

Sales and Supply Conditions

I. General

1. The deliveries, services and offers of the seller are made exclusively on the basis of these terms and conditions. These also apply to all future business relationships, conditions, even if they are not expressly agreed again. At the latest with Acceptance of the goods or services are deemed accepted. Counter-confirmations by the buyer with reference to his business or purchasing conditions is hereby contradicted.
2. Deviations from these terms and conditions are only effective if the seller confirmed in writing.
3. If individual conditions are not legally effective, the remaining ones become effective not affected by this. Instead of the ineffective provisions, the regulation applies as agreed, which guarantees the desired economic success as far as possible.

II. Offer

1. The offers of the seller are subject to change and non-binding. Declarations of acceptance and All orders require written or telex to be legally effective Seller's confirmation. The same applies to additions, changes or secondary dissuade.
2. Drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed in writing.
3. The seller's sales staff are not authorized to make any possible side agreements or to give verbal assurances about the content of the written contract go out.
4. Unless otherwise stated, the seller adheres to the prices bound 30 days from their date. The decisive factors are those in the order price of the seller plus the respective statutory sales tax. Additional deliveries and services will be charged extra.
5. Unless otherwise agreed, the prices are understood to be ex works Without packaging.

III. Copyright and design changes

1. The supplier reserves the right to offers, drawings, plans and other documents unlimited copyright law. The right to use these documents is also after full payment in accordance with Section 32 of the Copyright Act, only in such a factual manner limited transfer that the buyer allows the exclusive own use is, but he otherwise has to keep the documents secret, not accessible to third parties not sell or otherwise distribute them.

IV. Delivery

1. Delivery dates or deadlines that can be agreed as binding or non-binding, require the written form.
2. Delays in delivery and performance due to force majeure and due to Events that make delivery significantly more difficult or impossible for the seller -This includes, in particular, strikes, lockouts, official orders, etc. if they occur at suppliers of the seller or their sub-suppliers, the seller not to represent buyers even with bindingly agreed deadlines and dates. They entitle the seller to the delivery or service for the duration of the hindrance plus a reasonable start-up time or not because of that fully or partially withdraw from the contract.
3. If the delivery time is extended or the seller is released from his obligation, we can the buyer cannot derive any claims for damages from this. To those mentioned under 2 The seller can only invoke circumstances if he immediately notifies the buyer notified.
4. The seller is entitled to partial deliveries and partial services at any time.
5. The delivery times and dates refer to the time of dispatch. Provided that there is clarity regarding the scope of the contract; all to be procured by the buyer documents, permits and releases are available to the seller.

V. Passing of risk

1. The risk passes to the buyer as soon as the shipment is carried out by the person carrying out the transport and has been handed over or left the seller's warehouse for shipment Has. If the shipment becomes impossible through no fault of the seller, the risk goes with it avoidance of readiness for dispatch to the buyer.

VI. Retention of title

1. Until all claims (including all balance claims from account correct) which the seller is entitled to for any legal reason against the buyer now or in the future the seller is granted the following security, which he can request upon request of his choice, provided that their value sustainably increases the claims by more than 20% exceeds.
2. The goods remain the property of the seller, processing or transformation always take place for the Seller as manufacturer, but without obligations for him. The (joint) property of the Seller through connection, it is already agreed that the (joint) ownership of the Buyer of a single thing proportionally (invoice value) to the seller transforms. The buyer keeps the (joint) property of the seller free of charge on the goods the seller is entitled to (co-) ownership, hereinafter referred to as reserved goods.
3. The buyer is entitled to the reserved goods in the ordinary course of business process and sell as long as he is not in default. Pledging or Transfer by way of security is not permitted. Those from resale or another Legal basis (insurance, tort) regarding the goods subject to retention of title Claims (including all balance claims from current accounts) are incurred by the buyer already in full to the seller as a precaution. The seller empowers revocably, the claims assigned to the seller for his account in the move in your own name. This direct debit authorization can only be revoked if the buyer does not properly meet his payment obligations.
4. If third parties access the reserved goods, the buyer becomes the property of the seller point out and notify them immediately.
5. If the buyer behaves contrary to the contract - especially late payment - the seller is responsible authorized to take back the reserved goods or, if necessary, to assign the surrender to demand the buyer's claims against third parties. In the withdrawal as well as in the attachment the goods subject to retention of title by the seller - unless the Payment Act applies There is no withdrawal from the contract.
6. The retention of title described above also applies to all offers, drawings, Plans and other documents that the seller provides to the buyer as part of the business relationship or before the conclusion of a contract. These documents are surrender immediately upon request if the contract does not come about or if the contract is canceled.

VII. Warranty

1. The seller guarantees that the products are free from manufacturing and material defects are; the warranty period is 6 months.
2. The warranty period begins on the delivery date. Are operational or maintenance instructions of the seller not followed, changes to the products made, Replaced parts or used consumables that are not the original According to specifications, any guarantee is void if the buyer receives a Corresponding substantiated claim that only one of these circumstances is the defect brought about, not refuted.
3. The buyer must report the defect to the seller's customer service management immediately, however notify in writing within one week of receipt of the delivery item at the latest, Defects that cannot be discovered within this period even after careful inspection, must be reported to the seller in writing immediately after discovery.
4. In the event of a notification from the buyer that the products do not meet the warranty, the seller, at his option, requires that:
 - a) the defective parts or device for repair and then for Return to the seller is sent;
 - b) the buyer provides the defective part or device and a service The seller's technician is sent to the buyer for repair If the buyer requests that warranty work be carried out at a location determined by him can be made, the seller can meet this request under the Warranty falling parts are not calculated during working hours and travel expenses to be paid at the seller's standard rates.
5. Liability for normal wear and tear is excluded.
6. Warranty claims against the seller are only available to the direct buyer are not assignable.
7. If the rectification fails after a reasonable period of time, the buyer can choose Request a reduction in remuneration or cancellation of the contract.
8. The seller is liable for defects in assembly carried out by the seller the conditions for posting assembly personnel XI, XII and XIII.
9. The preceding paragraphs contain the guarantee for the products of the Seller and exclude other warranty claims of any kind.

VIII. Seller's right to withdraw from the contract

1. If after the conclusion of the purchase contract there is a significant deterioration in the assets conditions of the buyer or will the seller known contract conclusion, the seller has the right to choose immediately To request advance payment of the purchase price or security or from the contract withdraw.

IX. Payment

1. Unless otherwise agreed, the seller's invoices are in cash and without anyone Deduction to be made to the seller's paying agent for the delivery of goods within 14 days from the date of invoice with 2% discount or within 30 days net without Deduction.
2. The payment for assembly work is basically net immediately after receipt of the invoice Deduction due.
3. The seller is entitled to make payments, in spite of a different provision by the buyer First, credit against its oldest debt, and will inform the buyer about the type of inform of any settlements made. If costs and interest have already arisen, then that is Seller authorized payment first on costs, then on interest and finally to count towards the main claim.
4. If the seller is in default, the seller is entitled to the time in question from interest of 2% above the respective discount rate of the Deutsche Bundesbank plus statutory sales tax.
5. When the seller becomes aware of circumstances that may affect the buyer's creditworthiness in particular, does not cash a check or ceases to pay, or if the seller becomes aware of other circumstances that affect the buyer's creditworthiness ask a question, the seller is entitled to call the entire remaining debt due, too if he has accepted checks. In this case, the seller is also entitled to request advance payments or security deposits.
6. The buyer is entitled to set-off, retention or reduction even if there are complaints or counterclaims are only valid if the counterclaims have been legally established or are not in dispute. The buyer is withholding however, also entitled to counterclaims from the same contractual relationship.

X. Design changes

1. The seller reserves the right to make design changes at any time, however, he is not obliged to make such changes to products that have already been delivered make.

XI. limitation of liability

1. Claims for damages from positive breach of debt due to fault Conclusion of contract and tort are both against the seller as well against his vicarious agents or vicarious agents, unless not there is willful or grossly negligent action. This also applies to damage Claims for non-performance, however only as a substitute for indirect or Consequential damage is demanded, unless the liability is based on an assurance protect the buyer against the risk of such damage. Any liability is on the at Contract conclusion limited predictable damage.

XII. Place of performance, applicable law, place of jurisdiction, partial nullity

1. The place of performance for deliveries and payments is Langenfeld.
2. For these terms and conditions and the entire legal relationship between seller and buyer is subject to the law of the Federal Republic of Germany.
3. Insofar as the buyer is a fully qualified merchant within the meaning of the Commercial Code, legal person of public law or special fund under public law, Langenfeld is finally place of jurisdiction for all direct or indirect from the contractual relationship resulting disputes.
4. Should a provision in these terms and conditions or a provision in the framework other agreements are or become ineffective, the effectiveness of all other provisions or agreements are not affected.

DUGAR + SCHUSTER GMBH & CO. KG, LANGENFELD