

Terms & Conditions

hereinafter referred to as "T&Cs", as of 2022

1. Quotation

Our offers are non-binding. If the customer accepts our offer, the acceptance includes all parts of the offer, including these GTC. This also applies if the customer's declaration of acceptance/order contains deviating conditions, even if these deviating conditions are not expressly objected to by us in detail.

Dimensions, weights, illustrations, performance figures and drawings of our offer are only binding for an execution if they are expressly confirmed by us in writing, otherwise they are only approximately authoritative. We reserve the right of ownership and copyright to estimates, drawings, samples, catalogues and other documents.

If an order is not placed with us, these documents must be returned to us without being asked to do so within four weeks of the order being placed, but in any case no later than six months after the date of the offer. Our offer, including drawings, samples, catalogues and other documents, is intended only for the inquirer. The original or a copy may not be forwarded to third parties without our express permission.

We reserve the right to charge us for the expenses incurred for the preparation of extensive offers and/or in the event of non-acceptance by the customer.

2. Order

In any case, an order placed with us is binding for the customer for four weeks, even if we have not yet given a written confirmation. Orders are only obligatory for us within the framework of the contract under the validity of our currently valid terms and conditions.

Agreements to the contrary shall only apply if they are expressly accepted by us in writing. A contract that is binding on us is only concluded with written confirmation of the order or delivery. Until this written confirmation (a delivery that has taken place in the meantime is equivalent to a confirmation), the customer is bound by his order in any case. Until then, we reserve the right to return and not accept the order under the obligation to send the customer a provisional decision within four weeks at the latest as to whether his order will be rejected or accepted in whole or in part.

In the event of cancellation of orders, we will charge the customer a maximum of the costs incurred in individual cases in connection with order processing, insofar as we agree to a cancellation.

3. Prize

All prices quoted by us for commercial transactions are net in EURO or the respective currency specified ex works Schwerte excluding packaging. Prices are based on the applicable material and labor costs.

If the agreed wages, the collective bargaining salaries, the costs for required raw materials and/or energy costs change by more than 5% by the date of delivery, we reserve the right to make corresponding price adjustments if more than four months have passed from the date of conclusion of the contract. Prices are not binding for repeat orders.

4. Minimum order value

In the case of small orders, we reserve the right to calculate the administrative expenses.

5. Value added tax

In the case of domestic transactions, the legally stipulated value added tax must be added to all the prices quoted by us. The same applies to foreign transactions, as long as it is not clear to us that no VAT is to be levied.

6. Delivery times

The delivery time is carefully calculated and will be adhered to to the best of our discretion. The delivery period begins after the day on which the agreement on the order between the customer and the supplier is available in writing and thus a legally binding contract has been concluded. Compliance with the delivery deadline can only be demanded if the customer has provided all agreed services and the technical feasibility and execution of the ordered object has been fully clarified.

The services to be provided by the Purchaser and the contractual obligations to be fulfilled by the Purchaser include, in particular: punctual receipt of agreed means of payment, timely receipt of technical documents and materials to be provided, official approvals to be obtained, etc., as well as timely submission of import licences, foreign exchange and/or transfer authorisations in the case of export transactions. If one of the above conditions is not met, the delivery period shall be extended by at least the period of delay.

If, therefore, it is not possible for us to process the order quickly, the delivery period will be recalculated accordingly from the day from which all services to be provided by the customer have been fulfilled. Production interruptions due to, e.g. non-timely arrival of supplied parts or untimely release of drawings and documents, entitle us not only to a corresponding extension of the delivery period, but also to additional price demands (insofar as additional waiting and set-up times arise). If, for reasons for which we are responsible, the delivery period is exceeded, a reasonable grace period must be set for the performance of the service. Cases of force majeure, manufacturing and operational disruptions, disruptions of transport as well as non-compliance with delivery dates on the part of our suppliers release us from the obligation to meet the delivery date and, if necessary, also from the obligation to perform in whole or in part.

If there are reasons that make it impossible for us to deliver the delivery item, we are entitled to withdraw from the contract and, to the exclusion of further claims, are only obliged to repay a deposit paid by the customer. In principle, claims for damages in the event of delay in delivery or in the event of withdrawal from the contract are excluded. The customer does not have the right to cancel the order due to late delivery. This applies in particular if the ordered goods/objects are manufactured specifically for the customer, production is already underway and the object to be manufactured cannot be sold elsewhere. If, contrary to this regulation, we exceptionally agree to a cancellation, the billing of contracts for work and services will be based on the statutory provisions.

7. Delivery quantity

For small parts in larger quantities, we reserve the right to a delivery tolerance of $\pm 5\%$.

8. Packing

The customer is requested to send us his wishes regarding any packaging at least eight days before the planned delivery date. If we do not receive any special information, we will pack smaller consignments in terms of volume (postal parcels, rail general cargo, freight forwarding general cargo, rail express, air freight) carefully and appropriately in accordance with normal business practice. For objects of larger dimensions (e.g. control cabinets), we absolutely await the exact packaging instructions of the customer. We charge packaging costs at cost price plus a portion of administrative costs.

9. Shipping

As a matter of principle, all shipments are delivered freight collected ex works Schwerte, unless expressly agreed otherwise in writing. All shipments, including any returns, are at the expense and risk of the customer. Unless otherwise specified, we reserve the right to use the shipping method. We will do our best to keep shipping costs as low as possible, but we do not accept any responsibility for this. Shipping costs presented by us in special cases are normally charged directly to the customer with the goods or services. At the customer's request and expense, the shipment will be insured by us.

10. Transfer of risk

When the goods are delivered to the shipping agent, the risk is transferred to the customer – regardless of who bears the shipping costs – but no later than when they leave our factory, warehouse or buildings. If the goods are ready for dispatch and the dispatch or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the purchaser upon receipt of the notification of readiness for dispatch. If the dispatch or dispatch is delayed at the request of the customer, in both cases the risk passes to the customer from the day of readiness for dispatch – without any special notice. If the customer does not take delivery of the goods on the agreed date, especially at the time of collection, the risk shall pass to the customer after the expiry of the appointment, without the need for notification. In these cases, however, we are prepared to take out the insurances required by the customer at the customer's request and expense.

11. Binding nature of technical data provided to us and technical changes

We are not obliged to check the accuracy of the technical data provided to us by the customer. In the case of energy, dimension and other technical information provided by the customer, the customer is solely liable for their correctness. In the event of incorrect information provided by the customer, the customer is responsible for reimbursing any additional expenses that we may incur. Insofar as the customer subsequently requests technical changes, any additional or reduced prices will take effect. Delays in delivery due to change requests are not at our expense.

12. Scope of services, installations, assemblies, commissioning

Unless expressly agreed otherwise, our scope of supply does not include the set-up, installation, assembly and commissioning of the object, as well as any necessary training and instruction at the site. If these services are requested additionally, a separate agreement must be made, which can then also be reimbursed separately (this includes the necessary travel expenses/expenses).

13. Warranty, Guarantee

We guarantee careful planning, project planning and construction according to the latest state of the art as well as flawless construction and production. All components we use are tested before use. Manufactured trades and devices are functionally tested before leaving our company, as far as we know the function in detail. If we are not aware of the function, we will carry out a detailed check for error-free production.

For the proper quality of our products as well as new goods delivered by us, we provide consumers with a guarantee of two years after delivery. For the delivery of used goods to consumers, the warranty period is one year. The same warranty periods also apply in the commercial sector, unless otherwise stipulated in the individual contract. We expressly do not warrant any additional parts as well as typical wear parts, such as incandescent lamps, lamps, seals, wiper blades for windscreen wipers and sight glass plates.

In the case of sight glass panels, we guarantee proper dimensions and glass quality in accordance with the confirmed standard from the moment of delivery. Since the operational safety of sight glass panels essentially depends on proper installation in compliance with operating conditions and proper maintenance, we expressly exclude the assumption of further warranties.

If, within the warranty period, material or production defects demonstrably occur or if there is a faulty design (if this has not been prescribed), we will repair defective devices and parts in our company free of charge for the customer and restore them to a perfect condition.

A warranty by us is void in the event of no fault, in particular in the case of natural wear and tear, incorrect operation, improper handling, insufficient or inadequate maintenance.

In the case of serial products, we reserve the right to deliver a new part in exchange for the defective part. The delivery of the new part will first be charged. Upon receipt of the defective old part, partial or full credit may be issued after objective inspection. If it is not economically justifiable for the part manufactured or supplied by us to be returned to our company for repair, we are prepared to inspect and repair it on site.

If the check shows that this is a warranty obligation on our part, we will assume the necessary costs for our on-site rectification of defects within Germany. This is to be understood as the place of our delivery to the customer or the registered office of the customer. For deliveries to commercial contractual partners or consumers outside Germany, we expressly reserve the right to make special arrangements.

We will remedy a defect recognized as justified at our discretion by repair or replacement. Instead of rectification, provided that the defects are not serious, we will alternatively grant a reasonable discount. If no amicable agreement is reached, the buyer is entitled to withdraw from the contract. In the case of a contract for work and services, billing is carried out on the basis of the statutory provisions analogous to § 649 BGB. Further liabilities arising from warranty claims by us are expressly excluded. We only assume warranty for materials prescribed by us by the customer if this is expressly confirmed by us.

Any defects found that entitle us to warranty claims must be reported to us in writing immediately, but no later than within ten days of occurrence or becoming known.

We reserve the right to remedy defects within a reasonable period of time, but at least four weeks from the date of written notification of a defect. We are not liable for repairs carried out without our express consent by the customer himself or by third parties. Repair, addition or replacement of the delivered items will not extend the warranty period for the originally delivered entire object.

14. Commissioning and warranty

In the case of contracts for work and/or projects of a certain scope, in particular technically more complex configurations, the occurrence of warranties is dependent on the execution of the commissioning by our specialist staff.

15. Patent Infringement

If the goods are manufactured and delivered in a design specially prescribed by the customer, the customer assumes the guarantee that the rights of third parties, in particular patents, utility models or intellectual property rights, will not be infringed by the execution. The purchaser is obliged to indemnify us against all claims of third parties that could arise from such a violation.

16. Payment

Our invoices (except for installations and services that are immediately payable net) are payable net within 14 days of the invoice date at the latest (receipt of money to one of our accounts), unless deviating payment terms are agreed in detail. In particular, we reserve the right to demand advance payments of up to 100% of the value of the property in the case of properties that are to be manufactured individually and/or are more extensive in terms of value, or in the event of insufficient credit security.

In addition, we are entitled – especially in the case of contracts for work and services – to demand payments in accordance with the progress of the work. In any case, a balance is due as usual with the reported readiness for dispatch or handover to the customer or a carrier. In the case of more extensive installations and other services, advance payments must be made weekly in advance on request. In the event of non-timely receipt of a requested advance payment or advance payment, we are entitled to interrupt the work until payment has been received; accordingly, the delivery period will be extended. Additional costs, such as waiting times, travel expenses, etc., resulting from such an interruption shall be borne by the customer.

Payment terms generally run from the date of delivery or the day of the reported readiness for shipment. We reserve the right to deliver to customers unknown to us against cash on delivery or advance payment.

Deliveries that go beyond the borders of the Federal Republic of Germany are generally made alternatively against advance payment or against an irrevocable letter of credit, unless otherwise stipulated in detail. The costs of a letter of credit are at the expense of the purchaser. In principle, we are entitled to make partial deliveries and invoice them separately.

Payments are deducted from the oldest debt. Withholding payments for any reason not recognized by us is not permitted.

If the payment deadline is exceeded, payment will be delayed without a special reminder. In the event of default of payment, we may claim default interest without prejudice to all other claims.

Failure to meet the payment deadlines or circumstances that may reduce the creditworthiness of the customer will result in the immediate due date of all our receivables and entitle us to execute outstanding deliveries only against advance payment, as well as to withdraw from all existing contracts after a reasonable grace period and to claim damages for non-performance. In this case, all payments made will be credited to the oldest debt! Furthermore, in such circumstances, we may prohibit the purchaser from reselling the objects delivered by us and take them into our control.

17. Retention of Title

Delivered goods or manufactured objects remain our property until all our claims against the customer/buyer have been fully satisfied. We reserve title to the goods until all our claims against the purchaser/buyer have been settled. This also applies if some or all of our receivables have been included in a current invoice and the balance has been drawn and acknowledged.

If our expressly asserted and agreed reservation of title is not recognized by the law of the country in which the delivery item is located in each case, or only if certain conditions are met, the customer is obliged to inform us of this at the latest when the contract is concluded.

As long as the goods are in our possession, pledging or transfer of title by way of security is prohibited. The purchaser/buyer is only entitled to resell the goods subject to retention of title in the ordinary course of business if he assigns to us the claims arising from the sale of our share of the delivery in the amount to which we are entitled.

If the goods subject to retention of title are sold unprocessed or after processing or combination with items that are exclusively the property of the purchaser/buyer or third parties, the above assignment shall apply mutatis mutandis.

The assignment corresponds to the amount of the value of the goods subject to retention of title, including all ancillary rights. If the value of the existing collateral exceeds the receivables to be secured by more than 20%, we are obliged to release the collateral at the request of the purchaser/buyer. We accept the assignment.

The purchaser/buyer is entitled to collect these receivables even after assignment. This does not affect our authority to collect the receivables ourselves. However, we undertake not to collect the receivables as long as the purchaser/buyer duly fulfills his payment and other obligations. We may require the purchaser/buyer to notify us of the assigned receivables and their debtors, to provide all the information required for collection, to hand over the relevant documents and to notify the debtors of the assignment. At the same time, in the event of default of payment or circumstances that reduce the creditworthiness of the purchaser/buyer, the purchaser/buyer grants us the right to notify his customer of the assignment given to us and to point out to him that payments in the ceded amount must only be made to us.

Should our purchaser/buyer receive a ceded receivable, he shall administer this received money on our behalf in trust and shall immediately forward the share corresponding to our receivable to us. If goods/objects delivered by us are seized by a third party, the purchaser/buyer is obliged to inform the enforcement officer of our retention of title and to notify us immediately of any seizure or other impairment of our rights.

All costs incurred by us for proceedings for the collection of our claim shall be borne by the purchaser/buyer. Any processing or processing of the goods subject to retention of title shall be carried out by the purchaser/buyer on our behalf, without any obligations on our part.

In the event of processing, combination, mixing or mixing of the goods subject to retention of title with other goods that do not belong to us, we shall be entitled to the resulting co-ownership share in the new item in proportion to the value of the goods subject to retention of title to the other processed goods at the time of processing, combination, mixing or mixing. If the purchaser/buyer acquires sole ownership of the new item, the contracting parties agree that the purchaser/buyer grants us co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended goods subject to retention of title and shall keep it for us free of charge.

Parts supplied by us under retention of title and installed by our customer or third parties do not become essential components of a new item until our claim is settled by payment.

Our retention of title only expires when the bill of exchange has been redeemed by the purchaser and we are thus released from the bill of exchange liability.

18. Place of Fulfilment and Jurisdiction

The place of fulfilment for deliveries and services is Schwerte. The place of performance (within Germany) for commissioning and other services outside our location is the place where the performance takes place.

The place of fulfilment for payments and all other rights and obligations arising from the transaction is Schwerte for both parties. At's place of jurisdiction shall be exclusively the court responsible for us at our registered office. However, we are also entitled to have legal disputes decided at the place of jurisdiction responsible for the customer.

19. Applicable law

All our transactions and contracts are governed exclusively by German law. However, we are also entitled to make decisions in accordance with the law applicable to the purchaser or contractual partner.

20. Contractual Liabilities and Final Provisions

Our terms and conditions are exclusively subject to the unconditional exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG). Our T&Cs are legally binding for both parties even if they have not been signed by the contracting parties in detail. Deviating agreements from our contracts or these T&Cs are only binding on us to the extent that we have agreed to them in writing. If the purchaser's terms and conditions of purchase do not contradict the contractual provisions or our general terms and conditions, we accept them in addition to our terms and conditions.

If the purchaser does not accept our contractual provisions or these GTC in individual points after receipt of the order confirmation, he must object in writing to the individual points and submit his desired changes to us within ten days of receipt of our confirmation on the respective individual points.

We reserve the right to accept or reject the requested change. If we do not notify the customer within ten days of receipt of the requested change, our acknowledgement has not been made, and our general terms and conditions and our individual contractual conditions expressly apply.

The remaining parts of the contract remain binding even in the event of the legal invalidity of individual provisions. Instead of an invalid provision or to fill a gap, an appropriate provision must be agreed that comes as close as possible to what the contracting parties intended or would have wanted according to the spirit and purpose of the contract, provided that they had considered the point. If the invalidity is based on a performance or time determination, it shall be replaced by the legally permissible measure.

Notice pursuant to § 36 of the Consumer Dispute Resolution Act (VSBG)

Our business activities are mainly in industrial and commercial areas. In this respect, we will not participate in a dispute resolution procedure before a consumer arbitration board within the meaning of the VSBG and are not obliged to do so.