§ 1 Validity

1) All offers, services and deliveries shall be provided in accordance exclusively with these terms and conditions. The purchaser recognises these terms and conditions by accepting the offer or service provided.

2) Other terms and conditions of the purchaser, which we have not expressly recognised, are not binding on us, even if we have not expressly rejected them.

3) These Terms of Business & Delivery shall also apply for global contracts provided that global contracts do not contain any other special arrangements.

§ 2 Adoption and content of contracts

1) All offers are subject to change and are not binding. Contracts are only adopted upon written confirmation. Transmission by facsimile or telegram shall only be binding for us if these are subsequently confirmed in writing.

2) Prices are ex works Stuttgart, unless agreed otherwise, excluding packaging.

3) Properties of the goods are only guaranteed if they have been expressly stated by us.

§ 3 Delivery periods

1) Delivery periods stated by us are not binding unless expressly agreed otherwise.

2) We reserve the right to make changes in the event of unforeseen circumstances, such as strikes, lock-out, problems with the procurement of new materials, war, lack of staff, stopping supervision, intervention by state authorities or special circumstances, for which we are not responsible, and which could not have been avoided at the contract conclusion. The purchaser shall pay any additional costs that we are forced to bear because of these circumstances. We shall also apply if the aforementioned circumstances arise after we are in default of delivery. In so far as fault of our supplier causes us to exceed the delivery, we reserve the right to cancel the contract or to demand compensation for damage in so far as the delay from the contract with immediate effect.

3) We reserve the right to partial delivery and services at any time.

4) We are entitled to cancel the contract with immediate effect if in the event of a hindrance of delivery, provided that the delay has not yet been excused. Buyer is entitled to the same if the delivery performance is not possible or if we declare the goods with delivery shortly after. Buyer has also the right to cancel the contract without obligation. The purchaser is under a duty to return the goods at our expense and risk. We shall also apply if the aforementioned circumstances arise after we are in default of delivery. In decision for defects of the entire delivery Buyer is entitled to the above-mentioned.

5) We shall pay the costs directly associated with repair or replacement delivery and the costs of transportation, transport and wage costs and cost of materials, are excluded provided that they arise because the delivery item was taken to a site other than Buyer’s place of destination. Concealed defects that cannot be discovered during immediate delivery, acceptance or reference samples have been sent. Delivered goods shall be deemed approved if we do not receive a written complaint immediately after delivery. In case of delay in delivery, we reserve the right to cancel the contract or demand compensation for damage.

6) Buyer is obligated to state within a reasonable time period and at our request whether he will accept the delivery. Furthermore, Buyer is required to take delivery at the delivery works, unless we have recognised another place of delivery in the contract. Buyer is obligated to inspect the goods and to take delivery if we are entitled to to take delivery at the place of destination. Buyer is required to inform us immediately if the delivery is not or not properly delivered. Buyer has the right to refuse delivery, as we act as material or parts supplier vis-á-vis Buyer.

§ 4 Transfer of risk, insurance

1) Risk is transferred to the purchaser immediately the goods leave the delivery works, no later than the time of delivery if the contract with immediate effect.

2) The purchaser does not have the right to make further claims, in particular, for defects, if the goods were transported or treated by third parties, if they were partly or completely lost during transportation, if the goods arrived at their place of destination.

3) Buyer is obligated to state within a reasonable time period and at our request whether he will accept the delivery. Furthermore, Buyer is required to take delivery at the delivery works, unless we have recognised another place of delivery in the contract. Buyer is obligated to inspect the goods and to take delivery if we are entitled to to take delivery at the place of destination. Concealed defects that cannot be discovered during immediate delivery, acceptance or reference samples have been sent. Delivered goods shall be deemed approved if we do not receive a written complaint immediately after delivery. In case of delay in delivery, we reserve the right to cancel the contract or demand compensation for damage.

4) Buyer is required to inspect received goods at the place of destination for defects and to make written or verbal objections. Written objections shall be submitted to us within 8 days after the receipt of the goods at this place. Written complaints must be submitted by Buyer to the address of our delivery works. Buyer or a third party, or that arise from improper or careless treatment, insofar as any such damage results from the use of the delivery item by Buyer or of a third party, or that arises from improper or careless treatment, insofar as any such damage results from the use of the delivery item by Buyer or a third party.

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§ 5 Warranty & Compensation for DAMAGES

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2) Buyer is required to inspect received goods at the place of destination for defects and to make written or verbal objections. Written objections shall be submitted to us within 8 days after the receipt of the goods at this place. Written complaints must be submitted by Buyer to the address of our delivery works. Buyer or a third party, or that arise from improper or careless treatment, insofar as any such damage results from the use of the delivery item by Buyer or a third party.

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7) Buyer is required to inspect received goods at the place of destination for defects and to make written or verbal objections. Written objections shall be submitted to us within 8 days after the receipt of the goods at this place. Written complaints must be submitted by Buyer to the address of our delivery works. Buyer or a third party, or that arise from improper or careless treatment, insofar as any such damage results from the use of the delivery item by Buyer or a third party.

8) Buyer is required to inspect received goods at the place of destination for defects and to make written or verbal objections. Written objections shall be submitted to us within 8 days after the receipt of the goods at this place. Written complaints must be submitted by Buyer to the address of our delivery works. Buyer or a third party, or that arise from improper or careless treatment, insofar as any such damage results from the use of the delivery item by Buyer or a third party.

9) Buyer is required to inspect received goods at the place of destination for defects and to make written or verbal objections. Written objections shall be submitted to us within 8 days after the receipt of the goods at this place. Written complaints must be submitted by Buyer to the address of our delivery works. Buyer or a third party, or that arise from improper or careless treatment, insofar as any such damage results from the use of the delivery item by Buyer or a third party.