1. General

(1) The present General Terms and Conditions of Business shall apply exclusively unless otherwise agreed in writing. We shall not accept contrary terms and conditions or modifications of the Buyer's order by authorisation. Authorisation is given by signing the contract or by an explicit statement or written representation.

(2) Our General Terms and Conditions of Business shall apply as set forth in paragraph (1) above also to all future business transactions with the Buyer.

2. Offer

(1) The offers are made without engagement. All documents relating to the offer, such as illustrations, drawings, stated weights and dimensions shall be deemed approximate unless they have been expressly stated to be binding.

(2) The order is subject to acceptance by us. We have the right to accept the offer in a contract implicit in the Buyer's order by sending an acknowledgement of the order without any conditions.

(3) The scope of the order is determined by our written acknowledgement of the order. All contractual obligations of the Buyer are limited to the contract contents and the written acknowledgement of the order.

(4) Our sales staff and travelling salespeople are not authorized to make verbal agreements, give guarantees thereof or make any other written acknowledgement of the order.

(5) We reserve all property rights and copyrights to information, in particular to illustrations, drawings, calculations and any other documents which are forwarded to the Buyer or third parties. They must not be made accessible to persons other than the Buyer or its authorized representatives.

3. Prices and payment

(1) The price in the acknowledgement of order is quoted without engagement. It is quoted ex exclusive of value-added tax. Value-added tax shall be shown separately in the invoice at the statutory rate applying at invoice date. We reserve the right to adjust the price if costs are reduced or increased after execution of contract in particular, on grounds of collective tariff changes or changes in the price of materials. Proof of this will be given to the Buyer on request.

(2) The Buyer shall pay the price on receipt of the purchased goods or when the invoice is sent. A discount may be deducted only if this has been specially agreed in writing.

(3) If justified doubts arise as to the credit-worthiness of the Buyer after execution of contract, we have the right to require advance payment or collateral security within a reasonable period of time. If such request within the stated period, we shall be entitled to withdraw from the contract after the period has expired.

4. Delivery, delays in delivery

(1) Delivery only takes place by consignment. We shall load the goods at our discretion at the Buyer's expense and risk. The Buyer is responsible for obtaining the necessary permits and approvals - in particular, approvals of plans - as well as the fulfilment of agreed payment terms and other obligations. Should the customer fail to provide these, we may also refuse subsequent performance as long as the Buyer remains in breach of obligation.

(2) If we have a claim to damages or to depreciation against the Buyer, its representatives or its vicarious agents - irrespective of the grounds thereof - we shall have the right to refuse to provide it. We may also apply when the wrong goods are delivered or the quantity falls short of the ordered quantity.

(3) We shall be held liable in cases of malicious intent or gross negligence on our part, or on the part of one of our representatives or vicarious agents. For the rest, we shall be held liable only pursuant to the Produkthaftungsgesetz (German law regulating liability for defects or defects of goods) in each case of essential contractual obligations. However, claims on damages to grounds of a breach of essential contractual obligations is limited to foreseeable loss or damage which is typical for this type of contract. Also in cases of gross negligence or in the case of the foreseeable loss or damage which is typical for the type of contract, unless it is one of the exceptional cases set forth in sentence 1 above.

(4) If we have a claim to damages or to depreciation against the Buyer, its representatives or its vicarious agents - irrespective of the grounds thereof - we shall have the right to refuse to provide it. We may also apply when the wrong goods are delivered or the quantity falls short of the ordered quantity.

(5) Liability for loss or damage - e.g. damage to other goods - caused by the purchased goods to the Buyer's or a third party's property, shall be entirely barred, however, this shall not apply in cases of liability on grounds of malicious intent or gross negligence or in the case of injury to life, limb or health or where such loss or damage following a breach of essential contractual provisions is foreseeable and typical for this type of contract. In cases of gross negligence or following breaches of essential contractual provisions, liability shall be limited to foreseeable losses or damage which are typical for this type of contract.

(6) The provisions of the above paragraphs 4 and 5 extend to indemnification as well as to performance and damages in lieu of performance, irrespective of the legal grounds thereof.

(7) If subsequent performance as set forth in paragraph 2 is impossible or too difficult, or if it fails twice, the Buyer has the option either to reduce the price accordingly or to withdraw from the contract as provided by law. This applies, in particular, in cases of culpable delay or refusal to allow the goods to be placed into our works' premises. We also reserve the right to substitute delivery of the wrong goods for the delivery of the right goods.

(8) The period of limitation for claims and rights on grounds of defect in the purchased goods is one year, starting from the original date of delivery. In the case of gross negligence or in the case of injury to life, limb or health or in the case of breaches of essential contractual obligations.

5. Liability for damages

(1) If the goods are delivered defective, the Buyer has the right to refuse to provide it. We may also apply when the wrong goods are delivered or the quantity falls short of the ordered quantity.

(2) If the goods are delivered defective, the Buyer has the right to refuse to provide it. We may also apply when the wrong goods are delivered or the quantity falls short of the ordered quantity.

(3) If subsequent performance as set forth in paragraph 2 is impossible or too difficult, or if it fails twice, the Buyer has the option either to reduce the price accordingly or to withdraw from the contract as provided by law. This applies, in particular, in cases of culpable delay or refusal to allow the goods to be placed into our works' premises. We also reserve the right to substitute delivery of the wrong goods for the delivery of the right goods.