

Terms of sale, delivery and payment

I. Scope

Unless otherwise agreed in writing, our terms apply exclusively. Terms of the ordering party are not binding upon us, including where we have not expressly contradicted these or have conducted the delivery without objection to contrary terms.

II. Order and acceptance

The ordering party is bound to his order for three weeks. Orders require our written confirmation for their validity. With regard to goods that are not in stock, we are entitled to reject acceptance within three weeks of placement of order.

III. Delivery period

1. Our stated delivery times are deemed to be approximate and non-binding, unless expressly agreed as binding in written form.

2. The delivery period commences with the sending of the order confirmation, however, not before the provision of any documents to be procured by the ordering party, permits, releases and receipt of an agreed down payment.

3. The delivery period is deemed to be met when readiness for shipping is reported prior to the lapsing of the period, or the delivery object has left the plant.

4. The delivery period is extended in the event of measures relating to industrial action, in particular strikes or lock outs, together with the onset of unforeseen hindrances that are beyond our control, such as operational disruption, delays in the delivery of important materials, to the extent that such hindrances can be proven to have a significant influence on the delivery of the delivery object. This also applies where these circumstances occur at a sub-supplier. The delivery period is extended in accordance with the duration of such measures and hindrances.

The aforementioned circumstances are also not our responsibility where they arise during the course of any already existing delay. We shall inform the ordering party of the beginning and end of such hindrances without delay in significant cases.

5. Partial deliveries are permissible within our stated delivery period, to the extent that these do not result in disadvantages for use.

6. Where the delivery period is exceeded the purchaser shall set us a reasonable period of grace for delivery and may only withdraw from the contract where this period of grace is exceeded.

IV. Scope of supply

1. The scope of supply is specified by our written order confirmation

2. The right to effect changes in design or form that are due to an improvement in technology or statutory requirements are reserved during the delivery period, to the extent that the delivery object is not significantly altered and that the ordering party may be reasonably expected to accept the changes.

V. Prices

1. Our prices are ex works, excluding packaging. Pricing is in EURO. Price changes are permissible where more than four months has passed between order confirmation and agreed delivery date. If, in the time until completion of the delivery, the wages, material costs or standard market prices increase, then we are entitled to increase the price in a reasonable manner, corresponding to the actual increase in costs. The ordering party shall only be entitled to withdraw where the price increase exceeds the general rise in the cost of living between ordering and delivery in a manner that is not merely noticeable.

If the ordering party is a business man, a legal entity under public law or a special fund under public law, then price changes are permissible under the terms of the aforementioned condition where more than six weeks pass between closure of contract and agreed delivery date.

2. For orders with an order value below EUR 150.00 net we levy a small order surcharge of EUR 15.00 to cover our costs.

VI. Packaging and dispatch

Packaging becomes the property of the ordering party and is invoiced by us. Costs of postage and packaging are invoiced separately. The choice of manner of dispatch is made at our discretion.

VII. Cancellation costs

Should the ordering party withdraw from a placed order without entitlement, we shall be entitled, irrespective of the option of pursuing a higher actual loss, to demand 10% of the sale price for the costs incurred in the processing of the order and for loss of earnings. The ordering party reserves the right to prove a lesser loss.

VIII. Acceptance and transfer of risk

1. The ordering party is obliged to accept the delivery object, even where insignificant defects exist. In the absence of agreements to the contrary (delivery by us) handover shall be effected at our business in Bodelshausen. The ordering party is entitled to examine the delivery object at the place of handover within fourteen days of receipt of the notification of readiness for delivery or other communication of readiness. The ordering party is obliged to accept the delivery object within this period, unless he is hindered in acceptance due to reasons for which he is not responsible.

2. If the ordering party remains in default of acceptance of the delivery object for longer than fourteen days from receipt of the notification of readiness for delivery in an intentional or grossly negligent manner, then, following the provision of a period of grace of a further fourteen days, we shall be entitled to withdraw from the contract or to claim compensation for non-fulfillment. The granting of a period of grace is not required where the ordering party refuses acceptance earnestly or conclusively or is clearly not in a position to pay the purchase price within this time.

3. Risk is transferred to the ordering party with acceptance of the delivery object. Should the ordering party declare that he shall not accept the delivery object, then the risk of accidental perishing or accidental deterioration of the delivery object shall be transferred to the ordering party at the time of refusal.

4. Dispatch of the delivery object shall be performed exclusively on behalf of the ordering party. In this case the risk of accidental perishing or accidental deterioration of the delivery object shall be transferred to the ordering party at the time in which the delivery object leaves the factory. This also applies where we deliver the delivery object or where carriage paid delivery is agreed.

In the event of no dispatch method being agreed we shall select the most reasonable dispatch method at our discretion.

Insurance of the delivery object against breakage may be taken out at the request of the ordering party, at the expense of the ordering party.

IX. Guarantee

1. We assume liability for defects to the delivery objects in the following manner:

a) During a time period of twenty four months following acceptance of the delivery object, for electronic components within a time period of six months, the ordering party has a claim to rectification of defects (subsequent performance). The subsequent performance shall be effected at our choice, i.e. via rectification, new delivery or new performance. If we are unable to rectify a defect subject to our guarantee obligation (failure of the aforementioned subsequent performance), or if the ordering party may not be reasonably expected to accept further attempts at rectification, then the ordering party may demand cancellation (annulment of the contract) or reduction (lowering of remuneration) in place of the subsequent performance.

If the ordering party is a consumer in the meaning of § 13 BGB - German Civil Code - and if the delivery object is a consumer good as per § 474 BGB, then the statutory terms of §§ 474 to 479 BGB shall apply.

b) Natural wear and tear is excluded from the guarantee in any case.

2. With regard to further claims and rights, we shall only be liable in the case of intent or gross negligence. For the remainder, liability is excluded.

3. The ordering party shall report material defects to us without delay.

If the ordering party is a business man, a legal entity under public law or a special fund under public law, then he shall examine the delivery object for defects without delay following delivery by us and, where a defect is identified, inform us of this in writing within ten days.

4. In the case of claims for defect payments of the ordering party may only be retained to the extent that they stand in reasonable proportion to the material defect that has occurred. The ordering party may only retain payments where a claim for defect is applied where no doubts exist with regard to its validity. If the claim for defect is unjustified, then we shall be entitled to demand compensation of the costs that we have incurred from the ordering party.

5. However, we are firstly to be provided with the opportunity to subsequent performance within a reasonable time period.

6. Claims for defects do not exist in the case of insignificant deviations from the agreed specifications, in the case of negligible limitation of usability, in the case of natural wear and tear and damage caused following the transfer of risk as a result of incorrect or negligent treatment, overuse, unsuitable equipment or due to particular external influences not foreseen by the contract, as well as non-reproducible software defects. If inexpert maintenance work or alterations are undertaken by the ordering party or third parties, then no claims for defects shall exist for these or consequential damage.

7. Claims of the ordering party arising from expenses incurred for the purpose of subsequent performance, in particular transport expenses, costs of labour and material, are excluded, where expenses are increased because the goods supplied by us have subsequently been transported to a location other than the premises of the ordering party, unless the transfer corresponds to the intended purpose.

8. Rights of recourse of the ordering party against us pursuant to § 478 BGB (recourse of the business man) shall only exist to the extent that the ordering party has not entered into agreements with his customer beyond the statutory claims for defects. For the scope of the right of recourse of the ordering party against us pursuant to § 478 section 2 BGB the above subsection 7 shall also apply accordingly.

9. With regard to claims for compensation, subsection XI (claims for compensation for loss and expenses) shall also apply. Additional claims of the ordering party or claims other than those regulated under this subsection IX of the ordering party against us or our vicarious agents due to a material defect are excluded.

X. Retention of title

1. We reserve title to the delivery object until complete payment.

2. In the event of behaviour of the ordering party in breach of contract, in particular default of payment, we shall be entitled to take back the delivery object following a warning to the ordering party, and the ordering party shall be obliged to surrender the delivery object.

3. The enforcement of retention of title and the garnishment of the delivery object by us shall not be deemed to be a withdrawal from the contract, so long as the terms of the consumer credit act do not apply or where this is expressly declared by us in written form.

In the case of application towards business men, a legal entity under public law or a special fund under public law the following shall also apply:

4. The ordering party is entitled to sell on the delivery object in an orderly business transaction; however, he assigns to us already at this point all claims to the amount of the purchase price agreed between us and the ordering party (including value-added tax) to which the ordering party becomes entitled from the selling-on, irrespective of whether the delivery object is sold on without or following processing. The ordering party is entitled to collect these claims following his assignment. Our authorisation to collect the claims ourselves remains unaffected; however, we commit ourselves to refrain from collecting the claims so long as the ordering party meets his payment obligations in an orderly manner and is not in default of payment. If this is the case, however, then we may demand that the ordering party communicates the assigned claims and their debtors, provides all information required for their collection, furnishes the accompanying documents and informs the debtors (third parties) of the assignment.

5. The processing or transformation of the goods by the ordering party shall be performed on our behalf at all times. If the delivery objects are blended with other objects that do not belong to us, then we shall acquire co-ownership of the new object to the proportion of the value of the delivery objects to the other processed objects at the time of their processing.

6. If the delivery objects are inextricably blended with other objects that do not belong to us, then we shall acquire co-ownership of the new object to the proportion of the value of the delivery objects to the other blended objects. The ordering party shall keep safe our co-owned property on our behalf.

7. The ordering party may not pledge the delivery objects or otherwise assign them as security. In the event of pledging and confiscation or other disposition by third parties, the ordering party shall inform us of this without delay and furnish us with all information and documents necessary for the safeguarding of our rights. Enforcement agents or third parties are to be informed of our ownership.

8. We commit ourselves to release the security at the request of the ordering party where its value exceeds that of the claims that it secures, where these are not yet met, by more than 20 %.

XI. Claims for compensation of loss and expenses

1. Claims for compensation for loss on the part of the ordering party arising from tort and breach of duty of the contractual obligations, regardless of legal basis, are excluded, unless the loss was caused with intent or in a grossly negligent manner. This also applies for actions of our vicarious agents or proxies.

2. This shall not apply where the law prescribes liability. The claim for compensation for the breach of significant contractual obligations is limited to conceivable loss typical for the contract, however, unless intent or gross negligence exists, or where liability exists for injury to life, body or health. An amendment of the burden of proof to the detriment of the ordering party is not associated with the aforementioned conditions.

3. To the extent that the ordering party is entitled to claims for compensation for loss pursuant to subsection XL, these shall lapse with the passing of the period of limitation for claims for material defect pursuant to subsection IX 1. a). In the case of claims for compensation for loss pursuant to product liability law the statutory period of limitation shall apply.

XII. Terms of payment

1. The purchase price and the remuneration for ancillary services fall due for payment with the handover of the delivery object.

2. Cheques and bills of exchange shall only be deemed to be payment on their redemption. The receipt of bills of exchange requires our prior written authorisation at all times. Where bills of exchange are accepted bank charges for bill discounting and collection shall be invoiced. These are payable immediately, in cash.

3. A 2 % cash discount is granted for payments received within ten days of invoice date.

Authoritative for the cash discount is the day on which payment is received by us.

However, the cash discount is not permissible where the ordering party has failed to settle one or more invoices due.

4. Default interest is charged at 8% p.a. above the respective discount rate/basic rate of the Deutsche Bundesbank. These shall be set higher where we provide evidence of a burdening with a higher rate of interest.

5. If the ordering party is a business man, a legal entity under public law or a special fund under public law, then the retention of payments due to any counterclaims of the ordering party not recognised by us is not permissible, the same also applies to offsetting against such counterclaims.

6. Deliveries outside of the Federal Republic of Germany are payable in advance, at the latest on handover.

XIII. Place of performance and jurisdiction

1. Place of performance is Bodelshausen.

2. For all disputes arising from the contractual relationship, if the ordering party is a business man, a legal entity under public law or a special fund under public law, the claim is to be lodged at the court responsible for our headquarters. We are also entitled to lodge claims at the headquarters of the ordering party.

XIV. Miscellaneous

1. The assignment of rights and obligations of the ordering party from the contract concluded with us requires our written authorisation for its validity.

Should a term prove void or become so, this shall not affect the validity of the remainder of the terms.