General terms and Conditions for Delivery and Payment

I. Scope
1. For our services and purchases, only our following general terms and conditions are valid. Save where we expressly confirm this in written form (letter, fax, e-mail). Deliveries and invoices are equal to the confirmation in written form. Amendments, deviations or subsidiary agreements are subject to our written confirmation as well; otherwise they will not be effective.

2. By ordering a product, the customer bindingly declares to be willing to purchase the ordered product. We reserve the right of property concerning the delivery item, until all payments from the business relation are made to us.

3. The processing of our products always happens at the risk of the customer. Our application-technological and use conditions are binding for the implementation, if any deviation from them is not expressly confirmed in this written form (letter, fax, e-mail). Gross weights and box dimensions are approximate values and are not legally binding. Particularly the explanations and descriptions contained in this order form are non-binding, and only as a reference to the quantities.

4. The customer can only make liability claims, if he is a consumer and not a merchant, or the customer is not in default of his payment obligations.

5. The supplier has to assume the product liability in so far, as it is conditioned by his work. He has to provide for the remediation or replacement delivery due to a breach of duty on our part with the above liabilities.

III. Terms and conditions of purchase and payment
1. Ordering, delivery and quality
1.1. Our orders are only binding, if we have placed them in written form. If orders are placed without a written confirmation, the lowest current market prices, the lowest prevailing market prices or similar market prices shall apply.

1.2. The period of warranty is 24 months. If the customer is a merchant, complaints about the delivery must be notified in writing within 2 weeks of the delivery. If we are not notified of the defect in writing within this period, the customer shall be deemed to have accepted the delivery.

2. Payment
2.1. All deliveries and services are due and payable within 30 days from the invoice date.

3. Engineering data and manufacturing equipment
3.1. If the supplier confirms in writing, that he will use materials of a particular origin or that he will use materials of a particular origin or grade, this is only binding for the implementation, if the customer is not in default of his payment obligations.

4. Warranty
4.1. We reserve the right to make the notice of defects with respect to obvious effects, when the goods inscribed award is carried out. This inspection can be carried out time-delayed as well, until the goods are taken from the stock to the manufacturer.

4.2. We can correct defects ourselves at the expense of the supplier in order to prevent major damages in urgent cases, if the supplier is in default.

4.3. The period of warranty is 24 months. If the work of the supplier is used by us in connection with one of our products, and the defectiveness emerges only during the operation of this product, the supplier is liable for a period of 24 months from transfer of risks to his work.

4.4. The supplier has to assume the product liability in so far, as it is conditioned by his work. He has to have this risk sufficiently insured and has to be able to give proof of this, if we demand such proof.

4.5. The supplier is also liable under exclusion of 442 BGB German civil law for possible violations of property rights of third parties by his delivery or work.

IV. Final provisions
1. The place of performance for all services and payments is our office in Bopfingen, Germany.
2. For commercial transactions, Aalen, Germany, is stipulated as venue for all claims resulting from the business relation.
3. The German contractual relationship, the German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
4. Subordinate agreements, changes and/or additions to these general terms and conditions are to be made in writing or in our written form. The requirement of the written form also applies to modifications or additions to the written form requirement at hand.

5. Deviations from the preceding terms are not binding. For the proteins of the customer, the customer shall be deemed to have accepted the delivery, if the customer is not in default of his payment obligations.

6. The customer can only make liability claims, if the customer is not in default of his payment obligations.

7. The supplier has to assume the product liability in so far, as it is conditioned by his work. He has to have this risk sufficiently insured and has to be able to give proof of this, if we demand such proof.

8. The supplier is also liable under exclusion of 442 BGB German civil law for possible violations of property rights of third parties by his delivery or work.