

Terms and conditions

I. General information

1. Our deliveries are made exclusively on the following terms and conditions. The customer's terms and conditions of purchase are non-binding for us.
2. Special conditions apply to installation.

II. Offer and conclusion

1. These terms and conditions apply to all deliveries and services. The customer's terms and conditions of business are only valid if we accept them in writing for the respective conclusion of the contract. Our terms and conditions shall be deemed accepted at the latest upon acceptance of our delivery or service.
2. Our offers are non-binding. This also applies to all information contained in our printed matter and price lists. All agreements shall only become legally effective upon our written confirmation, which determines the scope of the deliveries. We reserve the right to make changes insofar as these are reasonable for the customer.
3. By reimbursement of cost shares for tools and devices or by cooperation, even if only non-material, the customer does not acquire any ownership or copyright, not even partial, in the production of these work tools.

III. Prices and payments

1. Our prices are ex works, excluding packaging, plus applicable VAT.
2. The customer bears the costs of changing the order.
3. If significant cost factors (e.g. wage, material, energy costs, statutory provisions) change up to the delivery date, we are entitled to adjust the price, unless fixed prices have been expressly agreed.
4. Agreed prices are not binding for repeat orders.
5. Payments are to be made 30 days after the invoice date in cash without deduction or in 10 days with 1% cash discount, irrespective of receipt of the goods and without prejudice to a notice of defects, excluding the right of retention and offsetting for disputed counterclaims. Wage costs are due immediately after receipt of invoice without deduction. The above applies accordingly to partial deliveries and services.
6. Bills of exchange and cheques shall only be accepted on account of payment and by agreement, provided that the customer settles all expenses immediately in cash. Credit notes shall be issued subject to receipt less all expenses on the value date of the day on which we can dispose of the equivalent value without reservation.
7. If the payment period is exceeded, interest of 2% over the discount rate will be charged.
8. Our claims become due immediately, irrespective of the agreed payment terms or bills of exchange, if payment terms are not complied with or if we become aware of circumstances that are likely to reduce the creditworthiness of the customer. In this case we are entitled to execute outstanding deliveries and services only against advance payment, without prejudice to our other rights. We may also prohibit the resale, treatment and processing of reserved goods and demand their return or the transfer of indirect possession at the customer's expense, revoke a collection authorisation and enter and take away premises in which reserved goods are stored.
9. The customer agrees to the offsetting of his or her claims and liabilities towards us. If receivables or payables have different maturities, settlement is made on the value date.

IV. Delivery times

1. Delivery periods and deadlines are only approximate unless they are expressly fixed and begin on the date of the order confirmation, but not before clarification of all order details and apply from the place of delivery for readiness for acceptance or dispatch. Delayed cooperation by the customer or changes to the order shall change the delivery time taking into account our overall planning.
2. If the customer suffers damage due to a delay caused by us, we shall compensate the demonstrably incurred damage foreseeable at the time of conclusion of the contract, but not more than 5% of the value of the delayed or omitted delivery or service. This limitation does not apply in cases of intent or gross negligence, without prejudice to the client's right to withdraw from the contract after a grace period granted to us has expired without result.
3. We are entitled to make partial deliveries.
4. Call orders must be called off on time. Upon expiry of time, our claim shall become due with regard to the delivery quantity to be called off and we shall be entitled to store the goods at our discretion at the customer's expense and risk.

V. Grades and quantities

1. In case of doubt, DIN standards or material containers apply to the material composition and dimensions, in the absence of such the trade usage.
2. We shall not test the suitability of confirmed materials and properties of our deliveries for any intended purpose notified to us, unless corresponding properties have been expressly warranted.
3. Weight-related calculations may be made according to theoretical weights of recognized standards and tables.
4. In the case of pipe deliveries, the permissible delivery quantity in the warehouse business results from the existing production lengths. For special designs of each semi-finished product, quantity tolerances of + - 10% or - 0 + 20% are permissible, for tubes of at least one manufacturing length.
5. In the case of contract orders, scrap, chips and other waste shall become our property. Their value is taken into account in the wage price.

VI. Transfer of risk and acceptance

1. All risk shall pass to the customer when the goods leave the delivery works or are made available to the customer.
2. If the goods are to be inspected according to special conditions, acceptance shall take place at the supplying plant; acceptance costs as well as personal travel and accommodation expenses of the acceptance officer shall be borne by the purchaser. If the Buyer waives acceptance at the supplying plant, the goods shall be deemed accepted as soon as they leave the plant.

VII. Rights of third parties

1. Unless otherwise agreed, the customer is entitled to further delivery and export of our material, but assumes full liability for any infringement of third-party rights.

VIII. Retention of title and its special forms

1. All delivered goods remain our property (reserved goods) until all claims have been met, even if payments are made for specially designated claims. In the case of current accounts, the reserved title shall apply to secure our balance claim.
2. Processing and treatment of goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without obliging us. Processed goods shall be deemed to be reserved goods. If goods subject to retention of title are combined and mixed with other goods, we shall be entitled to co-ownership of the new item or stock in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. If our ownership expires due to combination or mixing, the customer hereby transfers his or her ownership rights to the new stock or item to the extent of the invoice value of the reserved goods. He keeps them for us free of charge. Co-ownership rights arising from this shall be deemed to be reserved goods.
3. The customer may only sell the goods subject to retention of title in the normal course of business and while observing our terms of payment, provided, however, that the claims from the resale pass to us.

These claims are already now assigned to us to the extent to which we are entitled. In the event of the sale of goods in which we have co-ownership shares, the assignment shall apply in the amount of the co-ownership shares.

4. If reserved goods are used by the customer to fulfil a contract for work and services or a contract for work and materials, the provisions of this section shall apply accordingly.
5. The customer is entitled to collect assigned claims until revoked by us, which is permissible at any time. At our request, he or she is obliged to inform us or her customers immediately of the assignment and to provide us with the information and documents required for collection. We are entitled to inform any third party purchaser of the reservation of title or the assignment of claims without prior consultation with the customer and to revoke the above direct debit authorisation. The customer undertakes to provide the information necessary to assert our rights and to hand over the necessary documents.
6. Insofar as the customer is entitled to claims against insurers or other third parties due to damage, reduction, loss or destruction of reserved goods or for other reasons, these will also now be assigned to us to the extent to which we are entitled.
7. If retention of title or its special forms are not effective under the law in the area in which the reserved goods are located, the corresponding security in this area shall be deemed agreed and the duty of the customer to cooperate in taking all measures necessary to establish and maintain such rights.

IX. Notice of defects and warranty

We guarantee that the material and workmanship are free of defects in accordance with the current state of the art and within the framework of the scope of testing agreed with the customer. We provide the following warranty for defects, including the absence of warranted characteristics, to the exclusion of any further claims.

1. The customer must give notice of defects in writing immediately - recognizable at the latest within 8 days after receipt at the place of destination. In the event of defects, machining and processing must be stopped immediately. Otherwise, warranty rights expire.
2. The customer cannot assert any rights with regard to the remaining parts due to defective parts.
3. The customer must immediately give us the opportunity to convince ourselves of the defect, in particular to make the rejected goods or samples thereof available to us immediately upon request. The customer must give us the necessary time and opportunity to carry out this examination and, if necessary, to fulfil our warranty obligations. Failure to comply with these conditions shall void the warranty rights.
4. Claims for defects, even for non-recognisable defects, shall become statute-barred in accordance with the statutory provisions, but no later than 12 months after the transfer of risk. Furthermore, they are excluded after one month after rejection of the notice of defect or non-acceptance of our proposal for settlement, calculated from the date of our respective letter.
5. In the event of a justified notice of defects, we shall take back defective goods and deliver faultless goods in their place; instead, taking into account the interests of the customer, we shall be entitled to replace or repair the reduced value. Replaced parts become our property.
6. If we do not fulfil our warranty obligation, the customer has a right of withdrawal with regard to the defective part.
7. The warranty does not extend to:
 - a) Defects and their consequences which have arisen as a result of harmful natural influences or natural wear and tear, defective installation and assembly work, improper use or treatment and as a result of chemical, electrochemical influences.
 - b) Defects and their consequences, which cannot be detected during our industry-standard incoming, processing and processing inspection, but which could have been detected if higher quality inspection methods (e.g. X-ray or 100% inspection methods) had been used, but which the customer did not demand when placing the order.
 - c) Defects and their consequences caused by changes made by the customer as a result of repairs without our prior consent, as well as costs of rectification of defects caused by the customer without our prior written consent.
8. For serial products, the warranty period is 3 months from the transfer of risk. In the event of defects in less than 5% of the delivery quantity, any right to claim for defects is excluded.
9. Any further claims of any kind not expressly granted in this section, in particular claims for compensation of wages, omissions, loss of profit or other consequential damages, are excluded.

X. Warranty for subcontracts

The above conditions, which are supplemented by the following special regulations, also apply to wage orders;

1. In the case of justified notifications of defects in due form and time, we shall fulfil our obligation by rectification. If the material becomes unusable through our fault, we shall bear the costs incurred by us until the defect is discovered if we are proven to have acted with intent or gross negligence. We are also prepared to work on replacement material sent to us free of charge in accordance with the terms of this contract. All other claims, in particular for damages and replacement of the material, for whatever legal reason, are excluded.
2. Should items provided by us become unusable or defective as a result of events of force majeure or similar circumstances or other circumstances for which we are not responsible, replacement items are to be delivered to us freight and free of charge and processing costs incurred by us are to be reimbursed. We shall indemnify the customer pro rata in the amount of the material value provided by the customer for any insurance benefits - see Section 3 below.
3. Materials which are in the works during contract processing are only subject to our fire insurance if the customer informs us of the value of the material by sending it to us. Additional insurances are to be taken out by the customer.

XI. Liability

Claims other than those expressly granted in these terms and conditions are excluded or, insofar as they cannot be excluded, limited to compensation for damage to the contractual object itself and are limited in total to 15% of the delivery value of the respective consignment. Remaining claims shall become statute-barred in accordance with the statutory provisions, but no later than 12 months after the transfer of risk.

XII. Place of jurisdiction and applicable law

1. The place of jurisdiction, also for documents, bills of exchange and cheques, is Heidenheim. However, we are also entitled to sue the customer at his or her place of business.
2. The law of the Federal Republic of Germany shall apply to all legal relationships between us and the customer as well as third parties who are liable for the fulfilment of the customer's obligations, excluding the uniform purchase laws.
3. In the case of multilingual contractual texts, the German version shall be binding.

XIII. Third-Party Benefit, Prohibition of Assignment

1. Rights of third parties are not justified by our contracts with the customer.
2. Any assignment of rights and claims arising from these contracts by the customer requires our prior written consent.