

Terms of sale and delivery – Status as of August 2016

I. General provisions

1. Mutual written declarations are decisive for the scope of the deliveries or performances (hereinafter: deliveries). However, the buyer's general terms and conditions of business only apply if the supplier or performance provider (hereinafter: supplier) has expressly agreed to them in writing. Oral agreements must be confirmed in writing to be valid. Offers carry no obligation prior to our written order confirmation.
2. The supplier reserves without restriction its property rights and its exploitation rights arising from copyright for cost estimates, drawings and other documents (hereinafter: documents). The documents may only be made available to third parties with the prior consent of the supplier and, if the order is not granted to the supplier, the documents must be returned to the supplier upon request without undue delay. Sentences 1 and 2 apply correspondingly for the buyer's documents; these may, however, be made available to third parties which the supplier has permissibly commissioned for the deliveries.
3. Partial deliveries are permissible provided they are reasonable for the buyer.
4. Specifications of dimensions, weights and other characteristics of the goods are approximate values and are subject to the tolerances common in the field. The specifications do not indicate warranted characteristics in the legal sense provided they are not expressly designated as such. The products are described exclusively in our catalogue.

II. Prices and payment conditions

1. The prices listed are ex works and do not include packaging, shipping costs and transport insurance, nor do they include the legally applicable VAT.
2. The supplier's pecuniary claim is due 10 days after receipt of invoice.
3. For payments made within 10 days of the invoice date a 3% discount is granted. For payments made within 30 days of the invoice date a 2% discount is granted. All invoices are payable in full within 60 days of the invoice date.
4. Payments shall be made free of all transfer charges to the supplier's account.
5. The buyer can only settle with claims that are uncontested or legally effective.
6. If payment is made late, the supplier has the right to calculate interest for delay in accordance with currently valid legislation.

III. Shipping terms; returns

1. Shipping occurs ex works and with no guarantee of the cheapest type of shipping, provided no specific agreement has been reached. Orders of more than €500 are shipped free of charge; orders of less than €50 are shipped ex works plus a €10 handling charge. Export shipments above a net goods value of €250 are made free to the German border or F.O.B. at a German sea port.
2. Returning goods requires the consent of the supplier, provided this is not a matter of justified claims. If the buyer returns goods without the express consent of the supplier, and provided the reason for this is not a defective delivery, then the supplier shall charge a processing fee of 15% of the net goods value at current purchasing prices. The right to demand contractual fulfillment and acceptance of the goods, including reimbursement of the added costs incurred by the supplier due to the return, remains unaffected hereby. Returns of damaged and discontinued goods are never accepted.
3. Articles requiring revision can not be returned.
4. VDE certified articles will only be accepted for return against an increased fee of 30 %.

IV. Retention of title

1. The objects of the deliveries (retained goods) remain the property of the supplier until all of the supplier's claims against the buyer that have arisen from the business transaction have been fulfilled. Insofar as the value of all security interests to which the supplier is entitled exceeds the value of all secured claims by more than 20%, the supplier shall release part of the security interests upon request by the buyer.
2. While the retention of title is in effect, the buyer does not have the right to pledge the goods or transfer them by way of security. During this time, only resellers may resell the goods in the usual course of business and only under the condition that the reseller receives payment from its customer or, if the reseller stipulates that title to the goods is transferred to its customer, only after the customer has fulfilled its payment obligations.
3. a) If the buyer sells the retained goods, then the buyer transfers as security the future claims on its customer that arise from the resell, including all ancillary rights such as balance claims. This transfer takes effect with no special subsequent explanations. If the retained goods are resold together with other objects without an agreement on individual prices, then the buyer transfers to the supplier, with priority over the remaining claim, that part of the total price claim which corresponds to the price of the retained goods set by the supplier in its invoice.
b) During substantiation of a justified interest, the buyer must provide the supplier with the customer information required to satisfy the supplier's claims against the customer and the buyer must hand over the required documents.
c) Until revocation, the buyer is authorised to collect the transferred claims from the resell. If an important reason exists, in particular delayed payment, stoppage of payment, entry into insolvency proceedings, protest of a bill or justified suspicion of over-indebtedness or pending inability to pay on the part of the buyer, the supplier has the right to revoke the buyer's authorisation to collect. Furthermore, the supplier can, after giving prior warning with a reasonable grace period, disclose the assignment for security, realise the transferred claims and demand that the buyer disclose the assignment for security to the customer.
4. a) The buyer is permitted to process the retained good or to mix it or connect it with other objects. The processing, mixing or connecting (hereinafter: processing) is carried out for the supplier. The buyer shall keep the new thing for the supplier and afford it the care that a proper salesman does. The new thing counts as a retained good.
b) If processing is carried out with other objects which do not belong to the supplier, the supplier is entitled to a share of the ownership of the new thing which corresponds to the ratio of the value of the processed, mixed or connected (hereinafter: processed) retained good to the value of the rest of the processed good at the time of processing. If the buyer acquires individual ownership of the new thing, the supplier and the buyer agree that the buyer grants to the supplier a share of the ownership of the new thing created by the processing corresponding to a ratio of the value of the processed retained good to the value of the rest of the processed good at the time of processing.
c) If the new thing is sold, the buyer transfers herewith to the supplier as security its claim against the customer from the re-sell, including all ancillary rights. This transfer takes effect with no special subsequent explanations. The transfer only applies to an amount that corresponds to the value set by the supplier for the processed retained good in its invoice. The share of the claim transferred to the supplier shall be given settlement priority. With regard to the authorisation to collect as well as the requirements for its revocation, No. 3. c) applies correspondingly.
d) If the buyer connects the retained good with real estate or mobile things, then the buyer also transfers as security the claim to which it is entitled as compensation for the connection, including all ancillary rights, to an amount corresponding to the ratio of the value of the connected retained good to the value of the rest of the connected goods at the time of the connection. This transfer takes effect with no special subsequent explanations.
5. In the event of executions, confiscations or other access or intervention by a third party, the buyer must inform the supplier immediately.
6. In the event of breach of duty by the buyer, in particular delayed payment, the supplier has the right, after the expiration of a reasonable grace period for performance given to the buyer, to withdraw or retract; the legal stipulations on the expendability of setting a grace period are unaffected hereby. The buyer is obligated to surrender possession.

V. Deadlines for deliveries; delay

1. If the supplier is prevented from meeting a performance deadline, the performance deadline is pushed back by a reasonable period; this does not apply if the supplier itself is responsible for the delay. Deadline compliance assumes the proper receipt of all documents, required approvals and releases, in particular of plans, delivered by the buyer, as well as the compliance of the buyer with the agreed payment conditions and other obligations. If these requirements are not fulfilled on time, the deadlines shall be extended correspondingly; this does not apply if the supplier is responsible for the delays.
2. Agreed delivery dates ("Delivery by ...", "Delivery in ...", "Delivery on ...") count as target dates, provided they are not expressly declared as binding by phrases such as "at the latest on ...", "guaranteed by ...".
3. If deadlines are not met due to force majeure, e.g. mobilisation, war, civil unrest or other event, e.g., strike, lockout, the deadlines are extended accordingly.
4. If the supplier is late, the buyer can insofar as it can verify that it has incurred damages hereby demand compensation for each complete week of delay of 0.5%, but totalling no more than 5% of the price for the part of the delivery that, because of the delay, could not be put to its intended use.
5. Compensation claims by the buyer due to delivery delays and instead of performance which exceed the limits listed in No. 4 are excluded in all cases of delayed delivery, even after the expiry of any delivery deadline that may have been set. This does not apply insofar as liability is mandatory in cases of wilful intent, gross negligence, personal injury or death; a change in burden of proof to the disadvantage of the buyer is not connected herewith. The buyer can only withdraw from the contract within the framework of legal provisions, insofar as the supplier is responsible for the delivery delay.
6. If requested to do so by the supplier, the buyer is obligated to declare within an appropriate deadline whether, due to the delivery delay, it intends to withdraw from the contract and/or demand compensation in lieu of performance or whether it insists on performance.
7. If, at the buyer's request, shipping or delivery is delayed by more than a month from notification of readiness for shipping, the buyer may be charged a storage fee for each month commenced of 0.5 % of the price of the delivery items, up to a maximum, however, of 5%. The contracting parties have the right to provide evidence of higher or lower storage costs.
8. If the buyer claims that it did not receive a delivery shipped to it, the supplier can charge the buyer for the costs of the inquiry, no less, however, than €30.
9. Additional and other claims and rights in connection with delayed delivery or performance are excluded.