the right to change the price in the event of a change in the production process or any production composition provided that this does not adversely affect the type and quality of the product.

2.3 In so far as no alternative has been agreed, details in text or pictorial form (e.g. descriptions, illustrations or drawings) published in catalogues, brochures and other publications closely define the nature, condition and use of the merchandise that we supply. The details are approximate values that are customary in the given line of business, other than they have been explicitly defined as binding in the order confirmation. Other details of the manufacturer are not binding if not stated.

2.4 Excess and short deliveries within the customary extent are considered as agreed.

3. PRICES
3.1 Invoicing will be based on the prices applicable on the delivery day if a fixed price has not been explicitly stipulated in writing.

3.2 In so far as no alternative provisions have been explicitly made, all prices are net prices without value added tax which the contractual partner has to pay in the given legal amount, and they are applicable ex our production location without packaging. If no alternative details are furnished, prices are in the European currency (EURO).

3.3 We reserve the right to change prices if the basis for our calculations changes.

3.4 Granted discounts are cancelled in the event of default of payment of the contractual partner, if insolvency proceedings are filed for the assets of the contractual partner or if proceedings are rejected due to insufficiency of assets.

4. DELIVERY
4.1 Time for delivery commences with the date of our order confirmation, but not before all technical and commercial details have been unambiguously specified.

The delivery time is considered to have been fulfilled when the object has left our works or store prior to its expiry or if notification of dispatch readiness has been given. The merchandise cannot be dispatched in due time through no fault of ours.

In the event that we exceed deadlines and delivery times that are not explicitly defined as “fixed or verifiable” in the contract confirmation, then the contractual partner may grant us a reasonable period of grace for the given delivery/service. Only with the expiry of this grace period will we be in default.

4.3 Notwithstanding our rights resulting from a default of payment by the contractual partner, periods of time and deadlines are extended by the same amount of time as the contractual partner fails to fulfill their obligations vis-à-vis us.

4.4 We are absolved of all obligations incurred in the given contract in the event of unforeseeable and exceptional circumstances which we do not have to justify, such as: industrial disputes, operating disruptions, measures of authorities, transport disruptions and other cases of force majeure, irrespective of whether they arose with us or our suppliers. Obstacles of a temporary nature only prevail for the actual obligation to perform, not for the delivery period. In the event that such events subsequently make the delivery impossible or unreasonable for one of the parties, then both parties will be entitled to withdraw from the contract.

4.5 Our liability for culpable delay attributable to slight negligence in breach of duty is hereby excluded other than the breach of duty results in injury to life, body or health. This provision is not associated with a change of the burden of proof to the detriment of the contractual partner.

4.6 We will not be liable for any delivery delays provided that this can be reasonably expected of the contractual partner. Partial deliveries can be separately charged.

5. INFORMATION AND CONSULTATIONS
Information and consultations relating to our products are based on our past experiences and findings. The specified values result from averaged average values. Information and consultations do not dispense with the need to test the suitability of the supplied merchandise and to observe processing instructions. Vocal details are not binding. Cliper 11 of these Terms is applicable in the event of possible liability.

6. DISPATCH AND PASSING OF RISK
6.1 If not specified otherwise deliveries are effectuated ex works. In the event that one of the loci items has been agreed as a delivery term, then the version valid at the time the agreement was concluded is applicable.

6.2 If, at the request of the contractual partner, the merchandise is dispatched to a different location than the place of fulfillment, then the contractual partner will bear all arising transport costs. According to default discretion we will decide free to decide the transport route and the transport company. Upon receipt of the merchandise, the contractual partner must immediately notify us in writing of the nature and extent of any transport damage. The merchandise will only be insured for transport damage, transport loss or breakup at the explicit request and expense of the contractual partner.

6.3 Dispatch and transport of ex works deliveries are always effectuated at the risk of the contractual partner. This is also the case if deliveries are effectuated from a third party store (drop-off shipment) and for the return of merchandise and empties (transported in returnable packaging). The risk of transport for all deliveries, passes to the contractual partner as soon as the consignment has been handed over to the person executing the transport operation or when, for the preservation and retaining an objection, the consignment has left our works or store.

6.4 In the event that dispatch of merchandise is delayed for reasons which the contractual partner is responsible for the transportation of the merchandise, then the passing of risk becomes effective when the contractual partner is given notification of dispatch readiness. The insurance period is extended from the expiry of the agreed period of grace by a period of not less than 1.5 days or by the period of time the consignment has been saved over the personal of the risk area of the contractual partner.

7. PAYMENT
7.1 Payments must be effectuated in EURO (€) free of postage and expenses. Payments with bank transfer are to be entered into the payment particulars agreed. Bills of exchange and cheques will only be considered to have been accepted as payment after they have been honoured and without the obligation for on-time presentation and submitting an objection.

7.2 If not specifically agreed otherwise, payments must be effectuated within 30 days of the invoice date without any deductions. In the event that this payment period is not honored, we reserve the right to demand compound interest on the outstanding amount in accordance with § 283 BGB. This interest accrues from the day after the due date. If interest is not paid within the time limit, we reserve the right to demand interest on the outstanding amount at the statutory rate of 9.9% per annum or the statutory rate if in force, but not less than 4%.

7.3 Final payment is only subject to delivery for free domicile, and also partial deliveries, is transferred to the contractual partner as soon as the merchandise has arrived at their business premises/store ready for unloading. Unloading must be immediately executed, off the merchandise. In this event, the contractual partner must provide us with an adequate member of workers and unloading facilities. We will charge for waiting times as is customary in this line of business. If transport to the destination fails for reasons which lie within the risk area of the contractual partner, then the risk associated with this transport passes to the contractual partner. This also applies to uncompleted acceptance refusal by the contractual partner.

8. RESERVATION OF TITLE AND INDUSTRIAL PROPERTY RIGHTS
8.1 All delivered merchandise remains our property until all owed remunerations, including all derivate claims, have been fully paid. If bills of exchange or cheques are accepted, payment is only considered to have been effectuated after they have been finally honoured. Subsidiary claims include the cost of packaging, freight and insurance as well as any costs, the cost of legal advice and representation, court fees and other costs.

8.2 The contractual partner accepts the merchandise subject to reservation of title for safeguarding our property, including the possibility of security and sale. The contractual partner is obliged to store the merchandise separately and identify it as belonging to us. We are entitled to check the separate storage and identification of the merchandise at any time. If insolvenzy proceedings are opened in the event of insolvency, the assets of the contractual partner will be entitled to immediately identify the reserved merchandise as our own property and repossess the merchandise.
The contractual partner is liable for the loss of our merchandise. The contractual partner must insure the merchandise against water and theft at their own expense and for our benefit. Insurance claims are herewith assigned to us in advance. We must be immediately notified of all arising damage.

8.3
Transformation and processing of the preserved merchandise are carried out on our behalf as manufacturer in the meaning of § 950 BGB (German Civil Code) without placing us under obligation. The processed merchandise is considered to be reserved property in the meaning of Ciper 8.1. In the event that the customer processes, combines and mixes the reserved merchandise with other goods, then we are entitled to co-ownership of the new object in the same ratio as the invoiced amount of the reserved merchandise in relation to the invoiced value of the other used goods. If our ownership becomes extinct due to combination, or mixing, then the customer transfers already now their ownership rights to the new stock of objects to the same extent as the invoiced value of the reserved merchandise and will store it free of charge on our behalf. The co-ownership existing in various objects are applicable as reserved merchandise in the meaning of ciper 8.1.

8.4
The reserved merchandise can be sold, processed or combined with other objects, if no previous consent is given. The reserved merchandise is considered as reserved property in so far as they are not retracted by the third party (party opposing the proceedings) following the first request, and if intervention was justified. If the contractual party grants their buyer different payment, then he must reserve ownership to the reserved merchandise under the same conditions as we have reserved ownership to the delivered reserved merchandise. However, the contractual partner is not obliged to reserve ownership to the buyer regarding the reserved ownership to future arising demands. Otherwise the contractual partner is not entitled to re sell.

8.5
The claims of the contractual partner resulting from the resale of the reserved merchandise are herewith assigned to us to the same extent as is needed to secure the reserved merchandise. The contractual partner is only entitled to re sell if the resulting proceeds entitlement is assigned to us.

8.6
If the contractual partner sells the reserved merchandise together with other goods not supplied by us for a total price, then the claims for the sale will be assigned to us to the same extent as the invoice value of our sold reserved merchandise.

8.7
If the assigned claim is included in a running invoice, then the contractual partner herewith assigns to us already a part of the balance, including the final balance from the current account that equals this claim.

8.8
The contractual partner is entitled, until recall, to collect the claims assigned to us. We are entitled to recall if the contractual partner, to the best of our knowledge, has not fulfilled all the obligations. We are entitled to cancel the recall if claims for the repayment of the claims assigned to us are entitled to the full amount of the claim and that full amount is due.

8.9
If the assigned claim is included in a running invoice, then the contractual partner herewith assigns to us already a part of the balance, including the final balance from the current account that equals this claim. The contractual partner is entitled to recall if the contractual partner, to the best of our knowledge, has not fulfilled all the obligations. We are entitled to cancel the recall if claims for the repayment of the claims assigned to us are entitled to the full amount of the claim and that full amount is due.

8.10
If the object we have delivered includes software, then we retain all rights to this software, especially the copyright and other commercial property rights. We hereby grant you a simple, unrestricted license in the intended purpose of use. The actions, especially duplication, processing or distribution, specified in § 69 c of the Copyright Law, require our written approval.

10.1
If the contractual partner fails to inform us of the order, the order will be considered as unsold goods.

10.2
If the contractual partner fails to inform us of the order, the order will be considered as unsold goods.

10.3
In the event of a notice of defect being justified, then the contractual partner will either remedy the defect or offer to replace the goods. In the event that after-fulfilment fails or is unreasonable for the contractual partner then the contractual partner will immediately have the right to reduce the purchase price or, in accordance with their preference, withdraw from the contract and demand compensation in place of the service, or demand replacement of futile expenditures in conformity with ciper 11.

10.4
The contractual partner is not entitled to terminate the contract in the event of timely and legally justified withdrawal (§ 323 Section 2, BGB – German Civil Code).

11.1
We are liable for damage resulting from injury to life, body or health in conformity herewith the corresponding legal provisions.

11.2
Otherwise our liability is limited to breach of duty and our non-contractual liability to damage caused deliberately or by gross negligence. The liability for all other cases of negligence of employees, collaborators and simple vicarious agents is excluded in this context.

11.3
The limitation on liability and the exclusion of liability according to Ciper 1.2 Sentence 2 323 Section 2 BGB (C/o) may only be applied to the extent that the customer or his representative, the customer is responsible for the damage.

11.4
Liability is limited to contract-typical damage that we could have expected when the contract was concluded on account of the circumstances known to us at the time of the formation of the contract.

12.1
Place of fulfillment and jurisdiction, applicable law

12.2
If the contractual partner is a businessperson or a legal entity under public law in the meaning of § 25 a, the court in accordance with § 371 (3) of the German Civil Code has jurisdiction. A complaint in which the sole place of jurisdiction for all disputes is the seat of our commercial register. We are also entitled to sue the contractual partner at their legal place of jurisdiction.

12.3
The relation between us and the contractual partner are subject to German law under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Rules of International Private Law. INCO/TERM or another, international law applies in exception of the contract. In the event that individual provisions should prove to be ineffective or become ineffective due to subsequent circumstances, then this will not affect the effectiveness of the remaining provisions.

Effective as from May 3rd, 2011.