1. Area of application / Self-supply / General Terms and Conditions of the Customer

These provisions shall apply to the entire purchase of finished goods, even if in future - supply contracts for finished goods and spare parts (together “goods”) - negotiated or handled by or with us. Unless agreed otherwise in writing, our supply obligations shall be self-supply. Deviating or opposing terms and conditions of the customer are hereby expressly excluded.

2. Conclusion of contract, commitment period

Our contract is concluded upon dispatch. With the conclusion of a supply contract, we do not assume an acquisition risk. The customer shall - unless otherwise stated in his purchase order - be tied for three (3) weeks to his offer to purchase. In case we will not send any acceptance, the delivery shall be effective by the delivery of the ordered goods.

3. Fising of a deadline

If it is statistically necessary to set a reasonable period for ourselves or the customer, this shall be determined within the framework of business practices.

4. Terms of payment, offsetting

We additionally charge € 8,90 for finished products, if the total net invoiced price of the order does not exceed € 200. - For deliveries of spare parts we charge shipping costs in the amount of € 2,56 per delivery. Unless expressly agreed otherwise (e.g. cash in advance), all payments are to be effected free our payment office in Hamburg by transfer within 14 days after the invoice date minus 2 % for the expense of the bank and the costs of the bank and the costs of the bank and the costs of the bank. Effective for the charging of discount for early payment in the case of transfer shall be the day the money is credited to our account. Discount for early payment may only be taken by us, if all of the due payment obligations from former business transactions have been met. Payments shall be offset by us initially against the least secured account receivable, in the case of equally secured accounts receivable against the oldest due account receivable, in each case.

Alternatively, the customer can grant us a SEPA Business to Business Direct Debit mandate. Collection of the direct debit shall be effective according to the date of agreement provided either by cash-on-delivery or upon delivery. For deliveries of spare parts we charge shipping costs in the amount of € 2,56 per delivery. Unless expressly agreed otherwise (e.g. cash in advance), all payments are to be effected free our payment office in Hamburg by transfer within 14 days after the invoice date minus 2 % for the expense of the bank and the costs of the bank and the costs of the bank. Effective for the charging of discount for early payment in the case of transfer shall be the day the money is credited to our account. Discount for early payment may only be taken by us, if all of the due payment obligations from former business transactions have been met. Payments shall be offset by us initially against the least secured account receivable, in the case of equally secured accounts receivable against the oldest due account receivable, in each case.

5. Right of retention of title

If, after the conclusion of the contract, circumstances become known to us which play a major role in jeopardising the solvency or creditworthiness of the customer, as a result of which the creditworthiness of the customer is endangered due to non-payment or the reversal of the direct debit payment shall be borne by the customer, provided that non-payment or reversal was not caused by us.

6. Delivery dates, part deliveries, Delay, Force Majeure

If the delivery date is not marked as “fixed” and confirmed by us expressly in writing as “fixed”, delivery shall take place in accordance with the contractual terms, if it arrives within one (1) week after the not binding delivery date. If the customer does not expressly emphasise a delivery date in his purchase order, we shall be entitled to a reasonable time. If a delivery of goods by us, which is not a fixed delivery, is delayed, the customer may, if he demonstrably suffered a loss therefrom, claim a compensation for the damage caused in accordance with § 288 BGB. Damage caused is exclusively calculated on the basis of the price of the goods, which the customer could reasonably foresee at the time of the conclusion of the contract. The customer is informed of non deliverable goods by a notification which he can consider tantamount to cases of Force Majeure:

- If, due to irreparable damage to the delivery, we are not in a situation to deliver the entire lot,
- If it is our fault that the goods cannot be used immediately for the purpose intended, or the goods are not available in sufficient quantities, or not delivered in time,
- If, for any other reason, we are not able to perform our obligations due to Force Majeure (e.g. a lockout of the employees). We can also be released from the obligation to deliver if the direct debit payment is not credited to our bank account.

7. Shipping, damage in transit, delay in acceptance, return of goods, provisional taking-back

Unless expressly agreed otherwise, shipping of the goods shall be effected D.P. customer’s domicile (acceptance). Goods delivered in future, processable or available prior to delivery, are not covered by delivery to the deliverer without delay, at the latest, however, on the 6th day after delivery and in writing. The obligations of examination and complaint in relation to us under commercial law shall not be extended by this. In the event of a default in payment or return of goods the customer undertakes to complete the “Taking-back application” made available on request and to return it to us. After examination of the reason for sending back, the customer shall receive an approved fetch-back note which comprises his customer number. Fencing back according to the SHARP take-back number is then arranged for by us. If, departing from the taking-back procedure described above, we accept goods returned without our requesting their return, the taking-back shall be provisional. In the event of final taking-back we shall credit the current market value determined by us as our reasonable discretion for the day of taking-back.

8. Extended retention of title, assignment of receivables

All of the goods delivered shall remain our property until the complete payment of all of the receivables – also future ones - owed to us from the business relationship with the customer. The customer is not entitled to use, sell or process the goods subject to retention of title in an integral part. We shall draw attention to our ownership rights and inform us without delay. Pledging or transfer by way of security of the goods subject to retention of title is not permissible. Machinery or processing of the goods subject to retention of title by the customer is not permissible, even if the goods were processed/mixed goods in accordance with the part of our co-ownership. The customer shall be entitled to sell the goods subject to retention of title in an orderly business transaction as long as he punctually meets his contractual obligations and in particular fulfills the following conditions.

1. If we have already emphasised a prohibition of part delivery in his purchase order, we shall be entitled to such prohibition.
2. The customer shall preserve the goods subject to retention of title free of charge for us with the SHARP take-back application’ made available on request.
3. If upon delivery of the goods damage (i.e. a loss or damage to the substance) is externally detectable on the goods, the customer shall report this to us within 3 days of delivery. Damage (i.e. a loss or damage to the substance) is externally detectable on the goods, the customer shall report this to us within 3 days of delivery. Damage (i.e. a loss or damage to the substance) is externally detectable on the goods, the customer shall report this to us within 3 days of delivery.
4. Any claim for damages is subject to the statute of limitations.

9. Right of offset

In the event of delay in acceptance by the customer we shall be entitled to compensation as liquidated damages of 0,5 % for every completed week of delay, but in no case shall the customer be entitled to offset the statutory default interest on the sum of the goods shown on the customer's invoice (i.e. without any discounts and other deductions from the price) minus an average utilisation mark-down in the amount of 1/3 of the invoiced amount, if the customer is entitled to revoke the contract due to the delay in acceptance and the goods subject to retention of title back for our security, if after delivery circumstances become known to us which jeopardise orderly performance of the contract on the part of the customer, it is not in our interest to revoke the contract and the goods are to be delivered to the customer. Unless expressly agreed otherwise in writing, we are entitled to revoke the direct debit authorisation and/or to request the customer to provide adequate security has been provided for it. The customer can only offset on the basis of the claims arising from the contract.

10. Statutory limitation of defective goods claims

Unless otherwise agreed, defective goods claims shall be subject to the statute of limitations as a matter of principle 12 months after delivery to the customer. If the goods have been sold to a consumer by the customer directly or by one of the purchasers in the supply chain, the defective goods shall be subject to the statute of limitations at the earliest two (2) months after the period in which the consumer has satisfied the defective goods claims of his immediate customer, but not later than five (5) years after delivery to the customer by us. If the defective goods have been used in accordance with their usual manner of use for a building structure and if it caused its defectiveness, the defective goods claims for these goods shall be subject to the statute of limitations five (5) years after delivery to the customer.

11. Damages

We do not accept liability for damage caused by simple negligence, unless damage is immediately foreseeable. Exceptions are damages to persons or property (product liability), or damage from physical injury, harm to life or health or the violation of significant contractual obligations. In the case of the violation of significant contractual obligations we accept liability for simple negligence, in the case of an essential or significant contractual obligations. In the case of the violation of significant contractual obligations we accept liability for simple negligence, in the case of an essential or significant contractual obligations. In the case of the violation of significant contractual obligations we accept liability for simple negligence, in the case of an essential or significant contractual obligations. In the case of the violation of significant contractual obligations we accept liability for simple negligence, in the case of an essential or significant contractual obligations. In the case of the violation of significant contractual obligations we accept liability for simple negligence, in the case of an essential or significant contractual obligations.

12. Right to use software

As far as the subject of the supply business transaction is (also) the permanent provision of the benefits of use drawn from the use of the goods contemporaneously with possession. If after the revocation of the direct debit authorisation the customer is obliged to make known to us without delay the receivables assigned and their debtors without delay, to transmit all of the collection including the associated documents and to disclose the assignment to the third-party debtor. The customer hereby undertakes and gives an assurance to inform us without delay, if his asset situation could endanger the orderly meeting of his obligations, or to be entered into in relations with us. This obligation shall exist up to the complete settlement of all open invoices from the supply relationship, in particular in the case of the taking-back of the goods.
including any possible back-up copies are to be handed over to third party or diskettes not
handed over are to be destroyed.

13. Data privacy
The customer’s data shall be subject to data processing for order handling and sales
statistics.

14. Applicable law, venue
The law of the Federal Republic of Germany applicable to business between residents
shall apply. The sole venue for all disputes between the parties resulting from or in
connection with the business relationship shall be Hamburg, unless another venue is
mandatory according to the law.