



▼ Terms

1. Quotation and acceptance of orders

Our quotations are always without obligation. Agreement and arrangement made orally or by telephone with our representatives become legally valid only if approved in writing by us. Deviations in the orders placed by the purchaser from our terms of delivery and payment shall not be binding for us if we have not expressed our consent in writing. We shall be permitted expressly and in all cases to correct eventual errors in offers and invoices at a later point in time.

2. Delivery

All specifications stipulated by us regarding delivery periods are only approximations and non-binding.

3. Acceptance of goods

Complaints regarding design, quality, quantity and weight can be taken into account only if the claimed loss is more than 5% of the delivered goods. Furthermore, we must be informed of complaints through written notice within 8 days after receipt of the shipment. For the complaints acknowledged by us, either replacement shall be delivered free of charge OR the paid purchase price refunded at our discretion; on the other hand, any further claims, in particular for paid freight wages, expenses and penalty for delay, shall be rejected.

4. Packaging

If no specifications regarding packaging are made in the order, we shall choose the standard packaging at our discretion.

5. Shipment

The goods shall always, regardless of route and transportation means, be shipped to the place of destination at the risk of the purchaser. Traffic duties, if not accruing to us in the case of freight paid FOB and CIF deliveries, shall be borne by the purchaser unless, due to statutory regulations, the seller must bear traffic duties alone. We shall assume obligation neither for punctual transport nor for full utilization of the capacity of the means of transport.

6. Payment

If upon completion of a transaction no other conditions of payment have been stipulated in writing, our invoices shall be payable net after 30 days.

7. Reservation of title

The delivered goods shall remain our property until full repayment of all obligations arising from the business connection and from other and future transactions between the purchaser and us. The purchaser shall oblige himself to handle the goods properly and with care for the duration of the reservation of the title by seller. The purchaser shall, within the scope of his orderly and usual business activities, be entitled to sell and process the goods. The claims made by the purchaser from the resale of the reserved goods shall, with all additional rights, at this point in time be transferred to us until the full repayment of our claims from physical deliveries to the full amount. The transferred claims shall serve as our security, but only to the value of the reserved goods sold in each case. Should the reserved goods be sold by the purchaser after processing or unprocessed in conjunction with our goods not belonging to us, the transfer of the purchase-money claim shall be valid only to the value of the received goods which, with the other goods, are the subject of this contract of sale or part of the object of sale. The purchaser shall be entitled to resell the reserved goods only in accordance with the above stipulations regarding transfer of the purchase-money claim. The purchaser shall be obliged to inform us immediately in case of seizure of the goods or, in lieu of the goods, of a purchase-money claim from a third party in case of resale. We shall, at our opinion, bind ourselves to release and retransfer the securities transferred to us according to the above conditions as far as their value exceeds the claims to be secured by 20%.