

Delivery and Payment Conditions

I. General

1. The following conditions apply for every order placed with us. Deviations are only valid if they are expressly confirmed by us in writing. Verbal or telephone agreements, or agreements made through representatives become valid when confirmed in writing. Deviating purchasing conditions of the ordering party do not become part of the contract with the acceptance of the order.

2. The supplier retains the right of ownership and copyrights to samples, cost estimates, drawings, and similar information of a physical and nonphysical type - including electronic form. These may not be made accessible to third parties.

II Price and payment

1. All prices are ex-factory Berlin.

2. The invoice amount is due and payable 30 days after the issue date at the latest without consideration of complaints.

3. The goods remain the property of the seller pending complete payment of all, including future claims of the seller.

III. Delivery date, delay in delivery

1. The delivery date results from the agreements of the contract parties. The supplier's compliance with this delivery date presupposes that all business and technical aspects have been clarified between the contract parties and the ordering party has fulfilled all of his obligations, such as the provision of all official certificates or authorizations or the provision of a down payment. If this is not the case, the delivery period is extended appropriately. This is not in effect if the supplier is responsible for the delay.

2. Compliance with the delivery deadline is subject to correct and timely delivery to us.

3. The delivery deadline has been complied with when the delivery object has left the factory of the supplier before its expiration or readiness to ship has been reported. If an acceptance test will be performed, the notification of readiness for acceptance is considered to be compliance with the delivery deadline.

4. If shipment or acceptance of the delivery object is delayed for reasons that are the fault of the ordering party, he will be billed for the costs caused by the delay, beginning one month after notification of readiness for shipment or acceptance.

5. If noncompliance with the delivery deadline is due to force majeure, labor disputes, or other events outside the sphere of influence of the supplier, the delivery deadline is extended appropriately. The supplier will inform the ordering party as soon as possible of the beginning and end of this kind of situation.

6. The ordering party can withdraw from the contract without notice, if it becomes permanently impossible for the supplier to make complete delivery before the transfer of risk or if the performance of a portion of the delivery is impossible and he has a justified interest in refusal of the partial delivery. If this is not the case, the ordering party must pay the contract price on the partial delivery. The same is true in case of the inability of the supplier. Otherwise, Section VII.2 is in effect.

7. If the supplier is in arrears and the ordering party suffers damages as a result, he is entitled to demand a lump sum compensation for delay. It is a total of 0.5% for each full week of delay, but no more than 5% of the value of the respective part of the overall delivery, which cannot be used on time or in accordance with the contract as a result of the delay.

If the ordering party grants the supplier who is in delay - with consideration for the legal exceptions - an appropriate period for performance and the deadline is not complied with, the ordering party is entitled to withdraw within the scope of legal regulations.

Additional claims from delay in delivery are determined solely in accordance with Section VII.2 of these conditions.

IV. Transfer of risk, acceptance

1. The risk is transferred to the ordering party when the delivery object has left the factory, even if partial deliveries are made or the supplier has assumed additional services, such as shipping costs or delivery and setup.

2. If shipment or acceptance is delayed or not performed as a result of conditions for which the supplier is not responsible, the risk is transferred to the ordering party starting with the date of notification of readiness for shipment or delivery. The supplier is obligated to take out whatever insurance the ordering party requests at the expense of the ordering party.

3. Partial deliveries are permissible if these are reasonable for the ordering party.

V. Retention of ownership

1. The supplier retains the ownership of the delivery object pending receipt of all payments from the delivery agreement.
2. The supplier is entitled to insure the delivery object at the expense of the ordering party against theft, breakage, fire, water, and other damages if the ordering party himself has not provably concluded such insurance.
3. The ordering party may not sell, pledge, or offer the delivery object as a security. In case of confiscation or seizure or other disposals by third parties, he must immediately inform the supplier of this.
4. If the ordering party behaves in violation of the contract, especially in case of delay in payment, the supplier is entitled to repossess the delivery object and the ordering party is obligated to surrender it. Enforcement of the retention of ownership and the seizure of the delivery object by the supplier shall be considered withdrawal from the contract.
5. An application for the opening of insolvency proceedings entitles the supplier to withdraw from the contract and to demand the immediate return of the delivery object.

VI. Warranty

The supplier makes the following warranty for material and legal defects in the delivery excluding additional claims - subject to Section VII:

Material defects

1. All parts, which prove to be defective as a result of conditions that existed before the transfer of risk, shall be repaired or replaced free of charge at the discretion of the supplier. The supplier must be informed immediately in writing of the discovery of such defects. Replace parts become the property of the supplier.
2. After notifying the supplier, the ordering party must give the supplier the necessary time and opportunity to perform all repairs and replacement deliveries that the supplier deems necessary. Otherwise, the supplier is released from liability for the results thereof. The ordering party only has the right to correct the damage himself or have it corrected by a third party and request that the supplier reimburse the necessary expenses in urgent cases that threaten operational safety or in order to prevent excessive damage, in which case the supplier must be informed immediately.
3. From the costs resulting from repair and replacement - if the complaint is justified -, the supplier will bear the costs of the replacement part, including shipment.
4. The ordering party has the right to withdraw from the contract within the scope of legal regulations if the supplier allows an appropriate period for repair or replacement delivery granted him due to a material defect to expire without result - under consideration of the legal exceptions. If there is only an insignificant defect, the ordering party only has the right to reduce the contract price. The right to reduce the contract price does not exist otherwise.
5. No warranty is assumed in the following cases:
Unsuitable or improper use, faulty installation or faulty set up and commissioning, natural wear, faulty or negligent treatment, improper maintenance, unsuitable equipment, faulty construction work, unsuitable building site, chemical, electrochemical, or electrical effects - if these are not the responsibility of the supplier.
6. If the ordering party or a third party improperly performs repairs, the supplier is not liable for the results thereof.
The same is true for changes performed on the delivery object without prior consent of the supplier.

Legal defects

7. If the use of the delivery object leads to be violation of domestic commercial trademark rights or copyrights, the supplier will fundamentally give the ordering party the right to further use at the expenses of the supplier or modify the delivery object in a manner that is reasonable for the ordering party, so that the trademark right violation no longer exists. If this is not possible under economically appropriate conditions or in an appropriate period, the ordering party is entitled to withdraw from the contract. Under the conditions listed, the supplier is also entitled to withdraw from the contract.

In addition, the supplier will release the ordering party from undisputed or legally established claims of the affected owners of the trademark right.

8. The obligations of the supplier listed in Section VI. 7 are final, subject to Section



VII.2 in case of violation of trademark rights or copyrights.

They exist only if

- the ordering party immediately informs the supplier of claimed violations of trademark rights or copyrights,
- the ordering party supports the supplier appropriately in defending against the asserted claims or makes it possible for the supplier to perform the modification measures in accordance with Section VI.7,
- the supplier reserves the right to take all defensive measures, including out-of-court settlements,
- the legal defect is not based on instructions of the ordering party and
- the legal violation was not caused by the ordering party arbitrarily modifying the delivery object or using it in a manner that is in violation of the contract.

VII. Liability

1. If the delivery object cannot be used by the ordering party in accordance with the contract due to the fault of the supplier as a result of failure to implement or faulty implementation of suggestions and advice before or after the conclusion of the contract or do to violation of other contractual secondary obligations - especially instructions for the operation and maintenance of the delivery object, the provisions of Sections VI and VII.2 are in effect accordingly, excluding further claims of the ordering party.

2. The supplier is only liable for damages that were not caused to the delivery object itself - for whatever legal reasons -

- In case of intent
- In case of gross negligence of the owner/organs or managing employees
- In case of culpable loss of life, limb, or health,
- In case of defects, which he maliciously concealed or which he guaranteed not to be present,
- In case of defects of the delivery object, if the supplier is liable for personal or pecuniary damages to privately used objects in accordance with the Product Liability Act.

In case of culpable violation of major contract obligations, the supplier is also liability in case of gross negligence of non-executive employees and in case of slight negligence. In the latter case, this is limited to typical, reasonably foreseeable damage.

No additional claims exist.

VIII. Expiration

All claims of the ordering party - from whatever legal claims - expire in 12 months. In case of intentional or malicious behavior and for claims in accordance with the Product Liability Act, the legal deadlines are in effect.

IX. Software use

If the scope of delivery includes software, the ordering party will be granted a nonexclusive right to use the delivered software, including its documentation. It is provided for use on the delivery object for which it is intended. Use of the software on more than one system is prohibited.

The ordering party may only copy, edit, translate, or convert the software from the object code to the source code within the legally permissible scope (§§ 69a et seq. UrhG (German Copyright Act)). The ordering party is obligated not to remove or change manufacturer's information - especially copyright references - without the prior express consent of the supplier.

The supplier or software suppliers retain all other rights to the software and documentation, including the copies. The granting of sublicenses is not permissible.

X. Applicable law, jurisdictional venue

1. For all legal relationships between the supplier and the ordering party, only the laws of the Federal Republic of Germany that are binding for legal relationships between domestic parties are in effect.

2. The court responsible for the headquarters of the supplier is the jurisdictional venue. However, the supplier is entitled to file suit at the main headquarters of the ordering party.