

General Terms and Conditions of Sale and Delivery | Version 3rd May 2021

1. Definitions

Our sales are based on these general terms and conditions of sale. Deviating or additional terms and conditions shall only be accepted if they have been expressly agreed in writing.

2. Delivery

Delivery is at the expense and risk of the buyer. We shall not be liable for any loss or damages occurred during transportations.

3. Delivery-Periods

Events of force majeure, work stoppages in our plants or operational disruptions shall release us from compliance with the agreed deadlines. Claims for damages arising from non-compliance with delivery deadlines are excluded.

4. Tools and Devices

Tools and devices taken over on a pro rata basis shall remain in our possession.

5. Excess- or short Deliveries

Excess or short deliveries up to 10% of the ordered quantity are customary and reserved. Any exceptions to this regulation must be expressly agreed in writing in advance.

6. Pricing

We reserve the right of price adjustments, e.g., in the event of price changes of raw materials and/or finished products by our plants and/or in the event of currency changes, freight increases up to the day of delivery, etc.

7. VAT

VAT is not included in our prices.

8. Payment Terms

If not otherwise agreed, our Invoices are payable within 30 days purely net

9. Shipping

Shipment is carried out at the expense and risk of the customer.

10. Defects

We are obliged to deliver quality as indicated. For wrongly or provable defect goods delivered if they are in the state of delivery, we shall replace them free of charge or shall issue a corresponding credit note. Any other claims such as time expenditure as well as claims for damages will be rejected. We do not guarantee, that the delivered goods are suitable for the intended purpose.

11. Complaints

The buyer is due to give notice of any defects found in writing at the place of destination within 8 days of receipt of the goods. Defects, which cannot be detected within this period even after careful examination, must be reported immediately after detection with immediate discontinuation of any processing, however no later than three months after receipt of the goods. Any defects reported later can't be accepted any longer.

12. Applicable law and place of jurisdiction

The venue for all legal disputes arising shall be 5080 Laufenburg. The place of performance is 5275 Etzgen.