

1. Area of Application

(1) These General Terms and Conditions of Sale apply solely to entrepreneurs, legal persons governed by public or private law in terms of Art. 310 (1) of the German Civil Code (BGB). We shall only recognise the Customer's opposing or deviating terms and conditions of sale if we expressly approve their application in writing.

2. Transferred documents

We reserve the property rights and copyrights to all documents such as calculations, drawings, etc. that are transferred to Customer in connection with the placement of the order. These documents may not be made accessible to third parties unless we grant the Customer in writing our explicit approval to do so. If we do not accept the Customer's offer within the period of 2 weeks these documents are to be returned to us immediately.

3. Prices and Payment

(1) If there is no written agreement to the contrary, our prices apply ex works, without packaging and exclusive of the value-added tax at the respectively valid amount. The costs of packaging will be invoiced separately.

(2) Payment of the purchase price shall be made solely to the identified account. The deduction of a discount is only permitted with a separate agreement in writing.

(3) The payments are to be made directly to us within the arranged payment period without any deduction. The discount lapses in the case of a due balance.

(4) Outstanding payments shall bear interest at the statutory interest rate for defaults, irrespective of negligence on the part of the Customer. In the event of a default, we continue to reserve the legal rights to damage compensation and the right to withdrawal from the Contract. After the occurrence of a default, if higher costs have not been incurred, EURO 4.00 per reminder will be charged.

(5) If no fixed price agreement was reached, we reserve the right to make appropriate alterations in price due to a change in the wage, material and sales costs for deliveries that are made 3 months or later after the conclusion of the Contract.

4. Offsetting and rights of retention

The Customer is only entitled to the right to offset if his counterclaims are legally binding or uncontested. To exercise a right of retention, the Customer is only authorised to the extent that his counterclaim is based on the same legal relationship.

5. Delivery Time

(1) The beginning of the delivery time stated by us assumes the prompt and proper fulfilment of the Customer's obligations. We reserve the right to object on the grounds of an unfulfilled Contract.

(2) If the Customer is in default of acceptance or if he culpably breaches other obligations to cooperate, we are entitled to request the compensation of any damage incurred to this extent, including any additional costs. We reserve the right to enforce further claims. If the preceding conditions are met, the risk of an accidental loss or an accidental deterioration of the purchased product is transferred to the Customer at the point in time when he enters into default of acceptance or payment.

(3) Legal claims and rights of Customer due to a delay in delivery remain unaffected hereby.

6. Transfer of Risk upon Despatch

If the goods are sent to the Customer at the wish of the Customer, the risk of accidental loss or accidental deterioration of the product is transferred upon despatch to the Customer and no later than upon leaving the factory/warehouse. This applies irrespective of whether the despatch of the product is handled from the place of fulfilment or who bears the freight costs.

7. Retention of Title

(1) We retain the title to the delivered product until complete payment of all receivables from the delivery agreement. This also applies to all future deliveries, even if we do not always make explicit reference thereto. We are entitled to take back the purchased product if the Customer breaches the Contract.

(2) The Customer is obligated to treat the purchased product carefully until the title has been transferred to him. In particular, he is obligated to sufficiently insure it at its replacement value against theft, fire and water damage. If maintenance and inspection work must be conducted, the Customer shall perform this work in due time at his own cost. As long as the title has not been transferred, the Customer shall notify us immediately in writing if the delivered object is pledged or exposed to other interference by third parties. If the third party is not capable of remunerating the court or out-of-court costs of a lawsuit in accordance with Art. 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for the loss incurred by us.

(3) The Customer is entitled to the further sale of the product subject to the retention of title in a normal business transaction. The Customer hereby assigns to us, for the final invoice amount agreed with us (including the value-added tax), his purchaser's receivables from the further sale of the product subject to the retention of title. This assignment shall apply independently of whether the purchased object was sold without or after processing. The Customer also remains authorised, after assignment, to collect the receivables. Our authority to collect the receivable ourselves remains unaffected hereby. We shall not, however, collect the receivable as long as the Customer discharges his payment obligations from the received income, does not default in payment and, in particular, there is no application filed for insolvency proceedings and no discontinuation of payment.

(4) The modification, processing or alteration of the purchased product by the Customer is undertaken in the name and on behalf of us. In this case, the vested rights of the Customer to the purchased product continue with the altered product. If the purchased product is processed with other objects that do not belong to the purchased product, we shall acquire co-ownership to the new object at the proportion of the objective value of our purchased product in relation to the other processed objects at the time of processing. The same applies in the case of mixing. If the mixing takes place in such a way that the object of the Customer is to be viewed as the main product, the parties agree that the Customer shall transfer to us proportionate ownership and reserve the resulting sole ownership or co-ownership for us. To ensure our receivables from the Customer, the Customer shall also assign to us those receivables that accrued with respect to a third party from combining the product subject to reservation of title with a property; we hereby accept this assignment.

(5) We are obligated to release the securities to which we are entitled at the request of the Customer if their value exceeds the receivables to be secured by more than 20 %.

8. Warranty and Notification of Defects as well as Recourse/Manufacturer's Recourse

(1) The Customer's warranty rights assume that he properly discharges his obligations to inspect and notify of defects in accordance with Art. 377 of the German Commercial Code (HGB).

(2) Defect claims shall expire 12 months after completed despatch of the new devices delivered by us to the Customer. With the sale of used products or demonstration products, the warranty period is excluded entirely. Before any return of products, our approval shall be obtained.

(3) Should the delivered product have a defect in spite of all due care and if it was present at the time of the transfer of risk, we shall improve the product, subject to the timely notification of the defect, at our own discretion or deliver a replacement product. We shall be given the opportunity for post-performance fulfilment within an appropriate period of time. Rights of recourse remain unaffected by the preceding provision without limitation.

(4) If the post-performance fulfilment fails, the Customer may withdraw from the Contract irrespective of any claims for damage compensation.

(5) No claims of defects may be lodged for only insignificant deviations from the agreed properties, for only insignificant compromising of usability, for natural wear and tear such as damage that results, after the transfer of risk, in consequence of defective or negligent treatment, excessive use, unsuitable equipment or due to special external influences that are not assumed in accordance with the Contract. If improper maintenance work or changes are made by the Customer or third parties, no claims for defects may be lodged for these and the ensuing consequences.

(6) The Customer's claims due to expenses required for the purpose of the post-performance fulfilment, particularly transport, commuting, work and material costs, are excluded if the expenses increase because the products delivered by us were subsequently used at a location other than the branch of the Customer, unless the transfer is in accordance with proper use.

(7) The Customer's right to recourse with respect to us only exists to the extent that the Customer, with his purchaser, did not make any agreements extending beyond the legally required defect claims. For the scope of the Customer's recourse claim with respect to the Supplier, Section 6 shall also apply accordingly.

9. Other

(1) This Contract and the entire legal relationship between the parties is subject to law in the Federal Republic of Germany under the exclusion of the UN Convention on the International Sale of Goods (CISG).

(2) Place of fulfilment and sole place of jurisdiction for all disputes arising from this Contract is our business headquarters unless something to the contrary is stated in the order confirmation.

(3) All agreements that have been made between the Parties for the purpose of executing this Contract are recorded in writing in this Contract.

(4) Should individual provisions of this Contract be or become invalid or include a loophole, the other provisions shall not be affected thereby. The parties are obligated, in lieu of the invalid provision, to agree to a legally permissible provision that comes closest to the economic purpose of the invalid provision.