

For contracts with persons who, when concluding the contract, are acting in the exercise of their commercial or independent professional activity (entrepreneurs), as well as legal entities under public law or a special fund under public law.

I. General

1. All goods and services supplied are subject to these conditions and any separate contractual agreements based on them. Deviating purchase conditions of the buyer shall not form part of the contract, even upon acceptance of the order.
2. In the absence of separate agreements, a contract shall be validated through the order confirmation by the buyer.
3. The supplier shall reserve all rights of ownership and copyrights to samples, preliminary estimates, drawings, and similar information in tangible and intangible form, including in electronic form.
4. The supplier shall agree not to make available to third parties any information or documentation that the buyer has designated as confidential, without the buyer's approval.

II. Price and payment

1. Unless otherwise agreed, prices are ex works, including loading at the plant, but excluding packaging and unloading. The prices include VAT at the applicable statutory rate.
2. Unless otherwise agreed, payment is due net cash without deductions, and as follows: 1/3 deposit upon receipt of the order confirmation, 1/3 as soon as the buyer is informed that the main parts are ready for dispatch; the remainder is then due within one month of transfer of risk.
3. The buyer shall not have the right to withhold payments or a right of offset against counterclaims, unless such counterclaims are undisputed or legally valid. , Zahlungen zurückzuhalten oder mit Gegenansprüchen aufzurechnen, steht dem Besteller nur insoweit zu, als seine Gegenansprüche unbestritten oder rechtskräftig festgestellt sind.

III. Delivery time, delayed delivery

1. The delivery time is based on the agreements between the contractual parties. The supplier's compliance with these terms and conditions requires that all commercial and technical questions between the contracting parties have been clarified and that the buyer has fulfilled all the obligations incumbent upon him, such as the provision of the necessary official certificates or authorisations or the payment of a deposit. If this is not the case, the delivery time shall be extended appropriately. This shall not apply if the supplier is responsible for the delay.
2. Compliance with the delivery deadline shall be subject to correct and prompt delivery to the supplier. The supplier will notify you of any impending delays as soon as possible.
3. The delivery period is deemed to have been met if the delivery item has left the supplier's factory before the expiry of the delivery period or if readiness for dispatch has been reported. Should acceptance be required, the acceptance deadline, or the readiness for acceptance, shall be decisive, except for legitimate non-acceptance.
4. If dispatch or acceptance of the delivery item is delayed for reasons for which the buyer is responsible, the buyer shall be charged the costs incurred due to the delay, starting one month after notification of readiness for dispatch or acceptance.
5. If the failure to comply with the delivery deadline can be attributed to force majeure (an "Act of God"), labour disputes or other events or occurrences outside the influence of the supplier, the delivery deadline shall be extended by a reasonable period. The supplier shall inform the buyer as soon as possible of when such circumstances begin and end.
6. The buyer may withdraw from the contract without setting a deadline if the supplier is definitively prevented from performing its obligations in full before the transfer of risk. The buyer may also withdraw from the contract if a partial delivery cannot be made for a specific order, and if the buyer has a legitimate interest in rejecting the partial delivery. If this is not the case, the buyer must pay the contractual price due for that portion actually supplied. The same shall apply in the event of the supplier's inability to perform. Otherwise, Section VII. 2. 2 applies.

7. If such an impossibility or inability occurs during the delay in taking delivery, or if the buyer alone is responsible or primarily responsible for these circumstances, the buyer shall remain obliged to provide service in return.

8. If the supplier is in default and the buyer suffers financial loss as a result, the buyer is entitled to demand a lump-sum compensation for the delay. This shall amount to 0.5% for each whole week of delay. However, the total amount of compensation shall not exceed 5% of the value of that part of the delivery, which could not be used in good time or as contractually stipulated.

Should the buyer grant the supplier, under consideration of statutory exemptions, a reasonable term of respite following the due date and this deadline is not met, the buyer shall be entitled to withdraw from the contract to the extent permitted by law.

Further claims arising from delayed delivery shall be determined exclusively in accordance with Section VII. 2 of these Terms and Conditions.

IV. Transfer of risk, acceptance

1. The risk shall pass to the buyer when the delivery item has left the factory, even if partial deliveries are made or the supplier has assumed other services, e.g. shipping costs or delivery and installation. If an acceptance procedure is followed, this shall be decisive for the transfer of risk. This must be performed immediately on the acceptance date, or alternatively, after the supplier's notification of readiness for acceptance. The buyer may not refuse delivery of the order due to the existence of a minor defect.

2. If shipping or acceptance is delayed for reasons for which the supplier is not responsible, risk shall pass to the buyer from the date of notification of readiness for shipment or acceptance. The supplier undertakes to take out the insurance policies requested by the buyer at the buyer's expense.

3. Partial deliveries are permissible insofar as they are reasonable for the buyer.

V. Retention of title

1. The supplier shall retain ownership of the delivery item until all the payments under the delivery contract have been received.

2. The supplier is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the buyer's expense, unless the buyer has demonstrably taken out the insurance himself.

3. The buyer may resell the delivery item in the ordinary course of business. However, the buyer hereby assigns all claims arising from such resale, regardless of whether the delivery item is resold without or after processing, or whether it is connected with real estate or movable property or not. If the delivery item is resold after processing or together with other items which are not our property, or if it is combined with another item (property or movable item), the buyer's claim against its customers shall be deemed assigned to us in the amount of the delivery price agreed between the buyer and us.

4. The buyer is authorised to collect the claim even after assignment. However, this does not affect our own right to collect the claim. Nevertheless, we undertake not to collect the amount due as long as the buyer duly fulfils his payment obligations. If the buyer collects the claim, we shall be entitled to the proceeds collected in the amount of the delivery price agreed between us and the buyer for the delivery item.

5. The buyer may neither pledge the item nor assign it as security. In the event of seizure, confiscation or other actions by third parties, the buyer must inform the supplier immediately.

6. In the event of breach of contract by the buyer, in particular in the event of default in payment, the supplier shall be entitled to take back the delivery item after issuing a reminder, and the buyer shall be obliged to surrender it.

7. Due to the retention of title, the supplier can only demand the return of the delivery item if the supplier has cancelled the contract. Filing for the opening of insolvency proceedings against the buyer shall entitle the supplier to withdraw from the contract and to demand the immediate return of the delivery item.

VI Claims for defects

The supplier is liable for material defects of quality and title of the item delivered, excluding further claims, except as provided in Section VII, as follows:

A. Material defects

1. All those parts that prove to be defective due to circumstances that arose before the transfer of risk shall be repaired or replaced free of defects at the supplier's discretion, free of charge. The client must report such defects to the supplier in writing and without delay. Any parts replaced shall become the supplier's property.
2. After consultation with the supplier, the buyer shall give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the supplier deems necessary; otherwise, the supplier shall be released from liability for the resulting consequences. The buyer shall only have the right to arrange for repairs or replacement itself or through a third party and to demand reimbursement from the supplier for any costs that result in urgent cases in which operational safety is compromised and/or to prevent disproportionately greater damage (in which case the buyer shall notify the seller immediately), or if the supplier is in default with regard to the correction of the defect.
3. Of the direct costs resulting from the repair or replacement delivery, the supplier shall bear the costs of the replacement part, including shipping, if the complaint proves to be justified. In addition, the supplier shall bear the costs of dismantling and installation, as well as the costs of any necessary provision of assembly workers and other staff, including their travelling expenses, unless this would cause a disproportionate burden on the supplier.
4. The buyer has the right to withdraw from the contract in the context of the statutory provisions if the supplier, taking into account the statutory exceptions, finds that a reasonable deadline set for the repair or replacement delivery due to a material defect has expired without results. If a defect is detected that is insignificant in nature, the buyer shall only be entitled to a reduction in the purchase price. The right to a reduction in the contractually agreed price is otherwise excluded. Further claims shall be determined in accordance with Section VII. 2 of these Terms and Conditions.
5. Specifically, no liability shall be assumed in the following cases: In particular, no guarantee shall be given for the following instances: Unsuitable or inappropriate use, defective assembly or commissioning on the part of the buyer or a third party, normal wear and tear, incorrect or negligent treatment, faulty maintenance, unsuitable operating materials or equipment, defective construction work, an unsuitable base or foundation, as well as chemical, electrochemical or electrical influences - provided the supplier is not responsible for them.
6. If the buyer or a third party carries out repairs incorrectly, the supplier shall not be held liable for the ensuing consequences. This also applies to changes made by the buyer to the delivery item without the prior consent of the supplier.

B. Defects of title

7. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, the supplier shall, at its own expense, procure the right for the buyer to continue using the delivery item or to modify the delivery item in a manner that is reasonable for the buyer so that the infringement of property rights no longer exists. If this is not possible within a reasonable period or under reasonable economic conditions, the buyer shall be entitled to withdraw from the contract. Under the circumstances described, the supplier is also entitled to withdraw from the contract. Furthermore, the supplier shall indemnify the buyer for any undisputed or legally enforceable claims by the holders of the intellectual property rights concerned.
8. Subject to Section VII. 2, the obligations of the supplier specified in Section B 1 shall be conclusive in the event of any infringement of industrial property rights or copyrights. They only exist if
 - The buyer informs the supplier immediately of any asserted infringements of industrial property rights or copyrights,
 - The buyer supports the supplier to a reasonable extent in the defence of the asserted claims or enables the supplier to perform the modification measures in accordance with Section VI,
 - The supplier reserves the right to all defence measures, including out-of-court settlements,
 - The defect of title is not based on an instruction of the buyer, and
 - The violation of rights was not caused by the buyer modifying the delivery item without authorisation or using it in a manner that was not in accordance with the contract.

VII Liability

1. If the delivery item cannot be used by the buyer in accordance with the contract due to the fault of the supplier, resulting from not carrying out (or incorrectly carrying out) proposals and agreements made before or after the signing of the contract, or from a breach of other secondary contractual duties (especially instructions for operating and servicing the delivery item) the provisions of Sections VI and VII.2 shall apply accordingly and to the exclusion of all and any other rights of the buyer.
2. The supplier shall be liable for any damage that has not arisen from the delivery item itself, for whatever legal reasons, only in the following cases:

- a. In the case of intent,
- b. In the event of gross negligence on the part of the owner/executive bodies or senior managerial employees,
- c. In the event of culpable injury to life, limb or health,
- d. In the case of defects which it has fraudulently concealed or the absence of which it has guaranteed,
- e. In the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items. In the event of culpable breach of essential contractual obligations, the supplier shall also be liable for gross negligence on the part of non-executive employees and for minor cases of negligence, in the latter case limited to reasonably foreseeable damage typical of the contract. Other claims are excluded.

VIII. Limitation period

All claims by the buyer, irrespective of their legal grounds, shall lapse after 12 months. The statutory deadlines shall apply to claims for damages in accordance with Section VII. 2.a - e. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their everyday use and have caused its defectiveness.

IX. Use of software

If software is included in the scope of delivery, the buyer shall be granted a non-exclusive right to use the software supplied, including its documentation. It shall be provided for use as intended on the delivery item. The software must not be used on more than one system.

The buyer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (Sections 69a ff. of the German Copyright Law, the 'UrhG'). The buyer is obligated not to remove or change any manufacturer information, in particular any copyright details, without the supplier's express and prior consent. All other rights to the software and documentation, including copies thereof, shall remain with the supplier or the software supplier. The assignment of sub-licences shall not be permitted.

X. Applicable law, place of jurisdiction

1. The law of the Federal Republic of Germany governing legal relationships between German parties applies exclusively to all legal relationships between the supplier and the buyer.
2. The court at the supplier's place of business shall resolve any disputes. However, the supplier shall be entitled to bring legal action at the buyer's principal place of business.