

General Terms & Conditions

1. Scope of validity

Our products and services are offered exclusively on the basis of the following General Terms and Conditions (GT&C).

By placing an order, the customer implicitly agrees with our GT&C. If our GT&C are not sent to the customer separately, we assume that, after the first delivery, the customer has acknowledged our GT&C for the future.

Our GT&C apply exclusively to companies as per § 310 section 1 BGB.

They are also deemed to be agreed if the terms of the customer contain a different regulation. The GT&C of the customer are subject to confirmation without express objection on our part even if they were based on the order, unless confirmed by us in writing.

2. Placement of orders and prices

2.1. The order of the customer represents a binding offer which we can accept within 2 weeks by sending a confirmation of order or by delivery of the goods or service to the customer. Previous offers submitted by us are subject to confirmation until acceptance of the order.

2.2. We reserve proprietary rights to diagrams, drawings, calculations and other documents. Before forwarding these to third parties, the customer requires our express written permission.

2.3 Orders are based on the agreed price. Our prices are quoted ex works Friedrichshafen, excluding packaging, transport costs, insurance and additional costs of all kinds and plus the valid rate of value added tax.

3. Delivery period, delivery conditions and bearing of risk

3.1. The delivery period begins with the day of complete clarity with regard to the order and fulfillment of all duties to co-operate of the customer, at the earliest on receipt of the work

pieces in our works. In the event of unforeseeable circumstances in or outside of our works, the delivery period is

3.2. Our deliveries are effected freight forward ex works Friedrichshafen for the account and at the risk of the customer. The delivery is based on the order, or on the delivered quantity of the customer. We are entitled to effect part-deliveries.

3.3. Information given in our price lists, brochures etc. on technical details such as possible applications, dimensions, stable properties etc. do not represent a specific assurance or guarantee. We reserve the right to make necessary technical modifications, in so far as they are reasonable for the customer. The customer is obliged to inform us before conclusion of a contract of the intended use.

4. Incoming goods

Our incoming goods inspection is restricted to ascertaining that the goods delivered correspond with the delivery documents and to assessing obvious transport damage and other defects detected by us in accordance with the condition as received. Further inspections are only carried out with the written agreement of the customer.

5. Terms of payment

Except where otherwise agreed, our invoices are payable within 30 days from date of invoice without deductions. For payment within 10 days of date of invoice, we offer a cash discount of 2 %. Part-payments can be invoiced independently.

If the financial circumstances of the customer deteriorate significantly or the customer defaults on payment, we are entitled to demand immediate payment of all outstanding invoices, including those not yet due. Interest on arrears is charged at the rate above the basic interest rate stipulated by law, subject to the assertion of claims for further damage.

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Offsetting and the assertion of a right of retention by the customer are only permitted if extended accordingly.

6. Liability for defects

We are liable without limitations in accordance with the Product Liability Act of the Federal Republic of Germany. In addition, the following applies:

6.1. The delivered goods are to be inspected immediately after arrival at the place of destination in accordance with §§ 377 HGB. The delivery is regarded as accepted if no complaint due to an obvious defect is received by us in writing within 14 days of arrival at the place of destination. All complaints must always be made before assembly or further processing and before forwarding to third parties. In the event of changes made to the items to which the complaint refers by the customer or third party, all liability on our part becomes null and void. Hidden defects are to be reported immediately after detection. We must be given an opportunity for subsequent inspection.

6.2. We offer a warranty for any defects by way of reworking. If reworking fails, the customer can demand a decrease in payment (reduction) or revocation of the contract (withdrawal) and compensation in the context of limitation of liability (see point VII) instead of the delivery. This also applies if we refuse reworking earnestly and finally.

6.3. The customer is not entitled to withdraw if the violation of duty is negligible.

6.4. Rights of the customer with regard to defects lapse one year after acceptance of the delivery. The short period of limitation does not apply if we can be accused of gross negligence as well as in the event of physical injury and damage to health or loss of the life of the customer which is attributable to us.

6.5. In the event of malicious concealment of defects or acceptance of a quality guarantee, further claims remain unaffected.

6.6. The customer does not receive guarantees in the legal sense from us. The counter-demand or counter-claim has been recognized or decided by a court of law.

7. Liability for damage

7.1. No liability is accepted for quality work due to defects which are attributable to poor or unsuitable material quality or material quality of which we are unaware. Exclusion of liability also applies to the processing of used parts and of workpieces which are not produced in compliance with coating requirements or which have poor quality and problematic surfaces. We cannot offer compensation for changes in form, impairment of accuracy of fit etc. unless gross negligence or intent exists on our part.

7.2. Our liability for violations of contractual obligations and tort is limited to gross negligence and intent and to compensation of typical damage incurred. This does not apply in the event of damage to the life and limb or health of the customer, claims based on the infringement of cardinal duties and compensation for damage caused by delay (§ 286 BGB). In this respect we are liable for each degree of fault. In so far as damage is involved which is not a result of damage to the life and limb or health of the customer, however, we are only liable for typical damage incurred.

7.3. The customer has to take out external insurance, as third party property is not insured by us.

8. Place of performance – choice of law – place of jurisdiction

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

8.2. The legal relationships between us and our customers are governed exclusively by German law.

8.3. The exclusive place of jurisdiction is the court responsible for our registered office.