

General Terms and Conditions (as of 12/2021)

Preamble

Our deliveries and services are provided exclusively on the basis of the following terms and conditions without referring in each individual case separately to them. Their applicability may only be waived with an express written agreement in connection with individual business transactions entirely or partly. The general terms and conditions, in particular the purchase conditions of the purchaser, do not apply to our deliveries in any way. We are also not bound by them if we do not expressly object to them particularly in individual cases; we object to them herewith. Our general terms and conditions apply after having been forwarded to the customer once for any subsequent business transactions and at the latest when accepting the products or services.

Offer

All offers are made subject to change without notice and only deem to be accepted after written order confirmation by the supplier. Drawings, datasheets, plans, samples and other documents remain our property. They shall not be made available to third parties without our written consent.

Conclusion of contract

Any contracts and other agreements shall only become final after written confirmation by the supplier. If a delivery is made or a service provided without confirmation, the invoice simultaneously serves as confirmation of the order. Orders placed are irrevocable. In case of cancellation of service orders already scheduled (planned for production) by the customer, 30 % of the price agreed becomes alternatively due. The supplier is authorized to round to the next larger or smaller packaging unit. Oral secondary agreements, subsequent contract modifications or expressly assured quality characteristics in connection with the purchase item require a written confirmation by the supplier.

Delivery and dispatch

All delivery times stated are unconditional. This applies as well to the promised completion dates owing to the complex manual manufacturing process. The delivery deadline shall be extended accordingly if unforeseen obstacles beyond the influence of the supplier occur. We shall also not be held liable for delivery obstacles even if they appear during an already occurred delay. In case of delay or non-performance of services, the purchaser cannot hold us liable for any claims of compensation or delay damages – irrespective of the legal grounds mentioned. Delivery obligations and delivery deadlines shall remain dormant during the time the purchaser is delayed in his obligations without our rights being affected by the delay of the purchaser. The initially agreed delivery deadline shall be suspended if a change to the order is made. Packaging, type of dispatch and route of dispatch shall be determined by us. Addition cost for special customer requests, especially any necessary additional measures or specialized packagings, have to be borne by the purchaser. We do not assume any liability for the cheapest dispatch. Partial deliveries are permissible. The risk will pass to the purchaser, at the latest with pickup or dispatch of the goods. Deviations from the delivery note or invoice have to be reported in writing to the supplier immediately after acceptance of the goods.

Prices

All prices are basically valid in EURO ex works or ex warehouse, uninsured and exclusive of packaging, postal charges, freight, customs duties and value-added tax at the statutory rate applicable at the time. The minimum order value amounts to 200.00 EURO. Calculation is made on the basis of the prices and conditions applicable on the day of delivery. We shall have no obligation to inform the purchaser previously. If the list prices have not increased significantly higher than the average cost of living, the purchaser has no right of withdrawal. Errors in the price lists, invoices or other documents entitle the supplier to complaint and recalculation.

Terms of payment

All payments shall be made in EURO without any deduction – strictly net – to the payment office of the supplier within 30 days after the date of the invoice. Any subsequent charges shall be borne by the purchaser. In case of delayed or incomplete payment, while simultaneously reserving the right to assert further damage, interest will be charged in the amount of the usual bank debit interest plus dunning costs and other expenses. Bills of exchange shall not be accepted. Retention of payments or an offset in respect of counter claims of the purchaser are not permissible. All our claims shall become immediately due if the terms of payment are not adhered to, or should we become aware of circumstances which according to our discretion are likely to reduce the creditworthiness of the purchaser. In such a case we are entitled to only execute any outstanding deliveries against advance payment or securities and to withdraw from the contract after a reasonable period of extension or to demand compensation for non-fulfillment. In addition, we can refuse permission for re-sale and processing of the delivered goods and demand their immediate return at the purchaser's expense. The purchaser hereby authorizes us to enter his premises in the aforementioned events and to collect the goods subject to reservation of ownership.

Retention of title

For all claims resulting from our deliveries, we reserve the extended right to goods according to § 455 German Civil Code. The processed goods shall be regarded as goods subject to reservation of ownership. In case of processing, combining or mixing these goods subject to reservation of ownership with other goods by the purchaser, we shall be granted joint title to the new item in proportion to the invoice value of the goods subject to reservation of ownership to the invoice value of the other goods used. If our ownership ceases as a result of combining or mixing, the purchaser shall already now assign to us his rights of ownership of the new stock or product to the extent of the invoice value of the goods subject to reservation of ownership and shall hold them in custody on our behalf at no charge. The rights of joint title ensuing thereunder shall be deemed to be goods subject to reservation of ownership. The purchaser shall be obliged to notify us immediately of any seizure or any other endangering or interference with our ownership rights and rights to receivables by a third party stating the seizing protocols or other documents and must do everything possible to protect our rights. We have the right to enter the purchaser's warehouse and his business premises at any time for the purpose of removal, selection or marking the goods subject to reservation of ownership. The enforcement of our reservation of title is not deemed to be a withdrawal from the contract. The purchaser's right to possess the goods subject to reservation of ownership expires if he fails to fulfill his obligations from this agreement or other agreements.

Warranty and notification of defects

Regarding deficiencies of the delivery, including the absence of expressly warranted characteristics, we shall be liable with the exclusion of further claims in such a way that we will, at our discretion, repair, replace or reduce the purchase price of all parts which prove useless or considerably impaired in their usability within 4 weeks after the transfer of risk due to circumstances that arose before the transfer of risk, especially due to defects in construction. We have two attempts at subsequent rectification. Such claims shall not apply in case of insignificant defects, the significance being measured against the original technical target.

A claim for damages in lieu of performance is exempted in the event that we do not yield a due service or not yield it how it is required (§ 281 German Civil Code) and/or we breach an obligation according to § 241 Para. 2 German Civil Code (secondary obligations) (§ 282 German Civil Code), provided that we are only accused of simple negligence.

Any defects shall be reported to us in writing immediately or at the latest within 8 days after discovery. Parts replaced shall pass into our property and shall be returned to us on request free of charge. No goods shall be returned to us without our prior approval. In case of unjustified objections resulting in extensive verification, the cost of such verification shall be invoiced to the purchaser. We accept no responsibility for claims which are due to inappropriate or improper use, defective processing or commissioning by the purchaser or third parties, usual wear and tear, incorrect or negligent handling, use of unsuitable consumables, etc. This also applies to applications about which we have been informed beforehand by the purchaser or which have come to our notice. We do not provide any guarantee for the results achieved in connection with processing results achieved by the purchaser with our products (self-processing) – even if we knew beforehand about the purpose of use. The purchaser has to examine the delivered materials without delay – insofar as reasonable also by sample processing – for defects regarding quantity and quality. Further claims by the purchaser are excluded, especially compensation for damages which did not occur on or were caused to the delivered item.

For damages incurred during processing any items provided to us for repair, re-coating or other treatments, we are only liable in the event of gross negligence. For the determination of injury, exclusively the current market value and in case of repairs only the material value of the item at the time of transfer into our possession is relevant. All technically customary processing risks including complete loss shall be at the exclusive risk of the purchaser. We do not assume any liability whatsoever for any financial damage caused by the loss or delay in production to the purchaser. In particular, we accept no liability for deformation occurring during processing (distortion), cracks appearing or adverse effects on the accuracy and dimensional stability of the parts to be processed.

The production site is located in DE-71157 Hildrizhausen. Rectification and warranty services are provided only at the place of first production. Our consulting services regarding application techniques and other recommendations given are based on many years of experience. They are, however, not binding also with regard to possible industrial property rights of third parties and do not absolve our customers from performing their own tests on our products and procedures to check if they are suitable for their intended operation and purpose.

Technical requirements

All components are blasted, i.e. distortion and warpage might occur. Our processes involve synthetic, partly elastic, thermoset materials applied manually during various procedures with untoleranced dimensions. Coating unevenness is no reason for complaint. Measuring and testing methods from metalworking cannot be applied. Layer thickness information corresponds to approximate values and may vary considerably according to accessibility. Surface characteristics are basically electrically isolating. We do not assume any liability for "anti-static special orders". Color requirements (e.g. RAL) are understood to be similar but not identical. Changes in color are typical characteristics of elastomers (polyurethane) and no reason for complaint. Shore hardness information +/- 5 measuring points; according to DIN only measurable as from a layer thickness of 3 mm. Our service covers expert processing and material quality according to the state of the art, however, no coating function as requested by the customer.

In case of vibratory bowls, the bowl geometry and baffle layout must correspond with the requirements of the goods to be conveyed before coating. Coating cannot compensate any defects in the drive, bowls or baffles. We do not carry out any trial run of the vibratory bowl. Depending on the relevant treatment, processing residues might collect in cavities (blasting abrasive or cleaning agents) which are only escaping after commissioning. Baffles and dimensionally accurate outlets usually cannot be coated.

Other terms and conditions and severability clause

The place of performance and jurisdiction for any direct or indirect disputes between the contracting parties arising from the contract shall be Böblingen. German law shall apply to all legal relations between us and the purchaser. The UN Convention on contracts for the International Sale of Goods (CISG) shall not be applied. If individual provisions of this contract are or become ineffective, this shall not affect the validity of the remaining provisions. In such a case, both parties agree to use a replacement provision coming as close as possible to the original intent.

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