

1. Our written contract confirmation provides the scope for our supply and prices. Subsidiary agreements and changes recognized only in writing. Payment applies only as having been made when we have free access to the payment. Cheques and drafts are only accepted as conditional payment.

2. The customer has the right for further conditional sales of inventory goods; shipping, security or suitability for security purposes is not permitted. The customer is obligated to ensure our rights as a conditional seller upon resale of the delivered item.

3. Claims for damages for breach of duty and tort are—as long as the provision does not apply otherwise—excluded, unless they are based on intent or gross negligence or breach of contract on our part.

4. If any provision of these business conditions or any provision of any other agreement become or be invalid, the validity of the remaining provisions or agreements shall not be affected.

5. We will not assume the costs for the return shipping of packing material.

6. We deliver spare parts and storable goods within 96 hours. For binding, more rapid deliveries, we charge an Express Delivery Fee of 15% of the net price of the material.

7. Further customer claims, especially claims for damages, which did not occur on, the delivered object itself, are excluded. The disclaimer does not apply in cases of intent or gross negligence on our part or on the part of our employees, and culpable violation of essential contractual obligations. In the case of culpable violation of essential contractual obligations, we are liable—except in cases of willful intent or gross negligence—for typical, reasonably foreseeable damages. This disclaimer also does not apply in cases where there is liabilty under product liability law for defects of the delivered goods for personal injury or property damage for privately-used objects. The disclaimer furthermore does not apply to damages resulting from injury to life, limb or health caused by our negligence to deliver the defective goods for personal injury or property damage for privately-used objects. The disclaimer furthermore does not apply to damages resulting from injury to life, limb or health caused by our negligence.

8. The customer is obligated to insure the reserved goods at its cost against theft, breakage, fire, water and other damage insurance at the customer's expense.

9. Rights due to defects in the delivered goods can only be attributed to our direct contractual partners and are not transferable.

1. All changes made after the conclusion of a contract in an agreed foreign currency or the exchange rate shall be specially billed.

2. To the degree that a binding delivery time has been agreed contractually, this begins with the sending of the contract confirmation, however not before the customer provides the necessary documentation, approvals, releases as well as the necessary documentation for shipping the goods on the date agreed or, if not agreed, approximately extended if there are work disputes, especially strikes and lock-outs, as well as the occurrence of unforeseen obstacles which it be outside our span of control, our staff, our subcontractors, suppliers or the shipping service.

3. If there are subsequent amendments to extend the contract which could influence the delivery or service time, these effects will be extended by a reasonable time period, unless special arrangements have been made for so.

4. The buyer does not meet its payment obligations, is in arrears, stops its payments or other circumstances are not due to negligence on our part.

5. If the buyer does not make the required shipment of the delivered goods within 8–12 hours, the customer is liable for the cost of transportation, handling and storage of the goods, and we are entitled to withdraw from the contract. The customer is responsible for all risks and costs associated with the loss of the goods.

6. If the buyer does not meet the conditions set forth above, we will charge a Small Quantities Surcharge of 25.00 EUR, with the additional surcharge of 5.00 EUR being due for each day after the due date.

7. If the buyer does not meet the payment obligations or stops its payments within 8–12 hours after the due date, we reserve the right to withdraw from the contract and to demand reimbursement of necessary expenses, and the customer will be responsible for all risks and costs associated with the loss of the goods.