

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. CONCLUSION AND CONTENT OF THE CONTRACT

Our sales are made exclusively on the basis of the following general terms and conditions of sale and delivery. Any conflicting terms and conditions of purchase of the buyer shall not apply, even if we do not expressly reject them.

Our offers are subject to change. If the buyer places an order on the basis of our non-binding offer, this constitutes a binding offer to conclude a sales contract. The buyer is bound by this offer for 14 business days.

Verbal agreements and undertakings made by our employees shall only become binding on our written confirmation.

2. PRICING

Unless otherwise agreed, prices are net ex works, excluding packaging, and are based on the current cost factors; if these factors change before delivery, we reserve the right to adjust the prices accordingly if there is a period of more than two months between the conclusion of the contract and delivery of the goods.

For orders without prior price agreement, the prices valid on the day of delivery shall apply.

All information made available to the buyer by us in the course of the performance of the contract (in particular prices, terms and conditions, discounts and availability information) is confidential, intended solely for the buyer's internal use, and may not be passed on, disclosed or otherwise made available to third parties, either in whole or in part, without our prior written approval; statutory disclosure obligations remain unaffected.

3. DELIVERY PERIOD

The delivery period stated in the contract is to be regarded as approximate only and refers to the time of handover of the goods to the shipping company. It commences on the day of our order confirmation, but not before complete clarification of all the details of performance and all the other requirements to be fulfilled by the buyer. We are entitled to make deliveries prior to expiry of the delivery period and partial deliveries to a reasonable extent.

Unforeseen events at the supplier's works or at a sub-supplier, e.g. disruptions to operators, industrial action (strike or lockout), rejects and delays in delivery of essential materials or other breaches of contract by our suppliers for which we are not responsible shall extend the delivery periods appropriately. We will inform the buyer without undue delay about the occurrence and the expected duration of the impediment to performance.

4. ACCEPTANCE

If formal acceptance is agreed in the contract, such acceptance must always take place at the supplier's works immediately after notice of readiness for acceptance. The costs of acceptance shall be borne by the buyer. If the buyer fails to carry out acceptance within a period set by us, the goods shall be deemed to have been accepted in accordance with section 640 para. 2 of the German Civil Code.

5. PACKAGING; SHIPPING AND TRANSFER OF RISK

Unless agreed otherwise in the Individual case, our deliveries are made FCA (Free Carrier) according to the Incoterms® 2020th at the place stated in the order confirmation/shipping confirmation. In this case, the risk passes to the buyer upon our handover of the goods to the carrier designated by the buyer (or another person designated by the buyer) at the agreed location. We are only responsible for the timely and proper handover of the goods at the agreed location; we shall not be liable for any delays or transport damage caused by the carrier after the risk has passed.

6. DEVIATIONS IN DRAWING AND WEIGHT

The weights and quantities determined by us shall apply for the calculation. The supplier retains title and copyright in cost estimates, drawings and other documents; they may not be disclosed to third parties.

7. WARRANTY

The buyer must give notice of defects in writing immediately, but no later than 2 weeks after receipt of the goods at the place of destination. Notice of defects that cannot be discovered within this period even after careful inspection must be given immediately, but no later than 2 weeks after discovery of the defect, with immediate cessation of any processing.

Unless otherwise expressly agreed in writing in individual cases, the warranty period is 24 months from the date of commissioning but shall not exceed 30 months from the date of delivery. By way of exception, a warranty period of a maximum of 24 months from the date of delivery applies to rolling bearings, in accordance with the manufacturer's respective warranty terms and conditions. After the expiry of such warranty period, the purchaser may no longer give notice of defects.

We must be given the opportunity to identify the defect complained of on site ourselves or via a representative. Without our express consent, no changes may be made to the defective item prior to inspection, subject to the warranty. Items for which notice of defect has been given must be returned to us immediately on request. If, by special agreement, the freight costs for the return of the defective item are borne by us, we shall only bear costs up to the amount of the freight from the buyer's works to our works.

In the event of defects we may, at our discretion, provide a replacement of the original delivery item free of charge, or remedy the defect. Further claims of the buyer for reduction in price or rescission from the contract shall only arise after the remedy of the defect has ultimately failed.

Natural wear and tear and other causes beyond our control, such as defects in the design or choice of material specified by the buyer, incorrect handling and overloading do not constitute defects covered by the warranty. Warranty claims relating to a notified defect shall become statute-barred after expiry of the warranty period, but at the latest within one month after our written rejection of the notice of defect.

8. TERMS OF PAYMENT

Our invoices are payable within 30 days of the invoice date without deduction, unless other terms have been agreed.

If the date for payment is exceeded, interest on arrears shall be charged at the statutory interest rate. We reserve the right to claim higher damages.

Non-compliance with the terms of payment or circumstances which are likely to reduce the creditworthiness of the buyer shall result in all our claims becoming due immediately, irrespective of the term of any bills of exchange that have been accepted; such circumstances shall entitle us to make outstanding deliveries only against advance payments or securities and to withdraw from the contract after a reasonable grace period or to demand compensation for non-performance, and furthermore to prohibit the purchaser from reselling the goods which are subject to a retention of title and to take such goods into our control.

9. RETENTION OF TITLE

(1) All delivered goods shall remain our property (goods subject to retention of title) until all claims, in particular the applicable balance claims to which we are entitled, irrespective of the legal grounds. This shall also apply if payments are made on specifically identified claims.

(2) The goods subject to retention of title shall be treated and processed on our behalf as manufacturer within the meaning of Section 950 of the German Civil Code (BGB) without obligation on us. The processed goods shall be deemed to be goods subject to retention of title within the meaning of (1). In the event of processing, combination and intermixing of the goods subject to retention of title with other goods that do not belong to us by the buyer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods that are used. If our title expires as a result of combination or mixing, the buyer hereby transfers to us the title which the buyer holds in the new stock or item to the extent of the invoice value of the goods subject to retention of title and shall hold such goods on our behalf free of charge. The co-ownership rights arising hereunder shall be deemed to be goods subject to retention of title within the meaning of (1).

(3) The buyer may only sell the goods subject to retention of title in the ordinary course of business, under its normal terms and conditions of business, as long as it is not in default, provided that it agrees a retention of title clause with its customer and that the claims from the resale are transferred to us in accordance with (4) - (6). The buyer shall not be entitled to dispose of the goods subject to retention of title in any other way.

(4) The buyer's claims from the resale of the goods subject to retention of title are hereby assigned to us. They serve as security to the same extent as the goods subject to retention of title.

(5) If the goods subject to retention of title are sold by the buyer together with other goods not sold by us, the assignment of the claim from resale shall only apply to the amount of our invoice value for the goods subject to retention of title that have been sold. In the event of sale of goods in which we have co-ownership shares in accordance with (2), the assignment of the claim shall apply at the value of such co-ownership shares.

(6) If the goods subject to retention of title are used by the buyer to fulfil a contract for work and services or a contract for work and materials, clauses (4) and (5) shall apply mutatis mutandis to the claim arising from that contract.

(7) The buyer shall be entitled to collect claims from the sale in accordance with (3) and (6) until we exercise our right of revocation, which we may do at any time. The buyer is in no case entitled to assign the claim. We shall only exercise our right of revocation in the event of suspension of payments, application for or initiation of bankruptcy proceedings in or out of court, protest of a cheque or bill of exchange, or attachment that has taken place, all with respect to the buyer. Upon revocation, the buyer must disclose the debtors of all claims assigned to us with the first name, last name, address and amount owed by and - if we do not do so ourselves - must inform the debtors of the assignment. A list of our goods still available to the buyer must be sent to us at the same time.

(8) If the value of existing securities exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice to the same extent at the buyer's request. The buyer must notify us immediately of any attachment or other impairment by third parties.

(9) If the retention of title or the assignment is not effective under the law in the location of the goods, security corresponding to the retention of title or the assignment in that location shall be deemed agreed. If the cooperation of the buyer is required in this respect, the buyer shall take all measures necessary to establish and maintain such rights.

10. THIRD-PARTY PROPERTY RIGHTS

In the case of orders for products, the design and characteristics of which are specified to us by the buyer, the buyer shall be responsible for ensuring that the design and characteristics do not infringe the property rights of third parties. The buyer shall indemnify us in the event of a claim.

11. INTELLECTUAL PROPERTY / COPYRIGHT

All rights to the documents and information provided by us in connection with the performance of the contract (in particular product images, drawings, plans, sketches, technical descriptions, data sheets, documentation, samples, trademarks, logos and other works and intellectual property rights) shall remain - unless expressly agreed otherwise - with us or our licensors. The buyer shall not acquire any rights in respect thereof, in particular, reproduction, distribution, making available to the public, modification or disclosure to third parties shall only be permitted within the scope of mandatory statutory permissions or with our prior written approval.

12. PLACE OF JURISDICTION AND CHOICE OF LAW

The exclusive place of jurisdiction for both parties is Altenkirchen (Westerwald). For business transactions with companies whose registered office is not in the Federal Republic of Germany, German law shall apply exclusively except for the UN convention on the international sale of goods (CISG).

13. FORM

Where these General terms and conditions stipulate that certain declarations must be made in writing, electronic form shall suffice. The buyer agrees that all legally relevant declarations, including the order confirmation, invoices and other communications, may be sent by email. Electronic declarations shall be deemed to have been received as soon as they can be accessed by the recipient.

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