

Terms of Service

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§ 1 Offer and conclusion of contract

The order signed by the customer is binding. We can accept them within two weeks by sending an order confirmation or send the ordered goods within this period.

§ 2 Leave Documents

All documents handed over to the Purchaser in connection with the assignment of the order, Calculations, drawings, etc., we reserve the right to property and copyright. These documents may not be made accessible to third parties, unless we give the customer our express written consent. If we do not accept the offer of the customer within the time limit of § 1, these documents shall be returned to us without delay.

§ 3 Price- and payment conditions

(1) The Payment of the purchase price must be made exclusively on the named account. The deduction of cash discount is only permissible with a written special agreement.

(2) Unless otherwise agreed, the purchase price is payable within 10 days of delivery (alternatives: "... the purchase price is payable within 21 days of the invoice" or "... the purchase price is payable by the date specified "). Interest on arrears of 5% above the respective base rate p. a. calculated. The assertion of a higher damage caused by default remains reserved. In the event that we assert higher arrears, the Purchaser shall have the opportunity to prove to us that the alleged damage caused by default is not at all or at least substantially lower.

§ 4 Set-off and retention rights

The customer is entitled to set-off only if his counterclaims are legally established or undisputed. The purchaser is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

§ 5 Delivery times

(1) The commencement of the delivery time specified by us shall presuppose the proper and timely fulfillment of the obligations of the customer. The exception of the unfulfilled contract remains reserved.

(2) If the purchaser is in default of acceptance or if he culpably infringes any other obligation to cooperate, we are entitled to demand compensation for the damage resulting from this, including possible additional expenses. We reserve the right to make further claims. The purchaser shall, on his own account, reserve the right to prove that a loss in the requested amount has not occurred at all or at least substantially lower. The risk of accidental loss or accidental deterioration of the purchased goods shall be transferred to the Purchaser at the time when the Purchaser is in default of acceptance or default.

(3) In the event of a delay in delivery not deliberately caused by a gross negligence, we shall be liable for a delay of 2% of the delivery value, but not more than 10% of the delivery value.

(4) Further legal claims and rights of the customer due to a delay in delivery shall remain unaffected.

§ 6 Retention of title

(1) We reserve the title to the delivered goods until full payment of all claims from the delivery contract.

(2) The purchaser is obliged to treat the purchase item with care as long as the property has not yet passed on to him. In particular, he is obliged to insure these at his own expense against theft, fire and water damage at his own expense. As long as the property has not yet passed, the customer has to notify us immediately in writing if the delivered item is seized or other interventions of third parties. If the third party is not in a position to reimburse us for the court and extrajudicial costs of an action pursuant to § 771 ZPO, the customer is liable for the loss incurred by us.

§ 7 Warranty and complaint

(1) Obvious defects are to be reported to the buyer in writing within 4 weeks of delivery of the contract object.

(2) The purchaser shall initially be given the option of making subsequent performance through rectification or replacement delivery. However, we are entitled to refuse the type of supplementary performance chosen by the customer if it is only possible with disproportionate costs and the other type of supplementary performance remains without significant disadvantages for the customer. During the supplementary performance, the customer is not entitled to reduce the purchase price or withdraw from the contract. A subsequent improvement shall be deemed to have failed with the unsuccessful second attempt, unless the nature of the thing or the defect or the other circumstances is different. If the supplementary performance has failed or we have refused the supplementary performance as a whole, the purchaser may, at his discretion, demand a reduction of the purchase price (reduction) or declare the rescission of the contract.

(3) Claims for damages to the following conditions due to the defect can only be asserted by the customer if the supplementary performance has failed or we have refused the supplementary performance. The right of the customer to assert further claims for damages under the following conditions shall remain unaffected.

(4) Any further liability is excluded without consideration for the legal nature of the claim asserted. If our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.

§ 8 Liability/ Exclusion of Liability

(1) The vendor (contractor) shall not be liable for loss of profit, loss of use or any other indirect or consequential damage. The liability of the vendor (contractor) arising from or in connection with this contract (purchase order) shall be limited to an amount of 10 % of the contract (purchase order) value.

(2) These limitations of liability shall not apply in case of willful misconduct, gross negligence or in case of negligent injury to life, body or health, in case of defects which the vendor (contractor) fraudulently concealed or whose absence the vendor (contractor) has guaranteed as well as in case of defects of the delivery items to the extent the Vendor (contractor) is liable according to the German Product Liability Act § 8 Produkthaftungsgesetz for personal injury or property damage to privately used items.

§ 9 Others

(1) This agreement and the entire legal relations of the parties are governed by the law of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) Should individual provisions of this contract be or become ineffective or contain a gap, the remaining provisions remain unaffected.