

General Terms of Sales and Delivery

I. General/Scope

(1) All deliveries and services are provided exclusively in accordance with our Terms of Sales and Delivery. You were explicitly made aware of our Terms of Sale and Delivery at the conclusion of the contract and accepted it as legally binding by acknowledging the order confirmation. We do not accept opposing or deviating conditions of the ordering party from our Terms of Sale and Delivery, unless we explicitly agreed to them in writing. Our Terms of Sale and Delivery also apply if we are executing the delivery to the ordering party without reservation in spite of knowing contrary or deviating conditions of the ordering party from our Terms of Sale and Delivery.

(2) Our Terms of Sale and Delivery shall apply only to enterprises and legal persons under public law according to Art. 310 Par. 1 GCC (BGB, German Civil Code).

II. Quotes/Orders

(1) Our quotes are without obligation, they become binding only with their confirmation or upon invoicing the order by us. We retain all property and intellectual property rights to figures, drawings, calculations and other documents drawn up by us for the purpose of creating a quote and made available to us. This also applies to such written documents referred to as "confidential". Prior to passing them onto third parties, the ordering party must obtain our explicit written approval. We are not obligated in any way to retain videos or digitisations for more than twelve months. In case of special designs, we retain the right to submit proofs for checking and order release.

(2) In principle, orders/jobs shall be submitted in writing only, via e-mail or in our online shop. Orders placed over the phone shall be accepted only in very urgent cases. We are not obligated to perform an inspection whether the drafts delivered by us are addressing or violating existing patent licenses or copyrights, trademarks, or legally protected design patents or other industrial property rights. In case of a claim for compensation by the owner of a violated copyright, the ordering party shall release us in their internal relationship of all claims from the injured third party. The minimum order amount is € 25.00 net, which does not apply in case of cash payment. We draw your attention to the fact that official stamps shall be issued only upon presentation of the written original order from the office in charge of purchasing.

III. Prices/Terms of Payment

(1) All prices listed are given in Euro. Unless the order confirmation states something different, our prices are "ex factory", excluding packaging, which is invoiced separately at the cost price. A return of the packaging is excluded. The legal value-added tax is not included in our prices; its legal amount shall be shown separately in the invoice on the day of invoicing.

(2) We reserve the right to reasonably change our prices if cost increases or cost decreases occur after the conclusion of the contract, particularly as a result of wage settlements or price changes in the material. We will demonstrate these changes to the purchasing party on request.

(3) In principle, the payment of all invoices is due 30 days net (without deductions) from the date of the invoice. Deviating from that, the payment of invoices below € 25.00 (including VAT) is due 14 days net (without deductions) from the date of the invoice. A discount of 2 % is granted for invoices over € 25.00 (including VAT) upon payment within 14 days from the date of the invoice. Partial invoices may be created accordingly for partial deliveries. The statutory rules concerning the consequences of late payment shall apply.

(4) Cheques are considered as payment only after they have been cashed. Cheque fees shall be borne by the cheque issuer.

(5) If the general place of jurisdiction of the ordering party is outside the Federal Republic of Germany, the payment shall be made as cash in advance or irrevocable letter of credit, confirmed by a major German bank or a German public credit institution.

(6) In the case of justified doubts about the creditworthiness of the ordering party reported by a bank or a credit reporting agency, even if said doubts existed at the time of the contract conclusion, we are entitled to reject the service/delivery to which we are obligated, provided that the ordering party does not performs its obligations step by step or provides us with security in the amount of our contractual claim. If the ordering party is not willing to do so despite a request, we are entitled to withdraw from the contract - without prejudice to any other rights.

(7) The ordering party is entitled to settlements only if its counterclaims have been established as final and absolute, are undisputed or have been acknowledged by us. Furthermore, the ordering party is authorized to exercise its right of retention only to the extent that its counterclaim is based on the same contract relationship.

IV. Delivery

(1) The delivery times provided by us are non-binding and indicate the planned dispatch date of the goods.

(2) If the ordering party requests an exact date of delivery, this date must be confirmed by us in writing. A stipulated delivery date is considered to be met if we transferred the goods ordered by this date to the person in charge of the transport. Adherence to the agreed delivery date presupposes the clarification of all technical questions and the timely and proper fulfilment of the customer's obligation. We reserve the defence of non-performance of the contract.

(3) We are entitled to partial deliveries.

(4) If the ordering party is in default of acceptance or knowingly violates other obligations of cooperation, we are entitled to demand compensation for resulting damages incurred by us, including any additional expenditures. All other claims shall remain unaffected.

(5) The delivery shall principally be executed ex works, freight collect, for the account and at the risk of the ordering party. The risk transfers to the ordering party with the transfer of the goods ordered to the person designated to be in charge of the transport. If the requirements of Par. 4 are met, the risk of accidental loss or of accidental degradation of the item purchased transfers to the ordering party at the time at which the ordering party is in default of acceptance or payment.

(6) We are liable pursuant to the statutory provisions as far as the underlying contract is a firm bargain according to Art. 286 Par. 2 No. 4 of the German Civil Code or of Art. 376 of the German Commercial Code. We are also liable pursuant to the statutory provisions as far as the ordering party is entitled to enforce a claim as a consequence of a delay in delivery caused by us for cessation of its interest in continuing the performance of the contract.

(7) We are also liable pursuant to the statutory provisions as far as the delay in delivery is based on an intentional or gross negligent breach of contract caused by us; a fault of our representatives or vicarious agents shall be attributed to us. As far as the delay in delivery is not due to an intentional breach of contract caused by us, our liability is limited to the foreseeable and usually occurring damages.

(8) We are also liable pursuant to the statutory provisions as soon as the delay in delivery caused by us is the result of a culpable violation of a material obligation under the contract; in this case, however, the liability is limited to the foreseeable typically occurring damages.

(9) Moreover, in the event of a delay in delivery, we shall be liable for every full week of delay within the context of a flat-rate compensation in the amount of 3 % of the delivery value, not to exceed more than 15 % of the delivery value.

V. Liability for Defects

(1) The ordering party is obligated to inspect the goods immediately upon receipt. Visible defects, deviations in number of units or delivery of wrong items shall be reported to us without delay in writing. In the event that timely written notification is not made, claims on account of material defect shall be excluded. We shall be given an opportunity for joint determination of claims made and for being present for any removals for materials testing. All dimensions, colours, etc. indicated by us are subject to the technical and proper tolerances or the tolerances acceptable for the intended purpose. Given the nature of the manufacturing, we reserve the right to carry out excess or short deliveries up to 10 %.

(2) If a defect of the goods is present, we are entitled to rectification of our choice either in the form of removing the defect or to supply a new defect-free item. In case of removing the defect, we shall bear the expenses only to the amount of the net value of the goods. Our liability for third-party products and third-party services is limited to the assignment of our claims against the third-party company. For defects on raw materials, we are liable only if they should have been detected by us while observing the care customary in our line of business during processing.

(3) If the supplementary performance fails, the ordering party, at its own discretion, is entitled to demand a withdrawal from the contract or reduction in price. The supplementary performance is considered failed after the unsuccessful second attempt.

(4) We are liable pursuant to the statutory provisions as far as the ordering party makes claims for damages arising from intention or gross negligence, including intention or gross negligence by our representatives or vicarious agents. As far as no intentional breach of contract is charged to us, our liability is limited to the foreseeable and usually occurring damages.

(5) We are also liable pursuant to the statutory provisions as far as we violate a material obligation under the contract; in this case, however, the liability is limited to the foreseeable typically occurring damages.

(6) Liability arising from culpable injury to life, body or health shall remain unaffected; this shall also apply for compulsory liability according to the product liability law.

(7) Insofar as nothing to the contrary is stipulated above, liability shall be excluded. This is particularly true concerning transport damages.

(8) The statute of limitations for claims based on defects is 12 months, beginning with the transfer of risk.

VI. Total Liability

(1) Liability for damages other than that provided in Sections IV and V is excluded, regardless of the legal nature of the claim being made. This applies particularly to liability claims from faults arising during conclusion of the contract, due to other violation of obligation or due to legal claims for property damage according to Art. 823 of the German Civil Code (BGB).

(2) Limitation according to Par. 1 also applies where the ordering party, instead of a claim for damages, demands compensation for useless efforts.

(3) Insofar as liability for damages on our part is excluded or restricted, this shall also apply as regards personal liability on the part of our staff, employees, co-workers, representatives and vicarious agents.

VII. Right to Return or Exchange Goods/Copyright

(1) Independent of the defect liability under item V, we grant a right to return or exchange goods for all standard items of 15 days beginning with the delivery. This applies only to items that we receive in salable condition and original packaging. We assess a processing fee of 10 % of the net value of the goods as well as the shipping and packaging costs incurred for this purpose. Special and single unit productions are naturally excluded from the right to return.

(2) We are entitled to affix a copyright in industry-standard format to all of our products. Reference is made to the resulting legal consequences of the copyright law (UrhG).

VIII. Reservation of Ownership

(1) We reserve the ownership of the goods until all payments have been received from the relationship with the ordering party.

(2) In the event of seizures or other action by third parties, the ordering party must notify us immediately in writing so that we can file suit in accordance with Art. 771 of the German Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for judicial and extra-judicial costs of a suit in accordance with Art. 771 of the ZPO, the ordering party shall be liable for the loss incurred by us.

(3) The ordering party is entitled to resell the goods in the ordinary course of business; however, the ordering party assigns to us, already now, all demands in the amount of the final commercial invoice (including VAT) which have been accrued by the ordering party from the resale to the buyer or third party, and independent of the fact whether the goods have been resold without or after processing. The ordering party shall remain authorized for the collection of this claim even after the transfer. Our authority to collect claims ourselves shall remain unaffected hereby. However, we agree not to recover debts ourselves as long as the ordering party shall fulfil its financial obligations from the proceeds collected, does not fall behind with payments and in particular has not applied for the opening of insolvency proceedings or bankruptcy nor suspended payments. But if this is the case, we can demand that the ordering party informs us of the assigned claims and their debtors, provides all information which is necessary for the collection, surrenders the corresponding documents and notifies the debtors (third parties) of the assignment. The ordering party shall not perform any collateral assignments or hypothecation.

(4) We are obligated, upon request by the ordering party, to release securities due to us in so far as the realisable value of our securities exceeds the liabilities to be secured by more than 10 %; the choice of the securities to be released is within our scope of responsibility.

IX. Jurisdiction/Place of Performance

(1) If the ordering party is a merchant or a legal person under public law, our place of business is the place of jurisdiction; however, we are also entitled to sue the ordering party at its place of business.

(2) The law of the Federal Republic of Germany, excluding the UN Sales Convention, applies.

(3) Unless otherwise stated in the purchase order, the place of performance is our registered office.