

Terms & Conditions of Sales & Delivery

I. General, Extent of the Supply Obligation:

1. The order confirmation and our delivery conditions alone apply for the entire contract; subsequent contract extensions are also subject to these conditions
2. The documents submitted to the orderer/purchaser, e.g. illustrations, drawings, indication of weight, power consumption and performance data, are only approximate values unless they are expressly stated in a separate document to be binding.
3. In any case, even if the assembly/installation is undertaken for a fixed sum, other work such as earthwork, masonry and carpentry, hoists/lifting gear, scaffolding, helper teams, roof flashings, mounting and support of piping, racks for dust collectors, all electrical wiring and connections and all water-pipes, as well as the building security, is neither included in, nor is part of, our delivery.
4. Protection devices will only be supplied if this has been agreed.
5. The Association of German Electrical Engineers regulations apply for electrotechnical materials, unless otherwise stated in the delivery conditions.
6. Insofar as equipment has been delivered, the delivery conditions apply, unless a different ruling has been made for "devices" or "equipment".

II. Price & Payment Conditions:

1. Prices are ex works in Feuerbach, including loading at the works, but excluding packaging.
2. Payments are to be made without deductions to the supplier's headquarters. Cheques are only accepted for payment without the guarantee of punctual presentation. Alternatives will only be accepted by prior arrangement
3. On orders with a volume of over 1,500.00 euros, payments should be made in the following way:
1/3 upon receipt of the order confirmation,
1/3 upon indication that shipment of the main components is ready, about which the orderer/purchaser will be notified,
Final payment is due upon receipt of the invoice.
Other payments become payable upon receipt of the invoice.
Terms of payment for international orders: 1/2 upon the confirmation of the order, the rest when the supplier indicates that the order is ready for shipment.
4. If the agreed payment dates are exceeded (30 days after receipt automatically applies) or in the case of bankruptcy or other insolvency of the orderer/purchaser, as well as other endangering of the supplier's claims, the supplier may immediately demand all payments; in addition, the supplier is entitled to interest from the date due at the rate of 8% above the base interest rate. The enforcement of further damages remains unaffected. If the orderer/purchaser does not pay, the supplier has the right - after prior written notice - to put the system out of service or to otherwise bar it, without having to envisage counterclaims; the orderer/purchaser shall also release the supplier from any third party claims. In respect of "devices" or "equipment", the supplier has the right to take back the items supplied or to withdraw from the contract without relinquishing his claim.
5. Claims of the supplier for payment cannot be countered with claims by the orderer/purchaser for any legal reason whatsoever, neither can payment be offset or otherwise denied or withheld in any other way.

III. Terms of Delivery:

1. The agreed delivery period shall be calculated from the date on which the order is fully clarified, both technically and commercially, and the deposit has been received and, where appropriate, after approval of the design drawings. Insofar as official authorisation is required, the date of the receipt of this authorisation by the supplier is to be taken into account.
2. Partial deliveries or performances are permitted.
3. Circumstances for which the supplier is not responsible (e.g. strike, lockout, stoppages/disruption in operations, defectives at the works or problems with sub-contractors) can extend the delivery time appropriately.
If delivery is delayed by more than three months, the orderer/purchaser can withdraw from the contract, insofar as he has granted the supplier a reasonable period after the expiry of the term, and if the delay, insofar as it is the supplier's responsibility, involves a transfer of risk. However, already delivered or completed parts must be accepted and paid for.

IV. Transfer of Risk:

The risk, including the transport risk, is transferred to the orderer/purchaser at the latest with the despatch of the parts to be supplied. Should despatch be delayed due to the orderer/purchaser's conduct, the risk is transferred to the orderer/purchaser upon notification of the readiness for despatch.

V. Assembly/Installation:

The assembly/installation will be performed in accordance with the delivery. Installation costs or expenses arising from the fact that on-site services were not provided or not properly provided are also to be paid if a set price has been agreed. We are only liable for damages during installation if the orderer/purchaser can prove gross negligence on the part of our workforce. The compensation for consequential damage or the damage from misperformance is excluded. Moreover, the VDMA's installation conditions apply.

VI. Acceptance:

If the installation or a part thereof is put into operation or used by the orderer/purchaser, then the installation, or part thereof, must be accepted within 12 work days. Should the installation, or part thereof, not be accepted then it will be considered to have been accepted after the deadline has passed. Any complaints or reclamations up until acceptance will be treated as notices of defects.

VII Warranty in Respect of Defects and Assured Properties:

1. We are only liable for defects and missing assured properties insofar as the installation has been put into operation by us and has been expertly maintained by us or a third party. If the orderer/purchaser himself, or a third party, independently undertakes changes to the system or installation, the warranty becomes null and void. Notice of defects must be made in writing immediately or, at the latest, within eight days. Claims for defects can only be made within a period of six months from receipt of the complaint unless the supplier has expressly waived any defence of limitation.
2. The warranty is limited to repair, whereby the orderer/purchaser shall grant the supplier the necessary time and opportunity. With the start of the investigation by the supplier, the limitation period for the defective or faulty part is suspended for the duration of the investigation. If the orderer/purchaser refuses the investigation, the supplier is released from any warranty.
If the repair is not possible, or is only possible with a disproportionate effort, the supplier will hereby grant the orderer/purchaser a reasonable reduction on the price.
3. The orderer/purchaser's right to replacement or damages due to defects or misperformance is excluded insofar as this is permitted.
4. The orderer/purchaser's claim to a warranty requires that he complies with the agreed payment terms. If the orderer/purchaser refuses to pay on time, the supplier is released from any warranty.
5. "Devices" or "equipment" will be withdrawn in the absence of assured properties or unsuitability for the purposes determined by us, provided they are undamaged. The freight costs will be charged to the orderer/purchaser.
6. The warranty period shall be no longer than 12 months (for night-and-day operation for 6 months) for "devices" or "equipment", assuming proper maintenance.
7. Insofar as warranty claims are caused by the delivery of a pre-supplier, the supplier is liable only to the extent that he can claim against his pre-suppliers.
8. The warranty is subject to the provisions for the planning and execution of the VDMA (LÜTA) (technical) ventilation systems. Professional and proper maintenance is required in every case.
9. To the best knowledge of the supplier, and both before and after conclusion of the contract, suggestions and advice will be given, as well as ancillary contractual obligations and, in particular, instructions for the operation and maintenance of the delivered item; however, the supplier accepts no liability for this or for any omissions. If, due to a fault of the supplier, the supplied equipment cannot be used for the purpose by the orderer/purchaser, sections VII and VIII respectively shall apply.
10. Further claims of the orderer/purchaser, in particular claims for damages that are not caused by the goods themselves, do not exist.

VIII. Impaired Performance:

1. If the overall services by the supplier become wholly or partially impossible, the supplier is nevertheless entitled to payment for services already provided. The supplier can also take back the services rendered fully or partially and, in the case of partial redemption, demand remuneration for the remainder. Upon redemption, the previous state shall not be restored.
2. We refer you to VII 10 in respect of any continuing claims.

IX. Retention of Title:

The delivery remains the property of the supplier until full payment has been made. After delivery, the purchaser shall insure the supplier's delivery against the risk of damage or accidental loss. Should the insured event occur, the orderer/purchaser must relinquish its claims against the insurer or the third party to the supplier.

X. Subsidiary Agreements and Other:

Additional or subsidiary agreements are effective only when confirmed in writing. In addition, the provisions apply to the planning and execution of the VDMA ventilation installations. If any or part of any provision is invalid, the validity of the remaining provisions shall not be affected. The contractual parties have rather to agree on a ruling which comes as close to the meaning of the invalid provision as possible.

XI. Place of Fulfilment and Jurisdiction is Stuttgart.

XII. Partial Invalidity

If any of the above provisions or parts thereof are or become ineffective or a necessary regulation is not included, this shall not affect the validity of the remaining provisions. In the event of invalidity of individual provisions, the parties agree to a consensual regulation which corresponds, as far as possible, to the economic success of the provisions.