



General Sales and Delivery Conditions

General

We only sale and deliver to the following conditions. Any purchasing conditions of the buyer, which may disagree with these conditions, are not binding for us although orders may be based on them and although we may have not clearly objected them.

Oral agreements are only to be seen as valid if confirmed by us in written form.

Hearing mistakes may appear by taking orders by phone. The correctness of the orders therefore is on the risk of the buyer.

Offers and Prices

Our offers are generally without obligation. Prices valid on the day of delivery will be invoiced. If the invoiced amount is lower than 50 EUR, we have to add an additional fee of 5 EUR. We ask for your understanding and would like to point at our various accessories, which may complete a small order conveniently.

Technical innovations

Regarding the advancement of systems, we reserve the right to deliver items innovated and improved. This does not entitle to claim for compensation.

Changes in orders

are only possible at the buyer's costs.

Details

of measurements, descriptions of the goods or services are checked carefully by us. Nevertheless, slight divergences in colour and standard may appear even in placed orders.

Partial deliveries

and Invoices are allowed.

Dispatch

Orders with a total value exceeding 150 EUR will be delivered on our costs and risk. Below a total value of 150 EUR we have to charge a handling and shipping fee of 6%, but at least 5 EUR. Deliveries via Train or Forwarder happen on cost and risk of the consignee. In case of deliveries to third-persons, additional shipping fees will apply. Customers from foreign countries will be delivered DAF German border. We can offer you transport insurance if wished. In case of transport damages, please consider the time limits for notification of the forwarding company.

If delays occur for deliveries or pick-ups without any faults from our side, we reserve the right to invoice started or finished goods and put them on stock on customers risk and expenses.

Terms of payment

Within 10 days after invoicing with a discount of 2% or 14 days net. If a customer delays the payment more than one week or an essential aggravation of the financial circumstances appears, we reserve the right to resign from placed but not yet delivered orders respectively change the terms of payment without notice to cash on delivery with a discount of 2% (without any other costs arising). The payment becomes automatically delayed without reminder. In case of remodelling or other works on the product done by the purchaser, he will become manufacturer referring to §950 BGB and acquires coownership on the intermediate or end-product. The purchaser is safekeeper of the goods. He has the right to sell the good resp. the from it developed good during a proper sales process, but he abandons the value of the sale to the primary seller in the amount of the value of the primarily delivered goods.

Payments are to be placed in such a way, that they are credited to our bank account on the due date the latest so that we are able to dispose the balance.

For payments not available on our bank account by the time due, the purchaser owes commercial interest to us up to 5% more than the interest rate of Deutsche Bank, but at least 5% p.a. We reserve the right to charge any occurred damages caused by delay. All payments made have to free of charge for us, we are free to settle the payments with several open amounts. Payments by cheque are considered as valid upon encashment.

Reservation of proprietary rights

Delivered goods remain company property until all payment requests of the cooperation have been cleared, including any incidental claims, damages caused by delay/default and encashment of cheques and bills of exchange as well as complete release of any other liabilities to which we may have agreed in your will for financing. Payment is considered as completed upon receipt of the equivalent amount. In case of payment by cheque/bill of exchange the goods remain company property until the complete encashment.

Complaint

Complaints for obvious defects of the goods have to be announced immediately after receipt of the shipment, the latest within 14 days after receipt. Traders, legal persons under public law and specialized entities under public law are obliged to check the goods before selling or further processing. Hidden defects have to be announced upon identification, the latest 14 days after it.

Warranty

Warranty towards non-consumer will be as follows:

In case of reasonable complaints we have the right to choose whether to send a replacement or to credit the value of the complaint goods. If the replacement is also defective, the customer is entitled to step back from the purchase or demand for reduction. Rights emerging 7 478 BGB for customer being traders stay untouched. We only need to compensate for damages or loss suffered in case of purpose or gross negligence. This restriction does not apply to suffer in physical health.

Limitation Period for Warranty

The limitation period for Warranty ends after one year, if §438 1/2 BGB does not apply. This limitation period is not valid for consumers as far as new goods are concerned. It does not apply either to any customer if the defect was purposely.

Damage Claim

Damage Claims against us are only given if we or any auxiliary person from us can be blamed with purpose or gross negligence. This restriction does not apply to suffer in physical health.

Place of Performance

The place of performance shall be Chemnitz.

Place of Jurisdiction

Place of jurisdiction for any claims arising from legal relationships to our customers shall be Chemnitz as far as the customer is a legal person under public law or a specialized entity under public law. For any claims against us this place of jurisdiction shall be exclusively. We are authorized to bring our customers to trial at any competent law court according to statutory provisions.