

General Conditions of Sale

1. General:

Our general terms and conditions of business are an integral part of each contract concluded between ourselves and our customers. Terms and Conditions of the buyer shall also not apply if we do not expressly contradict them.

2. Offers, orders:

Our offers are always without obligation. Orders and additional agreements made by word of mouth require our written confirmation. In the case of call-off orders, call-off and acceptance have to take place within 12 months of order confirmation.

3. Prices:

The catalogue prices are gross prices and apply ex works excluding packaging, postage and insurance. Delivery is ex works.

The minimum order value is EURO 40.- Invoicing is in EURO at the list prices, discounts, conditions and supplements for special versions which apply on the day of delivery. If a price increase occurs between confirmation of order and invoicing, the buyer shall be entitled to withdraw from the purchase agreement up to two weeks from the date of the invoice.

The following volume discount shall apply:

1- 99	0%
100-199	20%
200-499	50%
500-999	55%
as from 1000	60%

The calculation is always based on the number of individual articles which are ordered.

4. Conditions of payment

(if not otherwise agreed):

Net for payment within 30 days of date of invoice.

5. Delivery times, scope of delivery:

Agreed delivery times apply dependent on our receiving materials to be processed in the correct form and in good time.

If delays in delivery occur as a result of Act of God, operational disturbances, rebellion, strike, civil unrest, lockout and other occurrences which are not attributable to us, the time of delivery shall be extended accordingly.

The buyer shall have no claim to damages as a result of delayed delivery except in cases of deliberate intent or gross negligence. The right of the buyer to withdraw from the contract after elapse of a period of grace allowed to us without the desired result shall remain unaffected.

We are entitled to supply 10% more or less than the volume ordered.

6. Risk and Warranty:

Despatch and delivery shall be at the buyer's own risk. Recognisable defects must be notified in writing within 5 working days of delivery, hidden defects within 5 days of discovery. In the case of justified complaints made in good time, we shall grant replacement, credit note or repayment at our discretion. If a replacement delivery should prove defective, the buyer is entitled to withdraw from the contract. Other claims are excluded, apart from in the case of deliberate intent or gross negligence.

7. Retention of title:

We retain title to the goods delivered up to complete payment of our entire claims against the buyer.

8. Place of fulfilment and legal venue:

The place of fulfilment and legal venue for both parties shall be Esslingen (Neckar). We are also entitled to bring charges at the court responsible for the registered office of the buyer.

9. Governing law:

The law of the Federal Republic of Germany shall exclusively apply.