



Article 1 General – Area of Applicability

Our sales and delivery conditions shall apply exclusively; we do not recognise any conditions of the client that are contrary to or divergent from our conditions of sale unless we have expressly approved of their validity in writing. Our conditions of sale shall still apply following unconditional delivery whilst having knowledge of contrary conditions of the client or conditions divergent from our conditions of sale. All agreements reached between us and the client for the execution of this contract are to be recorded in writing.

Article 2 Quotation – Quotation Documents

1. Our quotations are without obligation and subject to prior sale. All orders are only then regarded as accepted after they have been confirmed in writing.
2. The appropriate documents belonging to the quotation such as illustrations, drawings and weight details are only roughly definitive in so far as they are not expressly marked as binding. We reserve the right of ownership and copyright to the estimates, drawings and other quotation documents. They may not be duplicated or made available to third parties. Construction drawings will not be handed over.

Article 3 Prices – Payment Conditions

1. Our prices are valid ex works. They are calculated on the basis of the wages, material prices, freight charges, costs, taxes and duties applicable on the day the quotation is submitted. If these factors change we are entitled to adapt the price if more than four months elapses between conclusion of contract and the agreed delivery date.
2. The legal V.A.T. is not included in our prices; it will be shown separately at the valid legal rate when the invoice is issued.
3. Packing, loading and dispatch costs will be charged additionally. Packaging will not be taken back.
4. Unless otherwise expressly agreed, payments are to be made by bank transfer onto our bank account without deduction to the offices shown on the invoice as follows:
5. amount within 14 days from date of invoice.
6. Invoices referring to the sending of engineers for erecting or commissioning machinery are payable immediately without any deduction.
7. Should the client fall into arrears, we are entitled to demand default interest at the rate of 8% above the German base interest rate, without prejudice to the right of asserting a claim to further damages.
8. Bills of exchange will only be accepted pending full discharge of the debt and following prior agreement. Discount charges and discount interest are to be reimbursed to us immediately. The final credit note will not be issued until the bill of exchange has been honored.
9. The client is only entitled to the rights of set-off or retention if his counterclaims have been determined finally and conclusively, are undisputed or recognized by us. In addition to this he is only entitled to assert his right of retention in so far as his counterclaim is based on the same contractual relationship.

Article 4 Limitation of Liability

We accept liability limited to the typical contractual, reasonably foreseeable damages following an infringement of essential contractual obligations for which we are responsible. In all other cases we only accept liability following wrongful intent or gross negligence. This exclusion shall not apply in so far as the risk of damage is customarily to be covered by liability or product liability insurance and for damages arising from injury to life, body and health.

Article 5 Time of Delivery

1. The delivery period commences after receipt of all necessary documents and after receipt of the down payment as well as clarification of all technical questions or questions pertaining to the contract respectively. The delivery period is considered to be observed if the consignment is ready for despatch within the time-limit and the client informed accordingly.
2. Timely and orderly fulfilment of obligation by the client is a pre-requisite for the adherence to our delivery obligations.
3. Partial deliveries are permissible in so far as this is reasonable for the client.
4. On the due date of the services to be provided by us, the reasonable time-limit to be set for us to perform shall amount to at least one month. Compensation on account of a delay in performance can only be demanded from us if we have been in default regarding the fulfilment of the claim for longer than one month.
5. We are entitled to refuse the performance incumbent upon us if, following conclusion of contract, it becomes apparent that our claim to payment is endangered by the lack of performance by the client, unless the client pays the purchase price or provides security for this. Article 321 paragraph 2 BGB (German Civil Code) shall be applied accordingly.
6. Should the client default in taking delivery or infringe other duties to cooperate, we are entitled to claim for the damage caused including any additional expenditure. In this case the risk of accidental loss or accidental deterioration of the object of sale shall transfer to the client at the point in time at which he turns out to be in default.

Article 6 Passing of Risk

Unless stated otherwise in the confirmation of order, delivery is agreed as "ex works". The risk passes to the client as soon as the consignment has left our factory, namely even if partial consignments are executed or if we have taken over the despatch costs or the erection or installation respectively. Consequently, should delivery free railway station or client's factory or free on board ship at any harbour be agreed on, the goods shall be conveyed at the recipient's risk.

Article 7 Warranty Claims

1. The rights of the client due to the delivery of a faulty item require that he (the client) has fulfilled his examination obligation and requirement to give notice of defects according to Article 377 HGB (commercial code).
2. With regard to defects of quality we shall not be liable for subsequent damages deriving from the article of sale only being free from defects after successful subsequent fulfilment.
3. The reasonable time-limit to be issued to us for subsequent fulfilment amounts to one month. In the case of subsequent fulfilment we may choose between

remedying the fault and delivery of a faultless item. We are not obligated to subsequent fulfilment where insignificant faults are concerned. Subsequent fulfilment is not already regarded as having failed following the second unsuccessful attempt. All expenditure necessary for the purpose of subsequent fulfilment, in particular transport, travel, labour and material costs, are to be borne by us in so far as they do not rise due to the fact that the article of sale has been taken to a location other than the location to which the despatch or delivery was to take place according to the agreements made upon conclusion of contract.

4. The client may not withdraw from the contract where insignificant defects of quality are concerned. However, his right to a reduction in price due to a defect in the article sold remains unaffected. In all cases of withdrawal the client shall also provide a substituted item of value for the deterioration arising due to initial operation of the article sold in accordance with the intended use.
5. Damage claims can only be asserted under the pre-requisites of Article 4 of these conditions of sale for deliveries and services
6. The preceding limitations of the rights of the client shall not apply in cases of malicious non-disclosure of a fault.
7. The claims of the client arising from the delivery of a faulty item become statute-barred after one year, commencing with the delivery of the object. Guarantee claims become statute-barred one year after commencement of the legal one year period of limitation. However, the legal periods of limitation are upheld
a. in cases of malice and wrongful intent,
b. for damages arising from injury to life, body and health,
c. with regard to faults on a structure or articles of sale used for a structure in accordance with their customary method of utilisation and causing its defectiveness.

Article 8 Security of the Reservation of Title

1. We reserve title to the delivered goods until receipt of all payments arising from the existing current account relationship (business relations) with the client. Following behavior by the client in violation of the contract, particularly following default in payment, we are entitled to demand the return of the delivered goods. The taking back of the goods does not constitute withdrawal from the contract on our part unless we have declared this expressly in writing. After taking back the goods we are authorized to utilize the goods. The utilization profit shall be allowed as a credit against the liabilities of the client – minus reasonable utilization costs.
2. The client shall inform us immediately in writing regarding levy of execution or other official actions by third parties so that we are able to raise third-party action against execution.
3. The client is entitled to re-sell the goods to which we have reservation of title in the ordinary course of business or to incorporate (the goods) in other machinery or systems or foreign structures; however, he (the client) already now assigns to us all claims to the value of the final invoice amount (including V.A.T.) accrued from the resale against his purchasers or third parties. The client remains authorized to collect this claim even after assignment. Our authority to personally collect the claim remains unaffected. However, we undertake not to collect the claim as long as the client fulfils his payment obligations arising from the collected profits, is not in default of payment and, in particular, application has not been made to open insolvency or composition proceedings and cessation of payments has not taken effect. Should this, however, be the case we are able to demand that the client makes the assigned claim and the debtors known to us, provides all details necessary for collection, hands over the appropriate documents and informs the debtors (third parties) of the assignment.
4. Processing or transformation by the client of the goods to which we reserve title shall always be executed on our behalf. Should our goods be processed with other items that do not belong to us, we shall acquire part ownership of the new item according to the ratio of the value of our goods to the other processed items at the time of processing. As for the rest, the same shall apply to the item produced by processing as to the goods supplied under reservation of title.
5. Upon request by the client we undertake to release the securities to which we are entitled in so far as the value of our securities exceed the claims to be secured by more than 20%; the choice of the securities to be released is incumbent upon us.

Article 9 Dimensions and Descriptions

1. Dimensions and descriptions of machinery and apparatus are only approximate and are not binding for the final design.
2. With regard to manufacture on account of a contract for services based on drawings provided by the client and/or his instructions, the client shall be solely responsible for the supplied items being suitable or fitting for the purpose, for being in accordance with the legal regulations and for the non-infringement of any patent, of legal protection of inventions registered as utility models or of other legal claims of third parties.

Article 10 Erection and Installation

The provision of mounting staff, installation and sending of engineers, irrespective of whether this is to be charged for separately or is included in the agreed overall price, shall be executed on the grounds of our special conditions of installation.

Article 11 Place of Jurisdiction – Place of Performance

Bad Oeynhausen is agreed as place of jurisdiction. Unless stated otherwise in the confirmation of order the place of performance
a. for services and payments shall be Bad Oeynhausen
b. for installation services shall be the installation location.

Article 12 Miscellaneous

German law shall apply exclusively to all contractual relations. Contractual rights may only be transferred to third parties following mutual agreement. Any invalidity of individual terms of the preceding conditions shall not influence the validity of the remaining terms.