

§ 1 Offer and Entering into Contracts

The order signed by the ordering party is a binding offer. We can accept this offer within two weeks by sending an order confirmation, or send the ordered goods within this period of time.

§ 2 Provided Documents

We reserve the property rights and copyrights to all documents supplied to the ordering party in connection with placing the order, such as calculations, drawings, etc. These documents must not be made available to third parties unless we have given the ordering party express written consent to do so. If we do not accept the ordering party's offer within the time limit stated under § 1, these documents must be returned to us immediately.

§ 3 Prices and Payment

1. Our prices include value-added tax (and packaging costs). Delivery and shipping costs are (not) included in our prices.
2. Payment of the purchase price must be made exclusively to the account communicated with the order. Any deduction for cash discounts is only permitted upon written special agreement.
3. Since we are currently building up production, we will handle pricing terms individually and communicate them upon confirmation of the order. Unless otherwise agreed, the purchase price is to be paid as follows: 50 % of the purchase price payable within 7 days of the order confirmation, 50 % of the purchase price on delivery. Minor amounts up to 200 € must be paid within 7 days of the order confirmation. Default interests shall be charged at a rate of 5 % above the respective base rate p.a. We reserve the right to claim for higher damage caused by delay. In the event that we claim for higher damage caused by delay, the ordering party has the opportunity to prove to us that the damages being claimed were not incurred at all or at least to a significantly lesser extent.

§ 4 Set-Off and Rights of Retention

The ordering party is entitled to offset only insofar as its demands are validly determined or undisputed. The ordering party has the right to set-off against any of our claims if it asserts a claim for defective goods or counterclaims based on the same sales contract. The ordering party is only entitled to exercise the right of retention insofar as its counterclaim is based on the same contractual relationship.

§ 5 Delivery Period

1. Since we are currently building up production, we can accept orders; delivery, however, can only be effected in 6 to 9 months at the earliest.
2. If no binding delivery date has been expressly agreed, our delivery dates and delivery periods are exclusively non-binding information.
3. The commencement of the delivery period specified by us is dependent on the ordering party's fulfillment of its obligations in a timely and proper manner. We reserve the right to defense of non-performance of contract.
4. If a non-binding delivery date/delivery period has been exceeded by 4 weeks, the ordering party can request us in writing to make delivery within a reasonable period of time. If we wrongfully fail to meet an expressly stipulated delivery date/delivery period, of if we are in default for another reason, the ordering party must set an appropriate grace period for us to perform the service. If we have allowed the period of grace to elapse fruitlessly, the ordering party is entitled to rescind the purchase contract.
5. If the ordering party is in default of acceptance or culpably violates other duties to cooperate, we are entitled to demand compensation for any loss incurred by us as a result, including any additional expenditures. We reserve the right to assert further claims. The ordering party on its part reserves the right to prove that damages in the amount claimed were not incurred at all or at least to a significantly lesser extent. The risk of accidental loss or accidental deterioration of the object of purchase transfers to the ordering party at the point in time at which the ordering party is in default of acceptance or debtor's delay.
6. Any further legal claims and rights of the ordering party due to delayed delivery remain unaffected.

§ 6 Retention of Title

1. We retain ownership of the delivered item until all receivables arising from the delivery contract have been paid in full.
2. The ordering party is obligated to handle the object of purchase with care until ownership has transferred to the ordering party. It is particularly obligated to take out, at its own cost, adequate reinstatement-value insurance against the risk of theft, fire and water damage (Note: allowed only on the sale of quality goods). If maintenance and inspection work has to be carried out, the ordering party shall proceed accordingly in good time at its own cost. As long as ownership has not transferred, the ordering party must notify us immediately in writing if the delivered item is seized or subject to other interventions by third parties. If the third party is not able to reimburse us for the court costs and out-of-court costs of a legal action pursuant to § 771 of the German Code of Civil Procedure (ZPO), the ordering party is liable for any resulting loss incurred by us.
3. Any treatment, processing, or alteration of the object of purchase by the ordering party always takes place in our name and on our behalf. In this case, the ordering party's expectant right to the object of purchase carries over to the remodeled item. If the object of purchase is processed together with other items not owned by us, we acquire co-ownership in the new item at the ratio of the objective value of our object of purchase to the other processed items at the time of processing. The same applies in the case of mixing. If mixing takes place in such a way that the item of the ordering party is to be regarded as the main item, it is deemed to be agreed that the ordering party proportionately assigns co-ownership to us and holds the thus created sole property or joint property in safe custody for us. To secure our claims against the ordering party, the ordering party also assigns to us any receivables from third parties that arise for the ordering party as a result of the incorporation of the conditional goods in real property; we hereby accept this assignment.
4. We commit to release the securities we are entitled to upon the ordering party's request if their value exceeds the receivables to be secured by more than 20 %.

§ 7 Warranty and Notice of Defects

1. Insofar as the information contained in our brochures, advertisements and other offer documents were not expressly designated by us as binding, the illustrations or drawings contained therein are only approximate indications.
2. In the event that the delivered item does not have the properties agreed between the ordering party and us or is not suitable for the use provided for in our agreement or for general use, or if it does not have the features that could be expected by the ordering party based on our public statements, we are obliged to provide supplementary performance. This does not apply if we are entitled to reject supplementary performance on the basis of statutory regulations.
3. The purchaser initially has the choice as to whether the supplementary performance should be made through improvement or a substitute delivery. We have the right, however, to refuse the type of supplementary performance chosen by the ordering party if it is only possible at inappropriate cost, and the other type of supplementary performance remains without any considerable disadvantage for the ordering party. During the supplementary performance, lowering the purchase price or withdrawing from the contract by the ordering party are excluded. Any rectification is considered to have failed with the second unsuccessful attempt, if nothing else results from the nature of the object, the defect or other circumstances. If the supplementary performance has failed or if we have refused the supplementary performance altogether, the ordering party can request a lowering of the purchase price (reduction) as desired or declare its withdrawal from the contract.
4. Damage compensation claims under the following conditions due to defects can only be asserted by the ordering party if the supplementary performance has failed or if we have refused to provide it. The ordering party's right to assert continuing damage compensation claims under the following conditions remains unaffected by this.
5. Notwithstanding the above-named regulations and the following liability limitations, we are unrestrictedly responsible for damages to life, body and health due to any grossly negligent or intentional violation of obligations on the part of our legal representatives or agents, as well as for damages included in the liability according to the Product Liability Act, as well as for all damages due to intentional or grossly negligent contract violations as well as fraudulent intent of our representatives or agents. If we have delivered a condition guarantee and/or durability guarantee concerning the product of parts of the same, we are also responsible within the framework of this guarantee. We are, however, only responsible for damages due to the lack of guaranteed condition or durability, but which do not directly affect the merchandise if the risk of such damage is obviously evident from the condition guarantee and the durability guarantee.
6. We are also responsible for damages that have been caused by simple negligence, insofar as this negligence affects the violation of such contractual obligations which are of special importance (cardinal obligations) for the attainment of the contractual purpose. We are only responsible, however, insofar as the damages are predictable and connected with the contract in a typical manner. We are not responsible for simple negligent violations of inessential secondary obligations. The liability limitations contained in sentences 1 - 3 also apply insofar as the liability for the legal representatives, senior executives or other agents is affected.
7. Any further liability without consideration of the legal nature of the claim being asserted is excluded. As long as our liability is excluded or restricted, this shall also apply to the personal liability of our employees, representatives and agents.
8. The warranty period is 2 years from the date of risk transfer. (Note: a reduction to one year in GTS is possible for used items. In case of construction materials – if installed – the warranty period is 5 years, in case of used construction materials a reduction to 1 year in GTS is possible). This period also applies to claims for compensation for consequential harm if no claims in tort have been made.

§ 8 Miscellaneous

1. This contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Should individual clauses of this agreement be or become invalid or contain any loopholes, the remaining clauses remain unaffected by this.