

Terms and Conditions (GTC)

For use with companies, merchants, legal entities under public law and special funds under public law.

1 General

- 1.1 These terms and conditions apply in the present version from January 1st, 2022 and thus replace all previous terms and conditions of business and delivery.
- 1.2 All deliveries and services are carried out exclusively according to our terms of sale, even if the customer expressly stipulates something else and we maintain silence about his conditions. By placing an order, our general terms and conditions are deemed to have been accepted by the customer.

2 Quotation and Order

- 2.1 Our offers are always non-binding and subject to change unless expressly stated in writing.
- 2.2 Orders are only accepted if they have been confirmed or executed by us in writing; this applies in particular to follow-up agreements.
- 2.3 Cancellation of orders after receipt is excluded.

3 Pricing and Conditions

- 3.1 Unless there is a written price agreement, the prices valid on the day of the order shall apply. The prices do not include sales tax, freight, customs, postage, packaging, insurance and other expenses.
- 3.2 Unless otherwise agreed, free loading on trucks is only included in the price for deliveries from our warehouse.

4 Delivery

- 4.1 Dispatch is always at the expense and risk of the recipient or customer, even if carriage paid delivery has been agreed. The loading process at the delivery location is part of the shipment. We are not liable for transport damage, even if it is caused by the type of packaging or attachment to the means of transport.
- 4.2 The customer has the right to check the packaging and fastening or to do it himself before shipping the goods. Transport insurance is only taken out at the express request of the customer and at his expense.
- 4.3 All information about delivery times is given to the best of our judgement, but is not binding. Your non-compliance excludes any notice of default, damages and other claims of the customer including the right to withdraw from the contract.
- 4.4 Events of force majeure, breakdowns and machine breakdown, destruction or damage to the object of purchase entitle us to cancel the delivery obligation in whole or in part, without the customer being able to derive any claims for compensation from this.
- 4.5 Partial deliveries are permitted and must be paid for in accordance with the conditions. Goods that are ready for dispatch must be accepted within 14 days, unless otherwise agreed.

5 Payments

- 5.1 Our invoices are payable within the agreed period and the agreed terms of payment, regardless of whether the object of purchase has arrived at the destination or whether there are any complaints.
- 5.2 Unless otherwise agreed, the invoice amounts are due within 14 days after the goods are ready for dispatch. This also applies to reasons for which we are not responsible or if the goods have not been collected during this period.
- 5.3 Discount charges are at the expense of the buyer. In the case of payment in a foreign currency, the payment obligation is only deemed to have been fulfilled when we have received the full euro amount of the relevant invoice at our free disposal. This also applies to partial deliveries.
- 5.4 The statutory regulations apply to the consequences of default in payment.
- 5.5 The offsetting and the exercise of a right of lien or retention against us are only permissible with due claims from the same contractual relationship that have been recognized by us or have been legally established.
- 5.6 We are entitled to assign claims from our business relationships.

6 Retention of Title

- 6.1 All delivered goods remain our property until full payment.
- 6.2 The buyer is entitled to resell the purchased item in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including any sales tax) that accrue to him from the resale against his customers or third parties, regardless of whether the purchased item was resold with or without processing.
- 6.3 The buyer is authorized to collect the assigned claims as long as he fulfills his payment obligation towards us in accordance with the contract. If the buyer does not meet this obligation, we are entitled to the amounts collected and must be kept separately.

- 6.4 The buyer can only assign, pledge or otherwise dispose of claims to which he is entitled against us with our consent.
- 6.5 By treating, processing or mixing the goods, we acquire proportionate co-ownership of the new item without incurring any obligations for us.

7 Liability for Defects

- 7.1 Defects must be reported in writing and in detail within 3 days of discovery, but no later than 30 days after receipt of the delivery. Otherwise, the goods are deemed to have been approved by the customer, unless there is a hidden defect that was not recognizable when the goods were accepted.
- 7.2 For the delivery of machines and devices, the VDMA conditions apply, which we assume to be known and which can be requested from us if necessary.
- 7.3 The respective safety data sheets are decisive for lubricants. In any case, our liability is limited to those claims that are stipulated by law. Liability for obvious and hidden defects is excluded, as is any liability for damages.
- 7.4 If freedom from breakage and cracks is guaranteed, this guarantee applies only to such defects that preclude the operability of the machine. We do not provide any warranty for defects in parts that are subject to wear and tear, even if they are guaranteed to be free of breakage. Devices that have been welded or repaired using the so-called bolting process are considered to be free of cracks and breaks.
- 7.5 Unfulfilled assurances and unfulfilled guarantees only entitle the buyer to withdraw from the contract, but not to claims for a reduction in the purchase price or compensation. Unless otherwise agreed, the buyer must report non-compliance with a guarantee or assurance given to him in writing to our address within 14 days of taking delivery of the machine or goods from our warehouse or location.
- 7.6 We are not liable for breakage, tears, destruction and their consequential damage caused by improper use of the delivery item by the buyer.
- 7.7 If we take back the delivery item due to a justified guarantee or liability claim, we will reimburse the full purchase price in return for carriage paid return deliveries to our local address, provided that the goods are in the same condition as when they were delivered. Further claims of the buyer do not exist.

8 Privacy

- 8.1 Every interested party and every supplier assures us of the confidentiality of data such as prices, sources of supply, technical information, etc.
- 8.2 Our information about machine and device locations and prospective buyers is only intended for the recipient and may not be passed on to third parties without our written consent. In the event of violations of the above provisions, we are entitled to compensation.

9 Place of Jurisdiction, Place of Performance, Choice of Law

- 9.1 If the customer is a merchant, our place of business is the place of jurisdiction; however, we are entitled to sue the customer at the place of jurisdiction of his place of business.
- 9.2 Unless otherwise stated in the order confirmation, our place of business is the place of performance.
- 9.3 German law applies. The provisions of the Vienna UN Convention of April 11, 1980 relating to contracts for the international sale of goods (UN Sales Convention) do not apply. In addition, the INCOTERMS 2010 apply to our foreign business, insofar as they do not conflict with these General Terms and Conditions.
- 9.4 Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions.

10 Binding nature of the contract

- 10.1 The above conditions form an essential part of the purchase transaction. The contract remains binding even if individual provisions are ineffective.