

General Terms and Conditions of Purchase

We place orders on the basis of our General Terms and Conditions of Purchase. Our General Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law or special funds under public law.

Other terms and conditions shall not become part of the contract, even if we do not expressly object to them. If we accept the delivery/service without express objection, it can in no way be inferred from this that we have accepted your terms of delivery. These General Terms and Conditions of Purchase shall also apply to all future contractual relationships with you; amendments must be acknowledged by us in writing. Execution of the order by the seller shall be deemed as acceptance of our terms and conditions.

1. conclusion of contract:

We shall be bound by our offer for six days. A contract shall only come into effect if our order is confirmed in writing within this six-day period. Verbal orders or declarations by our representatives or auxiliary persons as well as verbal agreements require written confirmation. Other terms and conditions shall not become part of the contract, even if we do not expressly object to them. You must treat the conclusion of the contract confidentially and may only refer to business connections with us in advertising materials and reference lists after we have given our written consent.

Drawings and documents enclosed with orders and inquiries as well as all models, templates, tools etc. provided for the execution of orders shall remain our property and, unless expressly agreed otherwise, must be returned to without being requested to do so immediately after completion of the order or if it is not accepted. They may not be made accessible to third parties. We reserve the right to assert claims for damages arising from any misuse in this respect.

Unless further requirements are specified in the order, the delivery items must be delivered in the quality customary in the trade and – insofar as DIN, EN, VDE, VDI or equivalent standards exist – in accordance with these. The delivery items shall in any case be manufactured and equipped in such a way that they comply with the statutory provisions applicable at the place of performance on the day of delivery, in particular those relating to technical work equipment, hazardous working materials, accident prevention, emission protection and workplace protection, as well as with the established findings of ergonomics. Machines, electronic assemblies etc. must comply with the EMC directives according to EEC and be marked with "CE". The EC Declaration of Conformity must be enclosed with the delivery documents. The seller is liable for personal injury and / or damage to property caused by non-compliance with these regulations.

2. prizes:

The agreed prices are free works. Packaging shall only be paid for if expressly agreed.

Your obligation to take back packaging shall be governed by the statutory provisions. In the event of a price reduction, we shall be granted the daily price valid at the time of delivery. An increase in material prices, wages and other cost factors shall not entitle to an adjustment of the prices unless a special agreement has been made in this respect.

3. shipping:

Shipment shall be at the risk of the seller, who shall also be liable for the consequences of incorrect consignment notes. The seller bears the risk for transport damage. Shipment shall be free of freight, packaging costs and charges and at the following goods acceptance times: Plant 1, Hofstr. 56-60, Monday to Thursday from 06:00-13:45, Fridays from 06:00-12:30

Plant 2, Reisholzstr. 15, Monday to Thursday from 07:00-14:45, Fridays from 07:00-11:45 to the delivery address specified by us, unless otherwise agreed. Our shipping instructions must be strictly observed. Any additional costs incurred as a result of non-compliance shall be borne by the supplier. If not specifically prescribed, the cheapest shipping method shall be selected. We shall be released from the obligation to accept the ordered delivery / service in whole or in part and shall be entitled to withdraw from the contract if the delivery / service can no longer be used by us – taking into account economic aspects – due to the delays caused by force majeure or the labor dispute.

4. invoicing:

Invoices must be submitted in duplicate immediately after delivery and must always include our order number; for monthly deliveries, the collective invoice must be submitted by the third of the following month at the latest. Invoices not duly submitted to shall only be deemed to have been received by us from the date of correction.

General Terms and Conditions of Purchase

5. payment:

Payment shall be made after delivery and receipt of invoice either within 14 days with a 3% discount or within 60 days net in means of payment of our choice. The payment period shall commence upon receipt of the invoice, but not before receipt of the delivery. In the event of defective delivery, we shall be entitled to withhold payment in proportion to the value until proper fulfillment.

6. complaints:

The seller waives the objection of late notification of defects. For the examination of the goods (§ 377 HBG) we reserve a period of at least 14 days after receipt of the consignment.

7. Liability of the seller for defects and damage:

We are fully entitled to the statutory claims for defects. In particular, we are entitled, at our discretion, to demand that the seller rectify the defect or deliver a new item. We expressly reserve the right to claim damages, including damages in lieu of performance, for any degree of fault in the full amount in accordance with the statutory provisions. The limitation period for claims for defects is 3 years. It begins with transfer of risk or acceptance. The seller shall be liable to us for any damage caused by him or his vicarious agents in full and for any degree of fault in accordance with the statutory provisions.

8. delivery date:

The delivery time specified by us is binding. The seller is obliged to inform us immediately in writing, if he is unable to meet the agreed delivery date or wishes to deliver earlier. Our rights due to delay in performance shall remain unaffected by this duty to inform. If the Seller is in default of delivery, it shall pay a contractual penalty of 0.1% for each working day of delay, up to a maximum of 5% of the order amount. The assertion of statutory claims due to delay in performance shall remain unaffected. In the event of premature delivery, we reserve the right to return the goods at the seller's expense. If the goods are not returned, the goods shall be stored by us at the seller's expense and risk until the delivery date. Early delivery of the ordered goods does not affect the payment deadline, which is based on the agreed delivery date.

9. withdrawal from the contract:

We are entitled to withdraw from the contract if the seller has filed an application for the opening of insolvency proceedings against his assets, has made an affidavit in accordance with Section 807 of the German Code of Civil Procedure (ZPO) or insolvency proceedings have been opened against his assets or the opening has been rejected for lack of assets. In cases of force majeure, we may cancel the contract in whole or in part or demand performance at a later date without this giving rise to any claims against us.

10. occupational safety:

The relevant occupational health and safety regulations apply to the provision of services in our companies. All employees of external companies working in our company are obliged to comply with our relevant regulations on safety and health protection, as well as the procedures and work instructions drawn up for the safe execution of the work. In this respect, the plant, branch and department manager appointed to work with the external company in our company is authorized to issue instructions to the employees of the external company. Before work begins, the employees of the external company receive instruction (initial instruction) from the plant manager or a person appointed by him about our safety standards, as well as instruction on their work activities and workplace requirements. External companies are instructed in the principles and measures practiced by our company and obliged to comply with.

General Terms and Conditions of Purchase

11. other:

Legally relevant declarations and notifications that the Seller must make to us or a third party must be made in writing to. Unless otherwise stated in the contract, the place of performance and payment shall be our registered office in Hilden. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is the court responsible for our place of business in Hilden.

Should one or more provisions of the contract with the seller, including these GTCP, be or become invalid, this shall not affect the validity of the remaining provisions. The invalidity of one or more provisions shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall hereby be deemed to be replaced by a new, valid provision which fulfills the same legal and economic purpose as far as possible. The same applies to an unseen loophole in these provisions.