

§ 1 Place of performance

The place of performance for all services arising from the delivery contract is the place of the Seller's commercial establishment.

§ 2 Place of jurisdiction

The place of jurisdiction (also for actions on bills of exchange and checks) shall be the location of the Seller's commercial establishment or the location of its competent professional or antitrust organization.

§ 3 Content of the contract

1. All sales shall only be concluded for specific delivery dates, quantities, articles, qualities and fixed prices. Both parties are bound by these.
2. block orders are, however, permissible. These may be regulated in implementing provisions.
3. rescheduling within the scope of the order placed shall only be permissible by mutual agreement. Further details may be regulated in implementing provisions. Beyond that, orders shall not be cancelled.

§ 4 Delivery

1. the goods are delivered ex works. The shipping costs shall be borne by the Buyer.
2. in the case of delivery from an external warehouse, freight will be charged ex works; a flat-rate warehouse surcharge may be charged instead.
3. Packaging will only be charged if the goods are shipped in boxes or if special packaging is requested by the buyer. If the crates are returned freight prepaid in usable condition within two months, the value charged for them will be credited back to the buyer. If rental containers are used, the buyer shall bear the freight costs, and the seller shall bear the rental costs.
4. in the case of custom-made products, excess or short deliveries of up to 10% of the ordered quantity are permitted.
5. the goods will be shipped uninsured, unless otherwise agreed.
6. if, due to the fault of the purchaser, acceptance does not take place on time, the seller shall be entitled, at his discretion, after setting a grace period of 14 days, either to issue an invoice for arrears or to withdraw from the contract or to claim damages.

§ 5 Interruption of delivery

1. In the event of force majeure, industrial disputes, official measures and such operational disruptions for which we are not responsible and which have lasted or are expected to last longer than 1 week, the delivery period or acceptance period shall be extended without further ado by the duration of the hindrance, but by no more than 5 weeks plus the subsequent delivery period. The extension shall not take effect if the other party is not immediately informed of the reason for the impediment as soon as it becomes apparent that the aforementioned deadlines cannot be met.
2. If, due to an impediment within the meaning of paragraph 1, delivery or acceptance has not been effected in due time, the other party may set a deadline of 14 days for subsequent delivery or acceptance by registered letter or fax. After fruitless expiry of this period, the other party shall be entitled to withdraw from the contract.
3. if the impediment has lasted longer than 5 weeks and the other party is not informed immediately upon request that delivery or acceptance can be made in due time, then the other party may withdraw from the contract immediately.
4. claims for damages are excluded except in cases of gross negligence in the aforementioned cases.

§ 6 Period for subsequent delivery

1. After expiry of the delivery period, a subsequent delivery period of the duration of the delivery period, but no longer than 18 days, shall be set in motion without explanation. After expiry of the subsequent delivery period, the rescission of the contract shall be deemed to have taken place, to the exclusion of claims for damages not based on gross negligence on the part of the Seller, and the Seller shall be released from its delivery obligation if the Seller has requested the Buyer to make an express declaration within a period of 14 days as to whether the Buyer wishes to adhere to the contract, has informed the Buyer of the significance of its conduct and the Buyer does not respond to this. Fixed transactions are not made.
2. If the Buyer wishes to claim damages instead of performance or to withdraw from the contract, it must set the Seller a subsequent delivery period of at least 4 weeks, including the subsequent delivery period from paragraph 1, sentence 1, with the warning that it will refuse performance after expiry of the period. The additional delivery period shall be calculated from the day on which the Buyer's notification is sent by registered letter or fax.
3. For goods in stock which are ready for dispatch, the additional delivery period shall not exceed 5 days. Otherwise, the provisions of paragraphs 1 and 2 shall apply.
4. claims of the Buyer due to delayed delivery are excluded before expiry of the subsequent delivery period.

§ 7 Notice of defects

1. complaints must be sent to the seller within 2 weeks after receipt of the goods at the latest.
2. any complaint shall be excluded after the goods have been cut to size or otherwise started to be processed.
3. No complaint may be made about deviations in quality, color, width, weight, finish or design which are customary in the trade or which are minor and technically unavoidable.
4. in the case of defects recognized by the seller, the buyer may, at his discretion, demand rectification of the defect, delivery of goods free of defects or payment of the equivalent value with simultaneous return of the delivered goods. Further claims cannot be asserted. Claims for damages by the buyer due to defects are expressly excluded. However, the Buyer may reduce the purchase price or withdraw from the purchase contract in the event of failure of subsequent performance pursuant to sentence 1.
5. no warranty can be given for the suitability of the delivered products for the purpose intended by the buyer. Instructions for use, recommendations as well as the suggestions of our Application Technical Advisory Service are given to the best of our knowledge based on practical experience. However, they are not binding and do not exempt the purchaser from carrying out his own tests and trials. Under no circumstances can any liability for damages or disadvantages be derived from them, also with regard to any industrial property rights of third parties.

§ 8 Payment

1. the invoice is issued on the day of delivery or provision of the goods. A postponement of the expiry of the invoice (value date) is generally excluded.
2. invoices are payable: 30 days net.
3. if the seller accepts bills of exchange instead of cash, check or bank transfer, a surcharge of 1 % of the bill amount will be charged upon acceptance of the bills of exchange according to the net target of the 61st day from the invoice date.
4. payments shall always be used to settle the oldest due debt items plus the default interest accrued thereon.
5. the date of dispatch of the payment shall in any case be determined by the postmark. In the case of bank transfers, the day before the Seller's bank is credited with the payment shall be deemed to be the day of payment clearance.

§ 9 Default of payment

1. in case of payment after the due date, interest on arrears shall be charged at the rate of 8 percentage points above the prime rate.
2. The Seller shall not be obliged to make any further deliveries under any current contract before full payment of the invoice amounts due, including interest on arrears.
3. If the Buyer is in default with a due payment or if his financial situation deteriorates significantly, the Seller may demand cash payment for outstanding deliveries under any current contract prior to delivery of the goods, with the payment term being waived.

§ 10 Method of payment

1. Payment shall be made in cash or by check, bank, giro or postal check transfer.
2. offsetting with disputed counterclaims and the retention of due invoice amounts shall not be permitted; this shall not apply in the event of the Seller's suspension of payments. Other deductions (e.g. postage) are inadmissible.
3. bills of exchange, insofar as they are accepted in payment, shall only be accepted against reimbursement of all costs and expenses. Bills of exchange and acceptances with a term of more than 3 months will not be accepted.

§ 11 Retention of title

1. The delivered goods shall remain the property of the seller until payment has been made. However, the Buyer may sell or process the goods in the ordinary course of business. Any pledging or transfer by way of security of these goods in favor of third parties is excluded without the consent of the seller. In the event of seizure of these goods by third parties, the Buyer must notify the Seller without delay.
2. In the event of processing and subsequent sale, the following supplement shall apply:
 - a) The delivered goods shall remain the property of the Seller until full payment of the Seller's claims against the Buyer.
 - b) The Buyer's right to process and sell goods subject to retention of title in the ordinary course of business shall end upon the Buyer's cessation of payments or if insolvency proceedings are instituted against the Buyer's assets. In this case, the Buyer shall be obliged to surrender the unprocessed reserved goods at the Seller's first request. The Seller shall credit the Buyer for any unprocessed goods subject to retention of title taken back with the proceeds obtained by the best possible realization (§ 254 BGB). A revocation or demand for surrender of the unprocessed reserved goods by the Seller shall not constitute a withdrawal from the purchase contract.
 - c) Pledging or transfer by way of security of the reserved goods or the assigned claim is not permitted.
 - d) By processing the goods subject to retention of title, the Buyer does not acquire ownership of the new item in accordance with § 950 BGB (German Civil Code). The processing shall be carried out by the Buyer for the Seller without the Seller incurring any liabilities as a result thereof. If the reserved goods are processed, the Seller shall acquire co-ownership of the new item in the amount of the invoice value of the reserved goods that have been processed into the new item.
 - e) The Buyer hereby assigns to the Seller the claim arising from a resale of the reserved goods, also to the extent that the goods have been processed. The assignment shall be limited to the amount of the invoice value of the reserved goods that have been processed into the new item.
 - f) The Seller shall not collect the assigned claims as long as the Buyer meets his payment obligations. However, the Buyer shall be obliged to inform the Seller upon request of the third party debtors and to notify them of the assignment. He shall be entitled to collect the claims himself as long as he meets his payment obligations and the Seller does not instruct him otherwise.
 - g) The retention of title shall remain in force even if individual claims of the Seller are included in a current account and the balance has been struck and acknowledged; unless the balance has been settled.
 - h) The Seller undertakes to release the securities to which it is entitled in accordance with the above provisions at its discretion to the extent that their value exceeds the claims to be secured by 10 percent.
 - i) The Seller shall be notified immediately of any seizure of the goods, stating the name of the pledgee.
 - k) As soon as the Buyer has ceased payments, and without undue delay after notification of the cessation of payments, the Buyer shall be obliged to send to the Seller a list of the goods subject to retention of title that are still in existence, even if they have been processed, and a list of the claims against the third-party debtors together with copies of the invoices. Should the Seller enter into contingent liabilities in the interest of the Buyer (payment by check, bill of exchange), the extended and expanded retention of title shall remain in effect until the Seller has been fully released from these liabilities.

§ 12 Settlement of disputes

Disputes arising from the contract shall be settled by the ordinary court or by an agreed court of arbitration. If the arbitration court has not been agreed as having exclusive jurisdiction, the court first called upon shall have jurisdiction.