1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale and the General Terms and Conditions of the respective dealer. Therefore, including any general conditions of purchaser, shall only be considered binding if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

2. Offer and Acceptance: Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

3. Form:
   3.1 For the purposes of these Conditions of Sale, (a) “in writing” means in text form (including email, facsimile and computer-generated letters), and (b) “written form” means any signed document or agreement.
   3.2 Any amendment or addition to these Conditions of Sale including Section 3.1, and any termination or mutually agreed cancellation of a contract shall be made in written form.

4. Prices: Unless otherwise agreed in writing, our prices are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally at the statutory rate in effect on the invoice date.

5. Purchase, Set-off:
   5.1 Unless agreed otherwise in writing, payment to us by purchaser shall be effected latest 5 days after the delivery or the performance of services.
   5.2 Set off by purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

6. Place of Performance, Shipment:
   6.1 The place of delivery or performance shall be our place of production or storage.
   6.2 If shipment has been agreed to be included, we shall ship the goods at purchaser’s risk. Furthermore, we shall determine the manner of shipment, shipment route and carrier.

7. Partial Delivery and Performance: Partial delivery and performance shall to a reasonable extent be permitted.

8. Delivery Schedules, Delay:
   8.1 If we fail to comply with the agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional delayed performance period of reasonable length, such period to be at least 3 (three) weeks.
   8.2 If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to excuse us from the said rescinding the contract or claim damages instead of delivery (Schadensersatz statt der Leistung), purchaser shall first grant us in writing a further reasonable period for delivery or performance. Subsequently, shall, upon our request, notify us in writing within a reasonable time period, whether purchaser intends, as a result of the delay, to rescind and/or claim damages instead of delivery (Schadensersatz statt der Leistung) or allows to performance.

9. Transport Insurance: We are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced value of the goods.

10. Retention of Title:
   10.1 The goods sold shall remain our property until all our claims against purchaser arising from our business relationship with purchaser have been satisfied.
   10.2 If the goods have been processed or mixed by purchaser with goods of third parties or have been combined with goods of third parties, we acquire title pro rata to that part of the new products representing the invoiced value of our goods in relation to the total value of the new products.
   10.3 In the event our goods are combined or mixed with goods of purchaser or of any third party, purchaser hereby assigns to us its rights with regard to the new products.
   10.4 Purchaser may, in the ordinary course of its business, resell any goods which are subject to our retention of title or sell the new products. If, upon such sale/resale, purchaser does not receive the full purchase price in advance or upon delivery of such new goods or new products, purchaser shall agree with its customer a retention of title arrangement on the same terms as set out herein. Purchaser hereby assigns to us all its claims arising from such sale/resale and its rights arising from the said retention of title arrangement. Upon our request, purchaser shall inform us of the manner retention of title arrangements and provide us with the information and documents necessary to enforce our rights. Notwithstanding the foregoing, purchaser shall only be entitled to collect payments from claims arising from such sale/resale or its rights arising from the said retention of title arrangement.
   10.5 Upon the event that security interests granted to us exceed the value of our claims, we shall, upon request of purchaser, release such security interests as we deem appropriate. The exercise of our right of retention of title may only be regarded additionally as a rescision with our prior consent made in writing.

11. Force Majeure: Conditions of force majeure shall release us from our delivery and performance obligations. The same release shall apply in cases of shortage of energy or raw materials, industrial disputes, governmental decrees, breakdown of transport or of our operations. It shall also apply where our sub-suppliers or affiliates as (defined in Articles 15 et seq. of the Stock Corporation Act (AktG)) are affected by any of the above.

12. Product Information: Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications in their current version. Any information about properties, durability and other data shall be understood to only be an approximation and indicated by us as such in written form. Written and verbal information about goods, equipment, plant, apparatus, process information and experience in the field of applied engineering. We provide such information, which is accurate to the best of our knowledge, subject to our right to modify and further deliver and if such information will not be modified additionally as a rescission with our prior consent made in writing. We are entitled to purchase of its purchaser’s obligation to verify the suitability of our goods for the use intended by purchaser. This shall also apply to the protection of third parties intellectual property rights.

13. Complaints: All claims, particularly those relating to defects and delivery shortcomings, arising within 10 days from the delivery of goods or, in the case of latent defects, within 5 days from the date such defect(s) is discovered or should have been discovered through reasonable investigation. If purchaser does not notify us of claims within such time period or in the agreed form, our goods or services referred to in such noncompliant notice shall be deemed to be delivered or performed in accordance with the contract. If purchaser, knowing of goods or services not being suitable shall be entitled to raise a claim for such defects if purchaser has reserved such rights in writing at the time of delivery. Notice of claims arising out of defect and/or other defects must be lodged additionally by purchaser directly with the carrier within the period specified in the contract of carriage and we shall be provided with a copy thereof.

14. Rights of Purchaser in Case of Defects:
   14.1 Purchaser shall have no right to remedies for a defect in our goods or services if: (i) it is caused by our intentional misconduct or gross negligence (grobe Fahrlässigkeit) on our part; (ii) the purchaser knew or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations.
   17.2 Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim for damages.

17.3 We are also entitled to rescind the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and rescind the contract in the event of a trade prohibition applies at the time or in the event a product registration obligation applies. Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. For Section 15 shall apply to claims for damages and refund under this Section 14.2.

14.3 Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with us on provisions exceeding the statutory rights in cases of defects.

14.4 Notwithstanding Section 14.3, recovery claims by purchaser against us according to § 445a of the Civil Code (BGB) are hereby excluded unless we may not rely on such exclusion (par. 2 of the contract in par. 3 where applicable) Civil Code (BGB).

15. Liability:
   15.1 We, our legal representatives, employees, and persons employed to perform our services shall not be liable for any defects or failures in the delivery and performance of services. The only exceptions are: (i) our goods or services in question if this value exceeds €100,000.
   15.2 The aforementioned exclusion and limitation of liability shall not apply in cases of damage to life, body, or health, or mandatory liability under the Product Liability Act (ProdHaftG) or in other cases of mandatory liability.

16. Time Limits: Purchaser’s right to claim for warranty, damages or expenses shall expire 1 year from the commencement of the time limit stipulated by law, except for defect claims in relation to goods that were used appropriately in construction and have caused the building to be defective where the time limit shall be 4 years. The above time limits shall not apply if we have acted intentionally or in cases of damage to life, body, or health, mandatory liability under the Product Liability Act (ProdHaftG) or in other cases of mandatory liability.

17. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Rescission:
   17.1 Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, distribution, handling, and disposal of the goods and services. Furthermore, purchaser shall not use, sell or otherwise dispose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unframed manufacturing of arms, ammunition or concentrated fuels in case of non-fulfillment of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations.

17.2 Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim for damages.

17.3 We are also entitled to rescind the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and rescind the contract in the event of a trade prohibition applies at the time or in the event a product registration obligation applies. Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. For Section 15 shall apply to claims for damages and refund under this Section 14.2.

17.4 If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier’s declaration, invoice declaration, invoice declaration without signature). We confirm that the declaration of preferential origin will be issued to the purchaser in accordance with our obligations under Art. 63 of the Council’s Importing Regulations (only No. 2015/2447).

18. Place of Jurisdiction: If purchaser is a merchant in accordance with the Commercial Code (HGB), the exclusive place of jurisdiction for all disputes arising out of or in connection with the contract shall be the place of our general business establishment.


20. Additional Provisions: Should any provision of this General Terms and Conditions of Sale be nullified or partly invalid, this shall have no effect on the validity of the remaining terms.