

I. General Information

1. Our contracts are exclusively subject to the following conditions. With the placing of an order the contracting party recognizes our conditions.
2. Terms conflicting with ours we hereby reject. They are valid only if agreed upon in writing. Conditions of the contracting party do not become part of the contract even if we do not reject them again and if we perform without reservation the delivery service owed.
3. Our trading conditions are also valid for all future business with the contracting party.
4. Our trading conditions can be looked up in our office or on our website. On demand we also send them out at any time free of charge.
5. Old price lists become invalid upon publication of a new catalogue. We expressly reserve the right to adjust prices.

II. Conclusion of Contract. Content of Contract.

1. A contract is established only by our written acknowledgement of an order or the delivery of the services agreed upon. We are, however, obliged to communicate in writing and immediately any refusal of an order.
2. Our offers remain subject to confirmation. The contracting party is bound to its offer for no longer than a month. All agreements are to be laid down in writing at the conclusion of a contract. Agreements other than these are not valid. Written form is also regarded as agreed upon for additional clauses, assurances and supplementary changes including cancellation of contract.

III. Prices and Payments

1. Prices refer to goods or service value ex works without discounts and other reductions plus loading, packing, freight and any insurances as well as the sales tax currently valid.
2. Payment has to be made in Euro free of charge and without any reduction upon collection or receipt of the invoice or some other statement of account.
3. Past-due interest is fixed at 5%, in legal transactions without final-consumer participation at 8% p.a. over and above the basic interest rate published in the most recent Federal Gazette.
4. Orders for payment, cheques and bills of exchange are accepted only if made in fulfillment of an obligation, taking into account all discount and collecting fees.
5. We reserve the right to charge handling fees for orders worth under € 100.00 net, not exceeding, however, € 25.00.
6. The contracting party may set off against our claims only undisputed, recognized or validly determined counter-claims.
7. Likewise, lien may be exercised only for undisputed, recognized or validly determined counter-claims and if it results from the same contractual relationship.

IV. Delivery and Delayed Delivery

1. The beginning of the delivery time as stated by us presupposes the clarification of all technical details. Adherence to our delivery obligation presupposes the punctual and accurate fulfillment of the contracting party's obligations.
2. Delivery dates and deadlines, which may be agreed upon with or without obligation, must be laid down in writing. Delivery periods start with the conclusion of the contract. In the event of subsequent contract changes a new delivery date and period are to be agreed upon if necessary.
3. The delivery period has been complied with if by its expiration the goods to be delivered have left our works or ready-for-dispatch announcement has been mailed.
4. Six weeks after the expiration of a non-binding delivery date or a non-binding delivery period the contracting party may demand in writing our delivery within a reasonable length of time. Only following this demand are we in arrears. This does not apply if the aforementioned managing respite is unduly long, in which case a respite of appropriate length applies.
5. If our delay is due to slight negligence, we are exempt from damage claims unless it is a question of harm to life, body and health.
6. Alternatively we limit our liability resulting from delay in the case of slight negligence to the damage typically foreseeable unless it is a question of harm to life, body and health.

7. Acts of providence, riot, lockout and major operational disturbances beyond our control alter the dates and periods of time specified in number 1, postponing and / or extending them to cover the duration of the disturbances caused by these circumstances plus an appropriate managing respite.

V. Risk Transfer, Delivery, Testing, Obligation to Lodge Complaints

1. Irrespective of any assembly obligations the risk passes to the contracting party on delivery to the dispatching agent, at the latest, however, on leaving our works.
2. When the goods are ready for dispatch, the risk passes to the contracting party one week after its receiving the ready-for-dispatch announcement unless we have taken on the dispatch of the goods. If the dispatch or the acceptance is delayed due to circumstances caused by the contracting party, the risk devolves on it at the ready- for-dispatch announcement. We are obliged to take out insurances only at the specific written request of the contracting party to the extent stipulated and at its cost.
3. The contracting party is obliged to examine the goods with regard to defects – even in the case of resale – and to report in writing any defects immediately, at the latest within three working days.
4. Upon demand the contracting party is obliged to participate in the drafting of operational test minutes.
5. In the case of repairs recognizable defects must be reported in writing at the acceptance; hidden defects, upon discovery, at the latest within 10 working days.

VI. Guarantee

1. In the case of significant material defects and defects in title we are entitled to subsequent correction in addition to the statutory regulations, as follows:
We are entitled to carry out two subsequent corrections. If because of the nature of the matter or the defect or other circumstances the subsequent correction has not been successful and if this is not an unreasonable demand on the contracting party, we are entitled to carry out further corrections.
2. If the correction fails, the contracting party is entitled to reduce the price or, if so desired, to cancel the contract and to claim compensation in accordance with legal regulations.
3. The period of limitation is twelve months.
4. The period of limitation for used articles is also twelve months.
5. We expressly point out that the performing of inappropriate alterations or repairs on a delivered article without our consent cancels the guarantee for the correction of defects. The burden of proof to the contrary is incumbent on the contracting party.

VII. Exclusion of Compensation, Limitation of Liability

1. If our obligation for compensation results from a minor infringement of essential contractual duties through negligence, we limit our compensation liability as well as that of our legal representatives or agents to the foreseeable damage within the framework of the contract.
2. If our obligation for compensation results from a minor infringement of non-essential collateral duties through negligence, we exclude our compensation liability as well as that of our legal representatives or agents.
3. For all cases of compensation liability due to negligent infringement of obligations, regardless of their legal grounds, our compensation liability is limited to the damage we might be expected to foresee.
4. In the event of claims for compensation resulting from producer's liability according to § 823 (penal basis for claims) we limit our liability, beyond the preceding regulations, to the compensation terms of our insurer. The amount covered has been fixed in line with damage, contract and business characteristics. If the amount covered by the insurance has not been fixed in line with damage, contract and business characteristics, we limit our liability in these cases to the amount of damages proportionate to the nature of damage, contract and business. The preceding regulations in § VII 1-4 do not apply in the case of harm to life, body and health and/or claims based on product liability law.

VIII. Lien

1. We reserve property rights on all articles delivered until all payments resulting from the delivery contract have been received.
2. Beyond this, we reserve property rights on articles delivered until all, including future, demands resulting from the business connection have been met. The contracting party is obliged to keep all articles delivered free of charge and with the care of a conscientious businessman.

3. Pawning or third-party safe-keeping of articles subject to lien is prohibited. In the case of pawning, confiscation or other third-party injunctions we must be immediately informed and provided with the documents necessary for protest.
4. The contracting party is entitled to process, and dispose of, the article delivered within the framework of lawful business conduct unless it is in arrears. On conclusion of the sales contract with us it cedes to us the claims on its clients accruing to it from sale or based on other legal grounds to the amount of the invoice value of the articles delivered subject to lien.
5. The right to sell and authorization to collect transferred claims expire on cessation of payments, application for, or institution of, insolvency proceedings and equally on cheque or bill of exchange protest. In these cases the contracting party is obliged to render to us immediately and without being asked an account of the articles subject to lien as well as transfer of claims.
6. The lien remains in force even if individual claims are entered in a running account and the balance is drawn and recognized until it is settled.
7. If the value of the sureties granted exceeds our claims by more than 20%, we are obliged to retransfer at the contracting party's request to the extent by which the security limit has been exceeded.
8. We are entitled to take back our articles subject to lien after demand for payment in cases referred to in § V and also if the contracting party is in arrears with a considerable part of its payment obligations. As in the case of our pawning, this does not count as a withdrawal from the contract. The contracting party is obliged to return the articles delivered. Lien is excluded.
9. Sums of money drawn on transferred claims by the contracting party must be kept in a separate account until transferred to us so as to exclude settlements of accounts and/or set-offs with in-debt bank accounts.

IX. Choice of Law, Place of Jurisdiction

1. All contracts are based on the law of the Federal Republic of Germany excluding UN commerce law (CISG).
2. Place of jurisdiction and performance for all mutual claims resulting from contractual relationships is the seat of our business in Berlin.
3. The seat of our business is the place of jurisdiction for all claims resulting from contractual relationships including cheque and bill-of-exchange law suits if the contracting party is a trader within the meaning of the act. We are, however, also entitled to sue the contracting party at its own place of jurisdiction.