I. Validity/Offer
1. These General Conditions of Sale ("Conditions") shall apply to all present and future contracts and for other services rendered. The conditions of the Buyer do not oblige us to anything, even if, after receipt, they are not specifically declined by us.

2. Our offers are subject to change without notice. Any agreements, especially oral collateral agreements, promises, dates of delivery and other assurances given by our sales staff shall be binding only once they have been confirmed by us in writing.

3. Any supporting papers belonging to our offers such as drawings, pictures, technical details, reference to standards as well as statements in advertising materials are not statements about quality, assurances about characteristics or guarantees in so far as they are not specifically characterized as such in writing.

4. Variances from offers, samples, test or delivery particulars in the items supplied are permissible as long as they are within the appropriate valid DIN/EN norms or other relevant technical standards.

II. Prices
1. Our prices are free our warehouse, excluding packaging, unless something else is agreed upon. Value Added Tax will be added.

2. If the items are to be delivered packaged, we will charge the packaging at our cost. We will take back the packaging delivered according to statutory provisions if it is returned to us freight free within a reasonable period of time.

III. Payment and Set-Off
1. Our invoices are due within 14 days with a 2 % cash discount or within 30 days net, beginning with the date of the invoice. The payment must take place within this period so that the amount involved is available to us at the latest on the due date. The Buyer will be in default at the latest 10 days after payment is due and without the need for a reminder.

2. Invoices for amounts under EUR 50.00 as well as for assembly, repairs, forms and tools are due immediately without deductions.

3. Counterclaims which are contestable have not yet been legally determined to be final and conclusive or which do not give the right to offset or withdrawal payments.

4. When payment is not due, at the latest by default, we are authorized to invoice interest at the level of the appropriate bank rate for overdraft credits, at a minimum, however, at 8 percentage points over the basic interest rate. A claim for further damages due to this delay remains reserved.

5. If it becomes apparent after the conclusion of the contract that payment of our claims is in danger due to inability of the Buyer to pay, then we retain the rights under § 321 BGB (Objections Due to Uncertainty). We shall also be authorized to make use of rights under § 321 BGB (German Civil Code) and to make due any and all of our non-secured accounts receivable resulting from the same legal relationship, and we may revoke the collection power as set forth in clause V/5 of these Conditions. In addition, when payment is delayed we are entitled, after expiration of an appropriate extension period, to take back the goods delivered and to request that they not be sold or processed. This taking back shall not constitute a withdrawal from the contract.

6. The Buyer can avoid all of these legal consequences by payment or giving security in the amount of our endangered receivables. The regulations of the insolvency law are not affected by the above.

7. Any cash discount agreed to always applies to the value of the invoice excluding freight and has a prerequisite that all amounts due by the Buyer have been paid at the time of the discount.

IV. Delivery Deadlines
1. Delivery deadlines and dates are considered to have been met when the goods have left our warehouse by the time due.

2. Our commitment to deliver is subject to correct and timely self-delivery unless we are responsible for the defective or late self-delivery.

V. Retention of Title
1. All goods delivered by us remain our property (Reserved Property) until all claims arising from the delivery and any contractually associated claims have been settled, regardless of the origin of the claims and including future or conditional claims.

2. With regard to processing or manufacturing of the Reserved Property, we shall be deemed to have performed our contractual duties, especially those due to impossibility, delay, culpa in contrahendo and tortuous acts – also those of our managerial staff and other personnel – only in those cases of wrongful intent or gross negligence. Our liability for breach of contract on our own part, as well as for the care which we would normally apply in our own affairs. The Buyer takes over the costs of insurance and freight free to the place of production in the required quantity, or with an additional quantity to cover the Buyer's specification, deliveries are permitted which are up to 10 % more or less than the quantity ordered.

3. Unless the Buyer gives us the possibility to convince ourselves of the defects, especially if, when requested, he does not make the defective goods or samples thereof available to us, he cannot claim that the goods are intact.

4. In accordance with clause VIII of these Conditions, additional claims are not acceptable. They apply in particular to claims for damages which did not occur to the goods themselves (consequential damages).

VI. Performance of Deliveries
1. The Buyer is obligated to receive the goods handed over to a forwarding agent or a carrier, at the latest, however, within five days after goods leave direct delivery. The goods are transferred to the Buyer in all cases, even those which are prepaid or free house deliveries. The Buyer must bear the responsibilities and costs of unloading. We shall obtain insurance at our expense.

2. We are permitted to make partial deliveries in reasonable amounts. With goods manufactured to the Buyer's specification, deliveries are permitted which are up to 10 % more or less than the quantity ordered.

3. With call contracts, we are permitted to produce or have the total quantity produced at one time. Any changes desired cannot be considered after the order has been given unless this has been specifically agreed to. Unless there is a firm agreement, call up times and quantities can only take place according to our supply or manufacturing capacities. Should the goods not be called according to the contract, after a reasonable additional period of time we are authorized to invoice them as having been delivered.

VII. Warranty Provisions
1. With immediate and justified notice of defects we can, at our choice, either repair the defect or replace the defective good ("remedy delivery"). If we fail to execute or refuse the remedy delivery, the Buyer may reduce the purchase price, or after setting a reasonable but unsuccessful date for the remedy delivery, may withdraw from the contract. If the defect is only minor, he has only a right of reduction.

2. We shall take over costs in connection with the remedy delivery in each individual case only insofar as we are responsible for the defects but not if the defects have been caused by normal wear and tear. The Buyer must immediately inform us about any seizure or other adverse actions on the part of third parties to the goods or on any other items which are the subject of our claim. If the Buyer fails to do so, he cannot claim that the goods are defective or have been manufactured in accordance with the contract.

3. The Buyer is required to immediately inform us if any seizures or other adverse actions are taken in connection with the delivery of the goods or guaranteed their absence. Any statutory rules regarding the burden of proof shall remain unaffected by the aforesaid.

3. Unless otherwise agreed to any contractual claims which the Buyer is entitled to in connection with the delivery of the goods shall fall under the statute of limitations within a period of one year from the date after goods have been delivered to the Buyer. This limitation period shall also apply to such goods which, according to their normal purpose of use, have been used for constructive works related to real estate property and which have caused damage within this context. This limitation period shall not apply to our liability resulting from breaches of contract caused by our wrongful intent or by our gross negligence, neither shall it apply to any of the Buyer's statutory rights of redress. In cases of remedy deliveries, the limitation period shall not start again.

IX. Copyrights
1. We reserve all our property and our copyrights of all cost estimates, drafts, drawings and other supporting papers. They may be made available to third parties only after our agreement. Drawings and other supporting documents relating to offers must be returned at our request.

2. So far as we have delivered items according to drawings, models, samples or other supporting documents supplied by the Buyer, he takes over the liability that protected rights of third parties have not been damaged. If third parties, with reference to protected rights, do not permit constructive works related to real estate property and which have caused damage within this context, or if the Buyer fails to properly inform us of such a risk, he also takes over the liability that protected rights have not been damaged.

3. In case of doubt, the German version of these General Conditions of Sale shall prevail.