

General Terms & Conditions

Sales & Payment terms General

The following terms & conditions apply to all areas of the business relationship, even if no special agreements have been made in individual cases.

In the absence of a special agreement, a contract is established with the order confirmation issued in writing by the supplier.

Deliveries are subject to these terms and conditions. Any modifications and additions or special verbal agreement require written consent. These do not affect the other terms & conditions.

The supplier reserves the rights to ownership and copyright of samples, estimates, and similar information of a tangible or a non-tangible nature, as well as in electronic form and access to these is not permitted by a third party.

All prices are ex works. VAT at the current rate will be added to domestic sales invoices.

Illustrations in our catalogues and brochures show our products at the time of the printing. Neither the buyer or customer can derive any rights nor can they make an objection regarding any possible modifications made in the ensuing time, leading to the products being different from the depictions. Weights, services and other technical data stated are only approximate and non-binding. On request a binding delivery can, however, be agreed, but this must always be carried out in written form. The place of jurisdiction regarding delivery and payment is Hiddenhausen-Eilshausen.

Applicable law, place of jurisdiction

Only the law of the Federal Republic of Germany applies or all privacy of contract between supplier and customer

Place of jurisdiction is the court relevant to the supplier's registered office. However, the supplier has the right to bring an action against the customer at the place of their registered office.

Utilization of software

Insofar as software is a constituent of the delivery, non-exclusive rights are granted to the customer, to utilize the software supplied including its documentation. This is supplied for use with the intended item delivered. Using the software on more than one system is not permitted.

The customer may only duplicate, revise translate the software or change the object code into source code in accordance with the legally permitted framework (section 69 a ff, Copyright Law). The customer undertakes neither to remove the manufacturer's data, in particular the copyright information, nor to change these without the express prior agreement of the supplier.

The supplier and software supplier retain all other rights to the software and documentation including the copies. Issuing of sub-licences is not permitted.

Delivery

The customer bears all transport costs and risks, even when carriage-paid delivery is agreed.

Carriage-paid delivery only ever applies to a special price agreement, the goods will then be sent as freight collect and the freight cost presented by the customer is deducted from the invoice.

Agreed delivery dates are met wherever possible.

Any impediments, as in cases of force majeure, mobilisation, war, civil unrest, workers' revolt both in our business as well as that of our key material suppliers, rejection of a large or important piece of work, transport delays, interruptions of operations etc. leading to corresponding delays in the delivery time, entitles us to rescind the delivery obligations either in full or in part depending on the type of impediment.

No the right derives from the delayed delivery for the customer to either claim damages or a reduction of the purchase price or to cancel the order.

Transfer of risk, acceptance

The risk passes to the customer once the delivery item has left the works and this also applies where part deliveries are made or where the supplier has assumed other costs, e. g. carriage costs or delivery and installation. In as much as an inspection has to be carried out, this is decisive for the transfer of risk. The inspection must be carried out without delay on the day of acceptance, if possible after the customer has sent notification that he is prepared to have the inspection carried out. The customer may not refuse acceptance based on a non-essential defect. Should the despatch be delayed or not take place at all or acceptance has not taken place due to circumstances beyond the control of the supplier, then the risk passes to the customer from the day of notification of despatch or notification of willingness to accept the goods. The supplier undertakes to provide insurance cover as required by the customer and at the customer's cost.

Part deliveries are permissible if these are acceptable to the customer.

Guarantee

For all plant delivered and installed by us we grant a guarantee for the first 6 months (3 months in case of 24 h operation) from the day of commissioning whereby the sound construction and material, proper workmanship and operation is covered. All defects arising from the lack of the above mentioned properties during the guarantee period will be rectified by us at a location of our choice, either on site or in our works, provided they have been reported within 7 days of being identified and defective parts will be repaired or spare parts will be supplied ex works. Any parts which have been replaced are not useable and are our property and must be returned to us carriage paid. All damage arising from natural wear and tear is not covered by the guarantee. Moreover, we are not liable for damage which arises from faulty and negligent treatment, all claims by the customer, for whatever legal reasons, expire after a period of 12 months.

We are not liable for excessive use, defective foundations and construction work, chemical and electrical effects and unsuitable equipment.

We do not assume liability for components which have not been manufactured by us.

The customer has neither the right to cancel the sales contract nor to a reduction in payment. Claims for damages of every kind are also excluded.

Payment

If not otherwise agreed payments for the complete plant or larger machine parts within the Federal Republic of Germany are due as follows:

30% on placing the order, 60% when goods are ready to be despatched

10% two weeks after delivery.

Smaller deliveries, in particular spare parts and repairs must be paid for immediately.

Where customers are new we reserve the right to send deliveries against prepayment or COD.

The following payment terms apply to deliveries abroad:

30% on placing the order

60% when goods are ready to be despatched

10% two weeks after delivery

or by documentary letter of credit.

Offsetting against any counter claims will not be accepted.

Installation and commissioning

For the duration of the work the customer has to make available all necessary auxiliary staff and means, such as tools, lifting gear, transport facility, heating, lighting, operating power free of charge. Operating these means will be carried out only by the customer's staff or at their own risk.

The customer will appoint a contact person working onsite for the service staff.

The customer guarantees the supplier an undertaking that German Health & Safety regulations will be observed with regard to his service staff.

Retention of Title

All goods supplied to the customer shall remain the property of the supplier until such time that he has received payment in full for the goods and of all other monies due arising from the business transaction.

If the delivered parts are installed into a machine the supplier is entitled to joint ownership to the value corresponding to the fraction that the parts supplied by him constitute.

The supplier is only entitled to dispose of the supplied goods in a proper business transaction. Other manners of disposal in particular pawning or transfer by way of security are not permitted.

The customer assigns all claims arising from resale to his customers, in the case of impairment of the goods delivered by the supplier, at an amount to which his is entitled as a result of the business transaction. The supplier shall be empowered to disclose the account as soon as the customer no longer meets his financial obligations.

If the value of the security issued to the supplier is altogether more than 20% of the value of the supplier's claims, then the supplier has to release the commensurate amount of security.

The customer is obliged to notify the supplier without delay of all access by third parties to the goods delivered subject to retention of title and to the supplier's rights assigned to the customer.