1. Applicable Conditions and Scope of Application

1.1 Unless otherwise expressly agreed in writing, our supplies and services are exclusively governed by the General Terms and Conditions of Sale set forth below. These conditions do not apply to transactions by persons or partnerships having legal capacity that aspire to the performance of a commercial or self-employed occupation, unless these persons or partnerships have been exclusively or regularly instructed by us for this purpose.

1.2 All Terms and Conditions of the supplier shall be construed; these shall only be valid if and to the extent that they are written down in this document or a part of the order.

2. Advice, Information and Documentation

2.1 Any advice and information given on our products is based on our experience to date. The data, in particular concerning the possibilities of use of our products, are average data only and do not constitute a definite guarantee of results. In addition, the customer is not entitled to claim any liability in the context of the correctness of the data and the possibilities of use.

2.2 We waive all property rights, copyrights and all other rights to any documents and objects, such as drawings, samples or models, made available to the customer in connection with our offers. The customer is not entitled to disclose them to third parties without our prior written consent, irrespective of whether these were created confidentially or not.

3. Conclusion of Contract and Consideration

3.1 Our offers are not binding, unless we include a binding term of validity. A valid and binding contract shall be concluded only upon either our written confirmation of the customer’s order or, in the absence of such a confirmation, upon the delivery of the goods. The contents of the contract shall be determined by our order confirmation, in case of delivery without separate order confirmation, our delivery note shall be deemed to bring such determining content into effect.

3.2 Any information given on our products, in particular, pictorial drawings or information concerning quality, are not contractual terms. The delivery note will not be issued in lieu of a written contract. Non-delivery of the technical data, its incorrectness or incompleteness or the failure to provide it on time does not entitle the customer to any claims whatsoever.

4. Payment and Delivery of Risk

4.1 Our prices include statutory sales tax, plus any fees to be charged for the transport of the goods to the delivery address of the customer. All delivery dates and times are estimated and therefore not binding. Any changes made by the defendant, the customer is not entitled to any reduction of the purchase price or withdrawal from the contract. In the event of errors, defects, the customer shall not be entitled to withdraw from the contract. The right of the customer to assert further claims for damages at the below detailed conditions shall remain unaffected.

4.2 If it is foreseeable that the inability of the supplier to deliver the goods or to perform another contract is due to force majeure or other distorting circumstances, the supplier may subsequently execute the obligations or withdraw from the contract. In the event that the supplier is in default, the customer may rescind the contract or assert claims for damages. The supplier may subsequently execute the obligations or withdraw from the contract.