

Delivery- and payment conditions

1. Ruling

The general trading conditions are valid concerning all our contracts, unless we change or exclude them with our particularly agreement. A dissolution or changement of single components of the contract is only valid for the prevailing contract completion.

2. Counter conditions

Purchase conditions of our clients which are opposing to our trading rules are void, also in the case of our contradiction in a not particularly way.

3. Offers

Our offers are without obligation.

4. Prices

Our prices are without obligation without VAT and are to be understood ex Bissingen. Carriage and packing are calculated separately. In addition to these prices will arise, on the day of delivery coming into force, possible price increases by the suppliers respectively cost-of-living allowances as well as tax increases necessary through official orders, capable to be apportioned, etc.

5. Completion of contract

All contracts will first become obligatory from our part through our written confirmation. Later changes of already given orders e.g. changes of ringwidth, other models, etc. have to be calculated when the production has already begun.

6. Period of delivery and deadline of delivery

The delivery is effected on payment by the buyer. With the handover to a haulage company, post or railway, at the latest however by leaving the stock, the risk will pass over to the transport company, beginning on from the handover of the transport company the risk will pass over to the customer. Periods of delivery will be named by us after having coordinated thoroughly and will be kept if possible. We are entitled to deliver in parts. Queries are to be expressed within 8 days after having received the merchandise.

Deficiencies of a part of the delivery can not have the complaint of the whole delivery as a consequence. We are in principle entitled to improve the merchandise complained about. A replacement of deliveries which are lost on the way of transport or are damaged, will only be effected within our assurance protection.

7. Reservation of ownership

We remain the owner of the merchandise until all demands of the seller also those in future arising out from the trading connection with the customer will be paid completely. If separate demands of the seller are recorded on a open account and a balance is drawn and recognized then the reservation of ownership will not be touched by this fact. We are entitled at once in the case of default of the obligations on the part of the client — especially in the case of delay of payment, protesting of a bill, etc. — to demand back and take possession of the merchandise standing under reservation of ownership to the exclusion of any lien of the customer. The taking back means a withdrawal only by our particularly statement. With the reservation of compensation due to default. The buyer will bear the whole costs arising through this.

8. Payment

For orders under 75,- €, we add an service charge of 10,- €

With orders with less than 250,- € discount payment is not possible.

Payment by cheque or Bank transfere In advance:
less 5% cash discount

Payment after 30 days by credit card:
pure net

Deliveries of merchandise for special prices are to be payed within 10 days.

In the case of delay of payment, onset of difficulties of payment, initiation of bankruptcy- and settlement proceedings, we are entitled to declare the whole debts existing out of the trading connection due at once, also when the customer was given time to pay them by the acceptance of the bill of exchange.

9. Court jurisdiction

Place of fulfilment is Bissingen, exclusive court jurisdiction for both parts is Dillingen concerning all current and future claims arising out of the trading connection, also concerning charges in legal proceedings of bill of exchange and document.

10. Closing requirements

In the case of being void of a part or parts of our trading conditions, it does not matter for what reason, then the efficacy of the remaining parts of these conditions will not be touched by this.

Oral incidental arrangements without our written confirmation are not valid. A liability for fault of our fulfilment assistant is excluded.