

1. General
 - 1.1. These terms and conditions are a constituent part of all quotes, deliveries and contracts, also of existing and future business relationships. These terms and conditions take precedence over contradictory quotes, other briefs, contract drafts or terms and conditions of customers. Any deviant terms must be in writing.
 - 1.2. Our general standard terms and conditions for deliveries and payments shall apply only to those persons acting on behalf of a company or as a freelance at the time of contract conclusion (businesses) and to legal persons in the public domain and public special assets.
2. Granting of orders
 - 2.1. Orders shall become legally binding upon receipt of our written confirmation, the contents of which shall be the sole determinant for the contractual relationship and for the scope of deliveries and performance. Other agreements, verbal declarations issued by employees and agents or any modifications to confirmed orders (including changes to items for delivery) require our explicit written information to be valid.
 - 2.2. Our delivery obligation shall be subject to the timely and proper deliveries to ourselves.
 - 2.3. All products delivered by us shall remain in the country of destination as specified and agreed with the customer. The re-export of products is subject to the export regulations of the Federal Republic of Germany or of the country of origin and the customer may require official approval. It is up to the customer to obtain all necessary information concerning such regulations.
3. Deliveries
 - 3.1. Deliveries shall be ex works and to the account of and to the risk of the customer. Forwarding costs shall be billed separately.
 - 3.2. In so far as no special provisions are made concerning type of forwarding, the best forwarding mode shall be at our discretion (with no guarantee for safest, fastest or cheapest forwarding). Partial deliveries and performance are permitted where reasonable.
 - 3.3. If the delivered item is destined for another member state of the European Community, the customer is obliged prior to dispatch to advise us of his VAT ID number and his industrial sector. This shall apply accordingly concerning other states where the provisions of this regulation are applicable.
 - 3.4. Risk for the deliveries transfers to the customer at the time in which a delivery is dispatched from our works or warehouse. This also applies in the case of partial deliveries. Where dispatch is delayed by circumstances beyond our control risk shall transfer to the customer upon issue of advice specifying readiness to deliver.
 - 3.5. If so requested by a customer all deliveries shall be insured at customer expense from time of transfer of risk. In the event of damages our claims arising from insurance shall be transferred to the customer contemporaneously with realisation of contractual performance for the customer (including reimbursement of insurance premiums).
4. Design changes
 - 4.1. Any deviations in properties described in brochures or in similar pictures or in offers (with respect to form and colour) shall be deemed contractually agreed in so far as they are the consequence of natural irregularities in the materials used.
5. Delivery time
 - 5.1. If a delivery period is agreed, this shall start from the date of our confirmation of order, but not before provision by the customer of agreed documents, permits, approvals and complete clarification by the customer of technical questions and any details required from the customer concerning the design.
 - 5.2. The delivery period shall be deemed complied with if the circumstances described in section 3 concerning transfer of risk occur prior to expiry of the deadline and shall extend – also within default – as appropriate upon the occurrence of force majeure and any hindrance unforeseen at time of contract conclusion which are beyond our control in so far as such hindrance has a verifiable influence upon rendering the performance in question. This shall also apply if such circumstances occur at our suppliers. We shall advise customer without delay as to the start and the conclusion of such hindrance. If such hindrance extends for a period of longer than three months, or that it apparent that it may last longer than three months both parties, ourselves and the client, have the right to withdraw from the contract. If a customer is in default of acceptance of delivered items or payments we are entitled, after unsuccessful expiry of a second and reasonable deadline set by us in accordance with the law, to withdraw from the contract and/or claim damages.
- 5.3. Upon assertion of damages in lieu of performance we are entitled without proof to demand compensation amounting to 20 % of the purchase price to compensate for lost profit in so far as the delivery item is a production item or standard product or to an amount of 100 % of the purchase price if the delivery item is a custom fabrication according to specific customer wishes and where capital expenditure was required on our part to be in a position to make delivery. The contracting parties shall retain the right to prove higher levels of damages or substantially lower levels of damages. The regulations specified by law concerning the determination of damages shall remain unaffected by this clause in so far as the contract has been previously completely fulfilled on our part. We are furthermore entitled upon customer default to accept delivery to bill for additional expenditure incurred, in particular storage costs.
6. Prices
 - 6.1. Prices shall be ex works or warehouse plus packaging, freight and insurance together with value added tax at the legally valid rate. Prices shall apply specifically to the order in question and shall not apply for prior or future orders.
 - 6.2. Contracts having an agreed delivery period of more than five weeks shall entitle contracting parties to demand a change to the agreed price in the event that after conclusion of the contract by the contracting parties unavoidable changes occur to price determining factors, for examples cost reductions or increases due to collective bargaining agreements or price changes to materials. Price changes shall be limited to an amount required to compensate the cost increase or cost reduction occurring. A corresponding price adjustment right shall apply to one of the contracting parties if because of delays for which the other party is responsible an actual delivery period results of greater than five weeks.
7. Defects
 - 7.1. Defects shall be advised of in writing without delay the latest within two working days. In individual cases where risk for transport is specifically accepted by us, transport damages shall require confirmation in writing by the forwarding agency. In the case of rail transportation, customer shall assign all claims against the railway operator to us and shall provide us with all documents required to assert such claim. Guarantees against defects expire within two years after hand-over. Guarantees against defects only apply to defects on products manufactured by us at time of hand-over and specifically not to accessory materials. With respect to ancillary materials, the guarantee and warranty terms of the manufacturer shall apply. It is specifically pointed out that surfaces are subject to wear and tear during normal use even within the guarantee period. We shall make all efforts to rectify all defects within a reasonable period of minimum 14 days. If such rectification fails, the customer may demand replacement, reduction or compensation. Customer shall not return goods to us without our express agreement. In the case of unjustified complaints we are entitled to bill for costs of inspection/testing.
 - 7.2. We shall be liable in accordance with the provisions of the product liability law and in cases of inability and impossibility to perform. We shall also be liable for damages in accordance with the legal stipulations arising from cases of intent, gross negligence, acceptance of guarantees for the properties of an object and for any personal injuries to life, body and health for which we are culpable. Should we breach a cardinal obligation, due to simple negligence or a cardinal contractual obligation, our liability to compensation shall be limited to damages considered to be contract typical and foreseeable. In all other cases of liability damages arising due to breaches of an obligation arising from the obligatory relation or due to unauthorised actions are excluded such that we are in this sense not liable for any lost profits or other pecuniary loss suffered by the customer. In so far as our liability is excluded or limited based on the foregoing provisions this shall also apply to the personal liability of our employees, staff, co-workers, agents and representatives.
8. Customer service
 - 8.1. The foresee customer service performs small to medium repairs as well as on site erection. Orders for such services should be directed to the central customer service point. Our customer service is authorised to perform only those tasks as ordered; our staff shall be granted unrestricted access to the pertinent location/objects. Futile journeys shall be charged. We shall bill for hours worked, spare parts, proportional travel expenses with the exception of rectification of defects; jobs can be quoted upon request.
9. Conditions of payment
 - 9.1. Deductions are prohibited. In the event of default of payment we are entitled without prejudicing furthergoing claims for damages to charge interest at the normal bank rate at a minimum rate of 5 % above the basic bank rate. Payments shall be transacted such that the amounts are credited to our accounts at the due date.
10. Conditional ownership
 - 10.1. The goods shall remain our property until the customer has paid all amounts outstanding including future claims arising from the business relationship in particular any current account balances or until bills of exchange/cheques presented for payment are credited. The goods shall also remain our property in so far as we enter obligations to third parties in favour of the customer until such time as this obligation is extinguished.
 - 10.2. Customer may only resell the goods in regular business transactions and may neither pledge nor assign the goods for collateral. If the goods are sold or otherwise transferred to third parties the customer prudentially assigns us herewith all resulting claims and rights. Customer is entitled to collect; in the case of ongoing default of payment this right shall be cancelled immediately. If the value of our collateral exceeds the value of our claims by more than 20 % we shall release collateral upon request. If the customer resells the goods he shall make ownership conditional. The processing of our goods shall be on our behalf and for us without such actions incurring any obligations. If goods delivered by us are mixed or compounded with other items the customer shall prudentially herewith assign to us his ownership/co-ownership rights to such mixed objects/new objects to the value of our goods. Customer shall insure goods to normal extent or shall include goods in existing insurance cover and herewith assigns all rights arising from such insurance to us. The customer is obliged to advise us immediately of any attachment of goods subject to our conditional ownership or of any assigned claims.
 - 10.3. Customer shall bear costs for intervention.
11. Design protection
 - 11.1. Any pictures, drawings, sketches, collections or other documents shall remain our property and our copyright, such items shall be returned to us upon request. All rights to forms, patterns and technical solutions incorporated within the goods shall be deemed ours. Customer is prohibited from copying the goods, having them copied or becoming involved in the distribution of such copied goods.
12. Place of fulfilment and court of jurisdiction
 - 12.1. Place of fulfilment for delivery and payment is 31848 Bad Münden (District of Eimbeckhausen). Court of jurisdiction for all disputes arising either directly or indirectly from this contractual relationship also as arising from bills of exchange or cheques is 31785 Hameln. We are entitled if so requested to approach the general court of jurisdiction of the debtor. The customer herewith authorises us, and waives notice thereof, to process any personal data in accordance with the stipulations of the German data protection act in so far as such processing is required for the fulfilment of the contractual relationship.
 - 12.2. These general standard terms and conditions and the entire legal relationship between ourselves and the customer shall be subject to the laws of the Federal Republic of Germany and to the exclusion of the UN sales laws.
13. Miscellaneous
 - 13.1. All further agreements and changes to the existing general standard terms and conditions of delivery and payment shall only be valid if they are confirmed by us in writing. Payments shall be made in the currency of invoice.