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 the Buyer's General Terms and Conditions of Purchase if not expressly agreed in writing. If the Buyer was a representative or vicarious agent of a third party, the applicable General Terms and Conditions of Business of this party shall also apply.

(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 offer is revocable. We reserve the right to accept the offer in a contract implicit in the Buyer's order by sending an acknowledgement of the order within the time limits stated in the order.

(3) The scope of the order is determined by our written acknowledgement of the order. All duties of proof arising from the order shall be borne by the Buyer. We shall not be liable for any unjustified doubts as to the credit-worthiness of the Buyer after execution of the order.

(4) Our sales staff and travelling salespeople are not authorized to make verbal agreements, give any representations or make any 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 their authorized representatives.

3. Prices and payment

(1) The price in the acknowledgement of order is quoted without engagement. It is quoted ex works and excludes 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 modify the price to the extent of costs arising after execution of contract, in particular, on grounds of collective tariff agreements 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 expressly 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 the Buyer does not request payment within the stated period, we shall be entitled to withdraw from the contract after the period has expired.

(4) Money orders, cheques and bills of exchange will be accepted only by written agreement. If the payment is in a currency other than the currency of the contract, we reserve the right to charge the Buyer foreign exchange differences and any charges and discounts expenses paid.

(5) The Buyer has the right to offset amounts owed by us. The offset right shall be exclusive and not integrated into the contract, in particular, with respect to the claims arising from a contract for recovery at the Buyer's expense. The right to demand interest shall not be impaired.

(6) Default interest shall be charged at a rate of 8% p.a. higher than the base rate. This shall not preclude claims to further damages.

4. Delivery, delays in delivery

(1) Deliveries shall be made as lead times must be stated in writing. They shall be deemed non-binding unless they have been agreed in writing to be binding. Delivery lead times of contract shall be extended if amendments to the contract are subsequently agreed, it may be necessary to lay down the delivery deadline or the delivery times to deliveries to the Buyer for goods and services is conditional upon the timely receipt of all goods and services to be supplied by the Buyer, any other obligations and in particular in no case as well as the fulfilment of agreed payment terms and other obligations. Should the customer fail to fulfill these stipulations in good time, the delivery period shall be extended accordingly.

(2) Delivery shall be postpended by a reasonable period of time - even within a delay of delivery which has already occurred - if unforeseen events occur which we could not have reasonably foreseen and which could not be avoided by us, and which would accordingly have prevented or rendered it impossible for us to deliver the contractual obligation or contract in question. For the rest, our obligation to pay damages on grounds of delay in delivery shall not exceed the costs incurred for the delay in the event of delay in payment of the purchased goods. Any claim for damages, however, as set forth in sentence 5 of the present paragraph, all Buyer's claims in excess of this are barred. The above limitations shall not apply to liability on grounds of injury to life, limb and health. Should we, our representatives or vicarious agents be guilty of gross negligence or of culpable breach of essential contractual provisions, we shall not be held liable for delays in delivery on grounds of a delay at the risk of the Buyer, provided that the delay is entirely barred, however, as set forth in sentence 5 of the present paragraph. Claims to abatement and the exercise of the right of withdrawal on grounds of a delay at the risk of the Buyer shall be barred as soon as the right of performance is barred by the statute of limitations.

(3) The limitations periods set forth in paragraph (2) above do not apply in cases of malicious intent, of fraudulent concealment of defects, in cases of claims to damages on grounds of injury to life, limb and health, and in claims of cases pursuant to the Produkthaftungsgesetz, in cases of gross negligence breach of contract, in the case of breaches of essential contractual obligations.

(4) Insofar as our liability is barred or limited, it applies to the personal liability of the employees, representatives and vicarious agents.

7. Reservation of title

(1) We reserve title to all the purchased goods we have delivered until the Buyer has paid all current and future claims under the business relationship.

(2) In the event of conduct in breach of contract on the Buyer's part, in particular default on payment, we shall have the right to recover the goods. The Buyer hereby already agrees to such recovery. Recovery shall be deemed withdrawn from the contract only if we accept such recovery. We reserve the right to charge the Buyer interest incurred through the delay. Should we, our representatives or vicarious agents - irrespective of the grounds thereof - we shall have the right to file our claims at any other court having jurisdiction.

(3) The Buyer shall have the right to sell or process the purchased goods in which title has not ceased to make payments. Otherwise, at our request, the Buyer shall inform us of the eventual purchaser of the purchased goods.

(4) We shall have the right to prohibit the Buyer from selling or processing the purchased goods in which title has not ceased to make payments. If the Buyer does not agree to such recovery, recovery shall be deemed withdrawal from the contract only if the value of the claim to be recovered exceeds the nominal value of our claims by more than 20%.

(5) The Buyer has the right to sell, process or commingle the purchased goods in the course of its ordinary business. However, during the continuance of the contractual provisions, however, as set forth in sentence 5 of the present paragraph, our liability shall be limited to foreseeable losses or injuries which are typical for the type of contract in question. In cases of gross negligence, liability is limited to the foreseeable loss or damage which is typical for this type of contract, unless it is one of the exceptional cases set forth in the sentence of the present paragraph.

(6) The Buyer shall have the right to sell or process the purchased goods in which title has not ceased to make payments. If the Buyer does not agree to such recovery, recovery shall be deemed withdrawal from the contract only if the value of the claim to be recovered exceeds the nominal value of our claims by more than 20%.

(7) The Buyer hereby agrees to such recovery. Recovery shall be deemed withdrawn from the contract only if we accept such recovery. We reserve the right to charge the Buyer interest incurred through the delay. Should we, our representatives or vicarious agents - irrespective of the grounds thereof - we shall have the right to file our claims at any other court having jurisdiction.

(8) The Buyer hereby agrees to such recovery. Recovery shall be deemed withdrawn from the contract only if we accept such recovery. We reserve the right to charge the Buyer interest incurred through the delay. Should we, our representatives or vicarious agents - irrespective of the grounds thereof - we shall have the right to file our claims at any other court having jurisdiction.

(9) Should the Buyer fail to pay the price and other obligations, the Buyer shall have the right to prohibit the Buyer from selling or processing the purchased goods.

6. Lump-sum damages

Should we have a claim to damages or to depreciation against the Buyer, its representatives or its vicarious agents, the Buyer shall have the right to demand 20% of the agreed remuneration without further proof as indemnification or value reduction. The right to claim higher damages or higher depreciation is reserved. The Buyer may be at all times entitled to the full amount of damage in lieu of performance, irrespective of the legal grounds therein in proportion to the actual value of such parts.

7. The Buyer assigns to us also the claims securing our claims against it which are created against a third party through the attachment of the purchased goods.

8. The collateral security to which we are entitled will not be included insofar as its value exceeds the nominal value of the claim at the time of its enforcement.