

1. Scope of application

Our deliveries, services and offers are made exclusively based on the following terms and conditions (GTC). The placing of an order includes the purchaser's agreement to our General Terms and Conditions. If an ordering party does not receive our GTC separately, we shall assume that he has taken note of our GTC for the future after the first delivery has been made. Our General Terms and Conditions shall apply exclusively to companies within the meaning of Section 310 (1) of the German Civil Code (BGB). Our terms and conditions shall apply exclusively; we do not recognize any terms and conditions of the service provider that conflict with or deviate from our terms and conditions unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we accept the service without reservation in the knowledge of terms and conditions of the service provider that conflict with or deviate from our terms and conditions. All other non-conforming terms and conditions shall not become part of the contract. If no regulation can be determined after interpretation of the contract and consideration of the interests of the contracting parties, the German law shall take the place of the conflicting GTC.

2. Placing of orders and prices

2.1 The order of the client represents a binding offer which we can accept within 2 weeks by sending an order confirmation or by handing over the work to the client. Previously submitted offers by us are subject to change until the award of the contract.

2.2 We reserve the proprietary rights to illustrations, drawings, calculations, and other documents. The purchaser must obtain our express written consent before passing them on to third parties.

2.3 As a matter of principle, the agreed price shall be decisive. Our prices are ex works Friedrichshafen, excluding packaging, transport costs, insurances, and ancillary costs of any kind, as well as plus value added tax at the applicable rate. If the cost factors relevant for pricing (production material, energy, operating materials, wages and salaries, etc.) change significantly, i.e., by more than 5%, in the period from the conclusion of the contract to the contractually agreed date of delivery, we shall be entitled to demand that the customer agree on new reasonable prices as compensation for such cost increases by amending the offer prices. This shall only apply after the expiry of 4 months after conclusion of the contract. In the event of a reduction of the cost factors mentioned in sentence 1, the client shall be entitled to agree on a corresponding price reduction in corresponding application of the above provision.

3. Delivery period, terms of delivery conditions and transfer of risk

3.1 The delivery period shall commence on the day on which the order is completely clear, and the purchaser has fulfilled all his obligations to cooperate, at the earliest on receipt of the workpieces in our works. In the event of force majeure and other unforeseeable, extraordinary circumstances for which we are not responsible, the delivery period shall be extended to a reasonable extent if we are prevented from fulfilling our obligations in a timely manner. Force majeure includes government measures, epidemics and pandemics, riots, strikes, lockouts, fire, machine breakdowns, bottlenecks in the supply of materials or energy, transport hindrances and other reasons beyond our control. If a delay in delivery resulting therefrom lasts longer than three months or if the performance of the service becomes unreasonable for one party due to the aforementioned events, the contracting parties shall be entitled to withdraw from the contract. If the delivery time is extended or if we are released from the obligation to deliver, the customer cannot derive any claims for damages from this. We may only invoke the aforementioned circumstances if we have notified the customer of the reasons for the hindrance within a short period of time after becoming aware of them.

3.2 Our deliveries are made carriage forward ex works Friedrichshafen for the account and at the risk of the purchaser. The delivery is based on the order, or the quantity delivered by the customer. We are entitled to make partial deliveries.

3.3 Information in our price lists, brochures and the like concerning technical details such as application possibilities, dimensions, resistance, etc. shall not constitute an agreement on quality, assurance, or guarantee. We reserve the right to make any necessary technical changes, insofar as these are reasonable for the purchaser. The customer is obliged to inform us of the intended use before conclusion of the contract.

4. Incoming goods

Our incoming goods inspection is limited to the determination of conformity with the delivery documents and, depending on the condition of the delivery, also to the determination of obvious transport damage and other defects recognizable to us. The notice of defect pursuant to § 377 of the German Commercial Code (HGB) shall be deemed to be in time if it is given within a period of 5 working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery. Further inspections shall only be carried out by written agreement with the purchaser.

5. Terms of payment

Unless otherwise agreed, our invoices are payable within 14 days of the invoice date, without any deductions. Partial services can be invoiced independently. If the financial circumstances of the customer deteriorate significantly or if he is in default of payment, we shall be entitled to demand immediate payment of all outstanding invoices, including those not yet due. Interest on arrears shall be charged at the legally prescribed rate above the base interest rate, subject to the assertion of further damages. The customer shall only be entitled to set-off rights if his counterclaims have been legally established or are undisputed and are synallagmatically linked to our main claim or have been recognized by us.

6. Liability for defects

We shall be liable without limitation based on the Product Liability Act of the Federal Republic of Germany. Furthermore, the following applies:

6.1 The customer must inform us of the future purpose of use of the workpiece to be coated without being asked to do so. If the workpiece is subsequently used for a purpose other than the one stated, the purchaser's warranty rights in respect of defects shall lapse.

6.2 Our goods must be inspected by the purchaser immediately after arrival at the place of destination in accordance with §§ 377 HGB (German Commercial Code). If noticeable defects are only reported after the start of assembly or further processing or after the goods have been passed on to third parties, any warranty rights of the purchaser shall lapse. The same shall apply in the event of subsequent modifications to the objects complained of by the customer or third parties. Hidden defects must be reported immediately after their discovery. We must be given the opportunity to inspect the goods.

6.3 We shall provide warranty for any defects by subsequent performance of our choice. If the type of subsequent performance chosen by us fails, the customer may, at his discretion, demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal) and damages within the scope of the limitation of liability (see clause 7) instead of performance. This shall also apply if we seriously and finally refuse to remedy the defect.

6.4 The warranty period is one year, beginning with the delivery of the goods to the purchaser. The purchaser's claims for damages due to a defect shall become statute-barred after one year from the delivery of the goods to the purchaser. This shall not apply if we have acted with intent or gross negligence or in the event of injury to the life, body, or health of the customer.

6.5 In the event of fraudulent concealment of defects, further claims shall remain unaffected.

6.6 The customer does not receive any guarantees in the legal sense from us unless they are agreed in writing as an individual agreement upon conclusion of the contract.

7. Liability for damages

7.1 No liability for quality machining shall be accepted for defects that are due to poor, unsuitable, or material quality unknown to us. The exclusion of liability also includes the machining of used parts, as well as workpieces which are not manufactured in conformity with the coating, or which have poor and problematic surfaces. The same applies if the coated parts are used for a purpose other than that of which we were informed prior to coating. In this context, we cannot provide compensation for changes in shape, impairment of the accuracy of fit and the like, unless there is intentional or grossly negligent causation on our part.

7.2 We shall only be liable for consequential harm caused by a defect in accordance with the Product Liability Act. All further liability for consequential damages is excluded subject to the provisions of section 7.3.

7.3 Our liability for breaches of contractual obligations, for damage not occurring to the delivery item itself and our liability in tort shall be limited to intent and gross negligence on the part of the user, our legal representatives, or senior employees. This shall not apply in the case of injury to life, body, and health, in the case of, claims for breach of cardinal obligations and compensation for damage caused by delay (§ 286 BGB). In this respect, we shall be liable for any degree of fault. However, as far as damages are concerned which do not result from injury to life, body, and health, we shall only be liable for the reasonably foreseeable damage typical for the contract.

7.4 The customer must take out external insurance, as we do not have any insurance for third-party property.

8. Form of declarations

Legally relevant declarations and notifications which the customer must make to us or to a third party with effect for or against us must be made in writing in order to be effective.

9. Place of performance - choice of law - place of jurisdiction

9.1 The place of performance for delivery and payment is Friedrichshafen.

9.2 The legal relations between us and our customers shall be governed exclusively by German law.

9.3 The exclusive place of jurisdiction is the court responsible for our place of business.