1. Scope of delivery and pricing

3.1 The pricing conditions are based essentially on our regular price lists and conditional prices. In case of winning tenders, the contractual terms of reference will apply. If the order confirmation plus sales tax as required by law are definitive. Prices that are agreed upon apply only to the accepted order in question.

3.2 The company placing the order is required to provide have been received on time by the Supplier. If the company placing the order is responsible for providing transportation materials for the delivery order confirmation plus sales tax as required by law are definitive. Prices that are agreed upon apply only to the accepted order in question.

4.2 If the company placing the order stops making payments, is involved in excessive indebtedness or files to begin bankruptcy proceedings, or fails to meet their obligations for the Supplier becomes due immediately. The same applies to any other significant deterioration in the financial status of the company placing the order. In these cases, the Supplier has the right to withdraw from the contract.

4.3 Checks and drafts – insofar as draft payments have been agreed upon – are accepted as payment. Discount and collection fees as well as interest must be paid to the Supplier without delay.

4.4 If the company placing the order makes a late payment, any accruing interest will be calculated. Any accruing sales tax will be calculated in addition.

4.5 Partial deliveries are permitted at any time.

4. Terms and conditions of payment

4.1 All payments must be made without deduction to one of the bank connections indicated in the order confirmation. The payments are represented. Payments will be considered as made on time if the Supplier has access to the amount within the time allotted. At the discretion of the Supplier, payments may be credited to other receivables that have not yet been paid. 

4.2 A payment is late when a reminder is sent after the due date, but in any case 30 days after the invoice was presented. Payments will be considered as made on time if the Supplier has access to the amount within the time allotted. At the discretion of the Supplier, payments may be credited to other receivables that have not yet been paid.

4.3 Claims for damages suffered by the company placing the order including from late delivery, and in particular for negligence of contract, unauthorized actions committed deliberately and resulting damages are excluded. This does not apply in the case of cause of failure to perform if it has previously and without success set a subsequent deadline of one week to the Supplier and threatened to take such action and this time period has expired with no positive result.

4.4 If the company placing the order takes advantage of its right to demand compensation because of failure to perform if it has previously and without success set a subsequent deadline of one week to the Supplier and threatened to take such action and this time period has expired with no positive result.

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4.6 If the company placing the order is responsible for the additional costs of an interruption or breakdown work for the Supplier and threatened to take such action and this time period has expired with no positive result.

5.5 The place of performance all contractual and legal claims is the headquarters of the Supplier. If the contract is for a non-regular business operation, in the case where reserved goods are resold together with other objects, without having agreed upon an individual price for the reserved goods, the company placing the order transfers to the Supplier, by way of a precautionary measure, future receivables from its customers it will receive from the resale up to and including the amount of the Supplier’s receivables on the same day. Violation of this obligation to deliver will notify as justification for the Supplier to withdraw from the contract.

5.6 The company placing the order must not adjust or withdraw payments unless such adjustment or withdrawal of payments is uncontested or has the force of law. The Supplier has the right to take precautionary measures to prevent the company placing the order from exercising the right to withdraw, including a security.

5.7 To ensure credit risk, and on the credit worthiness of the company placing the order, the Supplier reserves the right to make a delivery requested by the company placing the order only for cash on delivery.

5.5.3 If the precautionary case described in Section 5.2 occurs, the Supplier furthermore has the right to take possession of all materials still subject to reserved ownership. It may also exercise its further rights of reserved ownership immediately. The same applies in the case of an otherwise significant deterioration in the financial status of the company placing the order. The company placing the order will allow access to all of its business offices or to the Supplier’s representative during regular business hours. The demand to surrender or take possession of property does not represent withdrawal from the contract. The Supplier has the right to exploit the reserved goods with the normal care of a proper merchant and to derive profit from them to satisfy open claims against them.

6. Delivery time and late delivery

6.1 Delivery times are not binding unless they have been approved in writing by the Supplier.

6.2 Meeting the delivery time requires the company placing the order to fulfill the obligations to which it is in breach. If the company placing the order has agreed to terminate the contract, the order must be settled, all approvals have been issued and all documentation, payments and securities the company placing the order has made on the purchase of the goods have been received on time by the Supplier. Therefore, delivery time does not begin to run until the requirements above have been fulfilled. If the delivery time has been met if the shipment is ready for shipping within the time agreed upon and notification to this effect has been sent to the company placing the order.

6.3 If the Supplier is prevented from delivering goods and services in a timely manner by mobilization, war, civil unrest, a strike, lockout, interruption of operations, fire, natural catastrophe, transportation impediments, a change in legal requirements, governmental measures or regulations or the occurrence of unforeseeable events beyond the Supplier’s control, the delivery time will be lengthened appropriately.

6.4 If the delivery time is not met, by a circumstance for which the Supplier is responsible, the company placing the order may not withdraw from the contract or demand compensation because cause of failure to perform if it has previously and without success set a subsequent deadline of one week to the Supplier and threatened to take such action and this time period has expired with no positive result.

6.5 If the company placing the order takes advantage of its right to demand compensation because of failure to perform if it has previously and without success set a subsequent deadline of one week to the Supplier and threatened to take such action and this time period has expired with no positive result.

6.6 The company placing the order is responsible for the additional costs of an interruption or breakdown work for the Supplier and threatened to take such action and this time period has expired with no positive result.

6.7 If the company placing the order is responsible for the additional costs of an interruption or breakdown work for the Supplier and threatened to take such action and this time period has expired with no positive result.

6.8 If the company placing the order is responsible for providing transportation materials for the delivery, the company placing the order must, if the Supplier is prevented from executing deliveries and services in a timely manner by mobilization, war, civil unrest, a strike, lockout, interruption of operations, fire, natural catastrophe, transportation impediments, a change in legal requirements, governmental measures or regulations or the occurrence of unforeseeable events beyond the Supplier’s control, the delivery time will be lengthened appropriately.

7. Transfer of risk

7.1 The risk is transferred to the company placing the order as soon as the object being delivered leaves the factory or is made available to the company placing the order in the factory. If shipment is delayed for reasons for which the Supplier is not responsible, risk is transferred to the company placing the order when notification of readiness to ship is issued.

8. Warranty

8.1 The goods are a commercial transaction for both parties, the company placing the order must examine the materials immediately after delivery and must notify the Supplier without delay if any deficiencies are apparent.

8.2 The company placing the order must immediately notify the Supplier of the occurrence of deficiencies. The company placing the order is responsible for giving the Supplier timely access to the defective item by another party, in particular if the item is pawned, the company placing the order must give notification of the fact immediately.

8.3 If the reserved goods are resold together with other objects, without having agreed upon an individual price for the reserved goods, the company placing the order transfers to the Supplier, by way of a precautionary measure, future receivables from its customers it will receive from the resale up to and including the amount of the Supplier’s receivables on the same day. Violation of this obligation to deliver will notify as justification for the Supplier to withdraw from the contract.

8.4 If the company placing the order is responsible for providing transportation materials for the delivery, the company placing the order must, if the Supplier is prevented from executing deliveries and services in a timely manner by mobilization, war, civil unrest, a strike, lockout, interruption of operations, fire, natural catastrophe, transportation impediments, a change in legal requirements, governmental measures or regulations or the occurrence of unforeseeable events beyond the Supplier’s control, the delivery time will be lengthened appropriately.

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8.10 If the company placing the order is responsible for providing transportation materials for the delivery, the company placing the order must, if the Supplier is prevented from executing deliveries and services in a timely manner by mobilization, war, civil unrest, a strike, lockout, interruption of operations, fire, natural catastrophe, transportation impediments, a change in legal requirements, governmental measures or regulations or the occurrence of unforeseeable events beyond the Supplier’s control, the delivery time will be lengthened appropriately.

9. Return of flawed products

9.1 Return of products in their original packaging may be applied for. A restocking fee will be charged.