

1. These General Terms and Conditions apply to all deliveries to our customers (ordering parties), irrespective of whether the delivery is made on the basis of a purchase contract, a contract for specific work and services, a contract for the provision of materials or a contract of a special nature, even if they are not specifically referred to in every order confirmation. Any conflicting purchasing terms and conditions of our customers are not part of these contracts even if we have been informed of them and have not objected to them, unless we have stated in writing that we are in agreement with their contents. The carrying out of deliveries on our part does not constitute any acceptance of any purchasing terms or delivery terms of our customers. Acceptance of our deliveries by our customers means that the customers subject themselves to our terms.
2. Orders are not legally binding on us unless we have confirmed them in writing. Verbal agreements require our written confirmation.
3. Place of Jurisdiction
The place of jurisdiction for all disputes arising from this contract – including from claims from bills of exchange and cheques and from any lawsuits in respect of a breach of contractual duty on our part – is Kleve, inasmuch as our contractual partner is an entrepreneur in the sense as understood by § 14 Commercial Code (*BGB*).
4. Deliveries
 - a. Our offers are without obligation. Any product samples are not binding on us; they show the general character of the goods and not the individual properties.
 - b. Any deviations from the samples or previous deliveries shall be avoided as much as possible. Slight deviations in form and quality and tolerances in the dimensions which from a technical point of view are unavoidable when producing and processing the raw materials, do not give the customer any right to complain about the goods.
 - c. We reserve the right to fix a delivery time depending on our situation at the time. Any circumstances which are not our fault such as Acts of God, strikes, lockouts, sequestration and interventions by the authorities, shortage of raw materials and any unforeseen events in our factory and in the plants which supply us with raw materials, and any price increases by our suppliers, shall entitle us to withdraw from the delivery. In the case of delays or defaults in delivery on our part the customer shall not have the right to claim any kind of damages.
 - d. The goods travel at the risk of the customer, even in the case of carriage-paid deliveries. We are not financially responsible for any damage and losses sustained by the goods during transport. In the case of delays in dispatch caused by the behaviour of a supplying plant, the risk transfers to the customer as soon as the goods are ready for dispatch. We reserve the right to select the mode of transport.
 - e. Contract finalisations by our sales representatives and any agreements on the telephone require our written confirmation for them to become effective.
 - f. The irregular settlement of invoiced sums entitles us to stop delivering without any compensation to the customer. Instead of the agreed method of payment we can at all times demand pre-payment or the provision of a security if there exists any doubt as to the ability of the customer to pay.
 - g. If the customer's company is wound up or if we become aware of an oath of disclosure or a possible change of ownership in connection with problems of payment, we are entitled to withdraw from the contract.
 - h. Unless otherwise agreed, our deliveries are gross for net, tare not more than 3%. In the case of sales which are free destination, the customer must pay the freight costs and reduce the invoiced sum accordingly. If customer declares that he wishes to collect the goods himself, then the risk transfers to him as soon as he is informed that the goods are ready for delivery and an invoice has been written.
5. Defects/Complaints
We must be informed of any defects immediately, at the latest however within 8 days of the goods entering the destination. Defects do not have any effect on the payment terms as agreed. If a complaint should prove to be justified, we are entitled to either supply replacement goods free of charge or to withdraw from the contract. The decision is ours. Any further claims of the customer shall be excluded; in particular he may not withdraw from the contract nor claim impairment (deterioration). Any goods replaced in this way shall become our property and must be returned to us on request at our cost.
6. Place of Jurisdiction and Place of Fulfilment
The place of jurisdiction and place of fulfilment for domestic and foreign deliveries shall be Kleve.
7. Payment Terms
 - a. All prices in offers, order confirmations and on invoices are in EURO.
 - b. Our invoices must be paid free of postal charges and other fees in Sonsbeck.
 - c. Unless otherwise agreed, payment should be made net within one week of receiving the goods. Any contrary conditions require our written confirmation.
 - d. Any payments shall be used initially to pay off any interest and then to pay off the oldest outstanding debts.
 - e. In the case of a failure to meet a payment deadline, we reserve the right to charge interest for default, at least at a rate of 1% above the current discount rate (bank rate) of the Landeszentralbank.
 - f. Any cheques – free of costs for us – shall count as cash payments if we receive them early enough to cash them within the above payment deadlines and if the bank accepts them. Post-dated cheques shall not be accepted as payment.
 - g. If payment is made via our own (i.e. our customer's) or via an external bill of exchange (draft) then the associated taxes and discounting charges shall be for the account of the customer. Payments by bill of exchange shall be considered as cash payments. Whether to discount our own or external bills of exchange shall be our own decision.
 - h. Bills of exchange and cheques shall be credited on condition that they are discountable and can be cashed in at the bank. We accept no guarantee for the timely submission and filing of any protests. In the case of a protest concerning a bill of exchange, whether it be the customer's bill or whether it be a protesting external bill which has not been immediately paid, our claims from all current bills of exchange shall be due immediately, whether they are our own or external bills of exchange.
 - i. We reserve the right to evaluate a loan or to cancel one which has already been granted even after an order has been received. We are entitled at our discretion to request satisfactory security (collateral) at any time. Our demands are due immediately if the other party does not provide adequate security following such a request.
 - j. The customer can only set off his demands which are undisputed or which have been established in law.
 - k. Payments will only be accepted if they are paid directly to us. Our staff or representatives can only accept payments if they have the written authorisation to do so.
 - l. Unless special arrangements have been made, deliveries outside Germany shall only be made against payment in advance or a bank transfer or on payment on handing over the bill of lading (letters of credit). Our deliveries outside Germany shall be affected exclusively under German law and the conditions given above.
8. Retention of Ownership
The goods delivered shall remain our property until the purchase price has been paid in full and until all previous deliveries within the particular business relationship – including all variants – have been paid for. Before that time the customer shall not be entitled to pledge the goods to a third party or to transfer them as security. The customer must inform us immediately before any pledge by a third party. If the goods have been processed and/or been mixed with another item in proportions which can no longer be determined and the supplied goods which are under retention of ownership cannot be considered as a major part of the new product, then the customer shall transfer ownership of the new product to us, as of then, in order to secure the above-named demand, agreeing at the same time that he will hold the new product on our behalf. The customer shall be entitled to sell the product or the items made from it through the normal sales channels. The resulting purchase price demands against the third party from this further sale shall be hereby assigned to us to the extent of the value of the held goods, determined by the invoiced amount. The customer shall be entitled, as long as he has made all his payments to us correctly, to collect these demands for our account. Before any assignment, we are however entitled to inform the buyers (which are to be nominated to us on request) and to instruct them to pay.
9. Failure to confirm acceptance of the above conditions shall be taken as their acceptance.