1. Scope; General
1.1 The following delivery and payment terms and conditions apply exclusively to all deliveries, services, contracts and offers ("deliveries") and only in relation to companies, legal entities governed by public law and special fund institutions ("companies") with which we have concluded an agreement according to § 310 Paragraph 1 of the German Civil Code. We hereby expressly reject any of our customer's contrary terms and conditions; they apply only where we have expressly accepted them in writing. Also, in case we participate in a customer's electronic platform and activate any dialogue boxes requested by the customer, we hereby agree to the customer's terms and conditions of the customer (" contrary terms and conditions of the customer.

1.2 These delivery and payment terms and conditions apply in the version as amended from time to time as a framework agreement with the same customer for future contracts for the sale and/or delivery of movable property only if they are not expressly re-agreed; we shall promptly inform the customer of any changes to our delivery and payment terms and conditions, even if they are not expressly re-agreed.

1.3 These delivery and payment terms and conditions are deemed accepted by the customer upon placement of an order and in any case no later than acceptance of the merchandise or service. The customer's general terms and conditions of purchase and delivery are not applicable even if they are not expressly re-agreed; we shall promptly inform the customer of any changes to our delivery and payment terms and conditions. The content of such arrangements is determined by way of a written contract or our confirmation in writing.

1.4 The documents and information associated with the offer such as, for example, drawings, assembly diagrams, illustrations, descriptions, measurements and weights or other performance data in books of samples, price lists, brochures or like information shall only be provided to the extent of our knowledge, which is different from which they have been written down or written in agreement. In this case all obligations contained in the submission and documentation guidelines, which are the sole basis on which we send out requested offers.

1.5 Legal statements and notices which the customer is required to give us following our entering into the contract (e.g. the purchase contract and/or service contract) are effective only if they are in writing.

1.6 Refer to the application of statutory provisions are only intended by way of clarification. The statutory provisions therefore apply even without such clarification unless they are directly modified in these delivery and payment terms and conditions or expressly excluded.

1.7 Should any provision of the present General Delivery and Payment Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions thereof.

2. Offer, entry into a contract and supporting documentation, industrial property rights
2.1 Our offers are subject to confirmation. The placement of an order for merchandise by the customer is treated as a binding contractual offer. Unless otherwise provided in the order, we are entitled to accept this contractual offer within a period of two weeks from the date of the order.

2.2 We point out that our sales staff are not authorised to enter into verbal collateral agreements or to give verbal assurances which go beyond the content of the written arrangements. Such telephone or verbal assurances by our representatives or agents are not binding on us.

2.3 The documents and information associated with the offer such as, for example, drawings, assembly diagrams, illustrations, descriptions, measurements and weights or other performance data in books of samples, price lists, brochures or like information shall only be provided to the extent of our knowledge. Such documents and information are not binding on us unless they have been written down or written in agreement. In this case all obligations contained in the submission and documentation guidelines, which are the sole basis on which we send out requested offers, are effective only if they are in writing.

3. Samples, test parts, tools; costs and title
3.1 We reserve the right to charge for the samples and test parts and the tools required for their preparation. In case of payment falls due following acceptance of the initial sample, test part or tool. Unless otherwise agreed we will charge the costs of preparing the samples and test parts and the tools required for their preparation. Drawings and other documents provided as part of an offer must be returned to us upon request at any time and in any event if the order is not placed with us.

3.2 In the case of call off orders we are entitled to acquire materials for the entire order and to manufacture the entire amount of the order immediately. Any amendment requests on the customer's side can therefore no longer be taken into account once the order has been placed and unless they have been agreed in advance. We are not under any circumstances bound to supply materials for samples and test parts.

3.3 In case of doubt payment falls due following acceptance of the initial sample, test part or tool. We reserve the right to charge for the samples and test parts and the tools required for their preparation. In case of payment falls due following acceptance of the initial sample, test part or tool. According to the relevant delivery and payment terms and conditions or to our statutory rights, in particular in case of an exclusion of a performance obligation (e.g. on grounds of impossibility or unreasonableness of performance and/or subsequent performance).

4. Delivery, delivery period, transfer of risk, delivery default, acceptance and acceptance default
4.1 Unless an order confirmation has been promptly made available, the delivery date, kind and volume is derived from our order confirmation or, in case of a time-restricted offer and acceptance of the offer, under the prescribed period.

4.2 Delivery is FCA WAREHOUSE/FACILITY (Incoterms® 2020) which is also the location of the place of performance. The merchandise may be sent to a different destination (sale by dispatch) at the customer's request and expense. Export risk in accordance with § 1 of the German Export Code. By the consignor, we will charge the local VAT to the customer.

4.3 Unless otherwise agreed, we are ourselves entitled to specify how items are dispatched (in particular the transport conditions and transport costs). We assume no liability for delays in delivery due to the dispatch of the merchandise, unless we are expressly designated as such.

4.4 The risk of accidental loss and of accidental damage to the merchandise passes to the customer no later than upon transfer of ownership. However, upon a sale by dispatch, the risk of accidental loss and of accidental damage to the merchandise, as well as the risk of delay, passes to the customer as soon as the merchandise is delivered to the dispatching company or the consignor. The risk of accidental damage to the merchandise, which may arise through the delivery and transportation of the goods, is assumed by the consignor and/or the carrier for the benefit of the consignee. In cases where the properties of the merchandise have not been agreed, whether or not there is a defect must be decided for the customer, in accordance with the statutory provisions of the German Law on Contracts for the Supply of Goods whereby the risk of accidental loss and of accidental damage to the merchandise is agreed this shall be decisive for the transfer of risk. For the rest, the statutory provisions of German law on contracts for the supply of goods and services shall apply accordingly to an agreed acceptance. If the customer is late in accepting the item, this is equally deemed to be a transfer or acceptance.

4.5 The customer accepts the delivery and accepts that the delivery is in agreement with the customer – only approximate and non-binding unless the delivery date has been expressly agreed as fixed, i.e. it has been specified in writing that the customer has no continued interest in delivery once the specified date has passed. The delivery period commences when the order is confirmed, sent back by the customer, the material and cost information arrives, the payment, and the relevant documents and data are approved by the customer as well as when the complete transportation of the goods and all packaging material is completed in accordance with the provisions of the German Packaging Regulation [Verpackungsverordnung]. With the exception of transport pallets this becomes the property of the purchaser. Merchandise is insured at the customer's request and expense. The risk of accidental loss and of accidental damage to the merchandise, which may arise through the delivery and transportation of the goods, is assumed by the consignor and/or the carrier for the benefit of the consignee. In cases where the properties of the merchandise have not been agreed, whether or not there is a defect must be decided for the customer, in accordance with the statutory provisions of the German Law on Contracts for the Supply of Goods whereby the risk of accidental loss and of accidental damage to the merchandise is agreed this shall be decisive for the transfer of risk. For the rest, the statutory provisions of German law on contracts for the supply of goods and services shall apply accordingly to an agreed acceptance. If the customer is late in accepting the item, this is equally deemed to be a transfer or acceptance.

4.6 Breach of delivery is deemed as agreed with the customer – only approximate and non-binding unless the delivery date has been expressly agreed as fixed, i.e. it has been specified in writing that the customer has no continued interest in delivery once the specified date has passed. The delivery period commences when the order is confirmed, sent back by the customer, the material and cost information arrives, the payment, and the relevant documents and data are approved by the customer as well as when the complete transportation of the goods and all packaging material is completed in accordance with the provisions of the German Packaging Regulation [Verpackungsverordnung]. With the exception of transport pallets this becomes the property of the purchaser. Merchandise is insured at the customer's request and expense. The risk of accidental loss and of accidental damage to the merchandise, which may arise through the delivery and transportation of the goods, is assumed by the consignor and/or the carrier for the benefit of the consignee.
7.5 We are liable in accordance with the above provisions for any breach of intellectual property rights in association with the sale of our merchandise, if and to the extent such intellectual property rights - applicable within the Federal Republic of Germany and published at the time of our delivery - are breached by us through the contractual use of such merchandise, in accordance with the protection regulations of the German Copyright Act and of the other applicable national and international laws, irrespective of models, samples or other descriptions or information from the customer and did not know or were not obliged to know, within the context of the products developed by us that third parties' intellectual property rights would thereby be being infringed.

10.4.1 The customer is entitled to dispose of, process or combine the merchandise subject to retention of title in the context of its normal commercial operations. In this case the following provisions also apply:

10.4.2 The authority to further dispose of the merchandise and the authority to collect receivables may be retracted unilaterally alter (or terminate) a legal relationship.

10.4.3 In case of payment arrears, the title of the merchandise subject to retention of title remains with us and is otherwise jeopardised. Should insolvency proceedings be applied for in relation to the customer’s assets, any contractual claims remain undiminished.

10.4.4 Should the customer default, we may only enforce these claims if we have previously set the customer a deadline to remedy the default and the customer has not met this obligation within the deadline set.

7.6 Only if the customer does not pay the due purchase price we may only enforce these claims if we have previously set the customer a deadline to remedy the default and the customer has not met this obligation within the deadline set.

7.7 Payment is deemed received on the date on which the amount becomes available to us or is credited to our bank account.

8.4 The customer is entitled to assign its claims arising from the contractual relationship only with our prior written consent.

8.5 Interest does not accrue on prepayments or payments on account.

9. Assignment and right of retention; set-off
9.1 The customer is entitled to assign its claims arising from the contractual relationship only with our prior written consent.

7.9 The customer must not disclose to third parties any information, formulations, drawings, models, tools, technical records, procedural methods, software or other technical or commercial know-how or deliverables made available by us or output thereby obtained (further “confidential information”) and such information may not be used in the customer’s business for purposes which go beyond the specific contractual purpose of the contract entered into with us and may only be made accessible to such persons who must, in the context of the business relationship, knowledge of the confidential information and are bound by an obligation of secrecy under this provision. All knowledge, information and inventions of a technical and commercial nature - except for advertising material - to which we grant the customer access in the context of commercial relations, in particular cost estimates, drafts, construction drawings, progress reports, process descriptions and analyses of materials, are confidential and may not be amended, duplicated or made directly or indirectly accessible to third parties without our approval. In particular the customer may not itself apply for a patent for those or enable third parties to do so. Otherwise the customer is liable for damages.

9.2 The duty of confidentiality also applies beyond the duration of the business relationship for as long as and to the extent that the customer is unable to prove that the confidential information was already known at the time it was transferred to the customer or subsequently became public knowledge other than through the fault of the customer. We reserve for ourselves any title and copyrights through documents disclosed by us.

9.3 All drawings and other documents provided by us in association with offers must be returned upon termination of the business relationship.

10.5.1 With respect to any counterclaim to which the customer may be entitled on account of us or output thereby obtained (merchandise subject to retention of title). In case of an open account the retained title acts as security for our claim.

10.5.2 The retention of payments or set-off due to any counterclaims by the customer that are disputed by us or not the subject of a final court judgement is not permissible.

10.5.3 If the customer does not pay the due purchase price we may only enforce these claims if we have previously set the customer a deadline to remedy the default and the customer has not met this obligation within the deadline set.

10.5.4 The authority to further dispose of the merchandise and the authority to collect receivables may be retracted unilaterally alter (or terminate) a legal relationship.

10.5.5 In case of payment arrears, the title of the merchandise subject to retention of title remains with us and is otherwise jeopardised. Should insolvency proceedings be applied for in relation to the customer’s assets, any contractual claims remain undiminished.

10.5.6 Should the customer default, we may only enforce these claims if we have previously set the customer a deadline to remedy the default and the customer has not met this obligation within the deadline set.

11.2 Should the customer default, we may only enforce these claims if we have previously set the customer a deadline to remedy the default and the customer has not met this obligation within the deadline set.