



General Terms of Sale

1. Scope, form

1.1. These General Terms of Sale (GTS) apply to all of our business relationships with our customers (“Buyer”). The GTS shall only apply if the Buyer is a trader (Section 14 of the German Civil Code [Bundesgesetzbuch, BGB]), a legal entity under public law or a special fund under public law.

1.2. Our GTS apply to all contracts, in particular to the sale and/or delivery of our products (“Goods”) and the processing of products. It is irrelevant whether the products are manufactured solely by us or whether we purchase the products or parts thereof from suppliers and service providers.

1.3. Our GTS shall apply in the version valid at the time of the Buyer’s order or, in any event, in the version most recently communicated to them in text form as a framework agreement, including for similar future contracts, without us having to refer to them again in each individual case.

1.4. Our GTS apply exclusively. The Buyer’s deviating, conflicting or supplementary general terms and conditions shall only become part of the contract if and insofar as we have expressly agreed to their validity. This consent requirement applies in any event, for example even if we deliver to the Buyer without reservation in the knowledge of the Buyer’s general terms and conditions.

1.5. Individual agreements made with the Buyer in individual cases - with particular reference to subsidiary agreements, supplements and amendments - shall take precedence over these GTS. A written contract or our written confirmation determines the content of these individual agreements.

1.6. All legally relevant declarations of the Buyer in relation to the business relationship in general and/or an individual contract in particular - including, but not limited to, setting a deadline, notification of defects, declaration of withdrawal or reduction of the purchase price - must be made in writing, i.e. in written or text form, meaning by letter or by fax/e-mail. Statutory formal requirements and further evidence, particularly if there are doubts about the legitimacy of the person making the declaration, remain unaffected.

2. Conclusion of contract

2.1. Our offers are subject to change and are non-binding. This also applies in particular if we have provided the Buyer with catalogues, technical documentation - e.g. drawings, plans, computations, calculations, references to DIN standards - and other product descriptions or documents, which also includes those sent electronically.

2.2. The Buyer ordering goods is considered to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 14 calendar days of us having received it.

2.3. Acceptance is effected by sending a written order confirmation or by delivering the goods to the Buyer.

3. Prices and terms of payment



3.1. The prices valid at the time the contract is concluded are our current prices - strictly net ex warehouse - plus statutory value added tax on the day of delivery. Individual contractually agreed prices are based on our written order confirmation.

3.2. In the case of sale to destination, the Buyer bears transport costs ex works and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

3.3. The purchase price is due and payable within 30 calendar days of invoicing and delivery or acceptance of the goods. However, we are entitled to only make a delivery in whole or in part against advance payment at any time, including within the scope of an ongoing business relationship. We declare a corresponding reservation with the order confirmation at the latest.

3.4. On expiry of the aforementioned payment term, the Buyer is in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damages caused by default. Our entitlement to commercial interest on maturity remains unaffected to traders.

3.5. The Buyer is only entitled to set-off or retention rights to the extent that its claim is established by law or is undisputed. In the event of defects in delivery, the Buyer's counterrights shall remain unaffected.

3.6. If it becomes apparent after conclusion of the contract that our claim to the purchase price is jeopardised by the Buyer's lack of ability to pay - including non-compliance with payment terms, indications of lack of creditworthiness, application to commence insolvency proceedings - we shall be entitled to refuse performance in accordance with legal provisions and to demand advance payment and, if necessary after setting a deadline, to withdraw from the contract. With respect to contracts for the manufacture of specific items, i.e. custom-made products, we are able to declare withdrawal immediately; legal regulations on the dispensability of setting a deadline remain unaffected.

4. Delivery period and delay in delivery

4.1. The delivery period shall be agreed individually or stated by us in the order confirmation; all agreed delivery periods shall be plus 14 calendar days before the delivery is delayed. Fulfilment of the Buyer's contractual obligations is also a condition for the delivery deadline being met.

4.2. If we are unable to meet binding delivery deadlines for reasons beyond our control, we will notify the Buyer of this immediately, stating the expected new delivery deadline. If performance is not available even within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall reimburse any consideration already provided by the Buyer without undue delay. Non-availability of performance in this sense particularly refers to untimely self-supply by our supplier; if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not bound to procurement on a case-by-case basis.

4.3. Any delay in delivery shall be determined in addition to point 4.1, in accordance with legal provisions. However, in any event, a reminder from the Buyer is required. If we delay the delivery, the Buyer cannot demand lump-sum compensation for the damage caused by the delay. We reserve the right to prove that the Buyer has not incurred any damage at all or only a considerably lower amount of damage.

5. Delivery, transfer of risk, acceptance, default of acceptance



5.1. Delivery is ex works, which is also the place of performance for delivery and any supplementary performance. The goods may be shipped to another destination at the request and expense of the Buyer. Unless otherwise agreed, we shall be entitled to determine the type of shipment - with particular reference to the transport company, the shipment route, packaging - ourselves. In addition, the INCOTERMS valid at the time the contract is concluded shall be deemed to be agreed, unless otherwise agreed by individual agreement or these GTS.

5.2. We permit partial deliveries as well as under-deliveries and over-deliveries of up to 10%.

5.3. Transport insurance will only be taken out at the explicit request of the Buyer and at its expense.

5.4. The risk of accidental loss and accidental deterioration of the goods is transferred to the Buyer on delivery at the latest. However, in the case of sale to destination, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass on delivery of the goods to the forwarding agent, carrier or any other person or institution used for shipment.

5.5. If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses, e.g. storage costs. For this, we charge flat-rate compensation of EUR 2.00 per square meter of storage space per month, starting with the delivery period or - in the absence of a delivery period - starting with the notification that the goods are ready for dispatch.

Proof of a higher damage and our legal claims - with particular reference to compensation for additional expenses, appropriate compensation, termination - remain unaffected; lump-sum compensation is to be offset against further monetary claims. The Buyer shall be entitled to prove that we have not incurred any damage at all or that the damage we have incurred is considerably less than the above lump sum.

6. Retention of title

6.1. We retain title to the goods sold until full payment of all of our present and future receivables arising from the purchase contract and an ongoing business relationship with the Buyer or an affiliated company, i.e. secured receivables.

6.2. Goods subject to retention of title may not be pledged to third parties or transferred by way of security before full payment of the secured receivables. The Buyer must inform us immediately in writing if an application for the commencement of insolvency proceedings is submitted or if third parties have access to goods belonging to us, e.g. as a result of seizures. In the event of access by third parties to reserved goods or to receivables transferred to us, the Buyer must inform the third parties of the retention of title and must immediately notify us of access by third parties and hand over any documents necessary for intervention. The Buyer shall bear any costs we incur for defence.

6.3. If the Buyer acts in breach of contract, in particular if it fails to pay the purchase price due, we are entitled to withdraw from the contract in accordance with legal provisions and/or to demand that the goods are returned based on the retention of title. The demand for return does not also include declaration of withdrawal; rather, we are entitled to only demand the goods and reserve the right to withdraw from the contract. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment to no avail or if setting a deadline is dispensable according to legal provisions.



6.4. Until withdrawal, the Buyer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall also apply.

6.4.1. The retention of title extends to the full value of products resulting from processing, mixing or combining our goods, where we are considered to be the manufacturer. If, in the event of processing, mixing or combining with third-party goods, third-party ownership continues, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to goods supplied under retention of title.

6.4.2. The Buyer hereby assigns to us as security all receivables against third parties arising from the resale of the goods or product, either in total or in the amount of our potential co-ownership share in accordance with the paragraph above. We accept the assignment. The obligations of the Buyer outlined in point 6.2 shall also apply with respect to the assigned receivables.

6.4.3. The Buyer remains authorised to collect the receivable as well as us. We are obliged not to collect the receivable as long as the Buyer meets its payment obligations to us, there is no deficiency in its ability to pay and we do not assert retention of title by exercising a right in accordance with point 6.3. However, if this is the case, we can demand that the Buyer notifies us of assigned receivables and their debtors, provides all information required for collection, hands over relevant documents and notifies the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to withdraw the Buyer's authority to further sell and process goods subject to retention of title.

6.5. If the realisable value of the securities exceeds our receivables by more than 10%, we shall release securities of our choosing at the request of the Buyer.

7. Buyer's claims for defects

7.1. The basis of our liability for defects is primarily the contractual agreement made regarding the condition of the goods. In particular, all product descriptions, with particular reference to drawings, standard requirements and specifications, which are the subject of the individual contract or which were made public by us at the time the contract was concluded shall be deemed to be an agreement on the condition of the goods.

7.2. If there is no agreement in place on the condition, whether or not there is a defect must be determined based on legal regulations. Verbal statements made about the condition, including advertising statements, which the Buyer has not referred us to as being key in its purchase shall not become a contractual description of the condition, subject to evidence of an effective individual agreement.

7.3. The Buyer's claims for defects require that it has met its legal duty to inspect and give notice of defects without undue delay in accordance with the provisions of point 8. If the Buyer fails to carry out a proper inspection and/or report defects, our liability for any defect not reported, not reported on time or not reported properly shall be excluded.



7.4. We do not provide any guarantee for defects for which we are not responsible, with particular reference defects caused by unsuitable and improper use, faulty assembly, climatic conditions not agreed in the contract, excessive strain or natural wear and tear.

7.5. If the delivered goods are defective, we may initially choose whether we provide supplementary performance by eliminating the defect, i.e. repair, or by delivering a defect-free item, i.e. replacement delivery. Our right to refuse supplementary performance under legal conditions remains unaffected.

7.6. We are entitled to make supplementary performance owed dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

7.7. The Buyer must give us the time and opportunity necessary for the supplementary performance owed, with particular reference to handing over rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer must return the defective item to us in accordance with legal provisions. Supplementary performance does not include either removal of the defective item or reinstallation if we were not originally obliged to install it.

7.8. We shall bear or reimburse the expenses required for the purpose of inspection and supplementary performance, with particular reference to transport, travel, labour and material costs and, if applicable, dismantling and installation costs, in accordance with legal provisions if there is actually a defect. Otherwise, we can demand reimbursement from the Buyer with respect to any costs incurred as a result of the unjustified demand for defects to be removed, with particular reference to testing and transport costs.

7.9. If supplementary performance has failed or a reasonable deadline to be set by the Buyer for supplementary performance has passed to no avail or is dispensable in line with legal provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. However, if there is an insignificant defect, there is no right of withdrawal.

7.10. The Buyer's warranty claims become time-barred after one year.

7.11. The Buyer's claims for damages or compensation for wasted expenditure shall only apply in accordance with point 9, even in the case of defects, and shall otherwise be excluded.

8. Duty to inspect and give notice of defects

8.1. The Buyer is obliged to check the goods for completeness and visible defects without undue delay and to give notice of any objections to the correctness and condition of the delivery as well as any missing quantities without undue delay. These obligations also include the duty to inspect and give notice of defects with respect to all accompanying delivery documents, including the delivery note, invoice, certificates and other transport documents.

8.2. The Buyer must declare complaints to us in text form, i.e. by fax or e-mail. To be effective, these notices must contain the description of the order and the reason for the notice, including defects relating to type and/or quality and/or quantity and/or missing/faulty delivery documents.



8.3. The Buyer must carry out an inspection and give notice of defects within 3 working days of receiving the goods or after delivery of the goods to an agreed place. If the goods are delivered by the forwarder or carrier, the handover certificate and/or the delivery list shall be deemed to be the relevant date for receipt or delivery. The period begins on the working day following receipt/delivery and ends on the working day following that, where Saturdays are also considered to be working days by law. If for operational reasons, e.g. in the event of onward transport where intact packaging is required, inspection and notification of defects is not possible within 3 working days, an appropriate extension of the inspection and notification possibilities must be asserted in text form, i.e. by fax or e-mail, stating reasons. The claim for extension must be declared to us in text form immediately before expiry of the 3 working day period. If the claim for extension is made in due time, the period for inspection and notification of defects shall be automatically extended by a further 3 working days, calculated after the first period of 3 working days has expired. If the claim for extension is not made in due time, the original period of 3 working days remains in place.

8.4. If a notice of defects is not given in text form, i.e. by fax or e-mail, or this is not done in due time, the delivered goods shall be deemed to be approved and performance shall be deemed to have been provided in accordance with the contract. In this case, the warranty claim is void and the agreed purchase price must be paid in full and on time.

8.5. If there is a hidden defect, we must be notified of this immediately after it is found in text form, i.e. by fax or e-mail, in order for warranty claims to be asserted effectively.

9. Liability

9.1. Unless otherwise provided for in these GTS, including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with legal provisions.

9.2. Regardless of legal basis, we shall be liable for damages within the scope of liability for culpability in the event of intent and gross negligence. In the event of simple negligence and subject to statutory limitations of liability, we shall only be liable

9.2.1. for damages resulting from injury to life, limb or health.

9.2.2. for damages resulting from the breach of a material contractual obligation, i.e. obligations where proper execution of the contract is only possible if such an obligation is fulfilled and the contractual partner may reasonably expect to rely on compliance with such an obligation. In this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damage.

9.2.3. The limitations of liability from point 9.2 shall also apply to breaches of duty by or in favour of persons for whom we are responsible in accordance with legal provisions. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the condition of the goods and for the Buyer's claims under the Product Liability Act (Produkthaftungsgesetz).

9.3. The Buyer may only withdraw or terminate the contract on the basis of a breach of duty which does not involve a defect if we are responsible for the breach of duty. A free right of termination by the Buyer is excluded. In all other respects, legal conditions and consequences shall apply.

10. Force majeure



10.1. Force majeure means the occurrence of an event or a circumstance that prevents us from fulfilling one or more of our contractual obligations. This is the case if (a) such an event or such a circumstance is beyond our reasonable control and (b) it was not normally foreseeable at the time of contract conclusion and (c) the effects could not have been avoided or overcome by us by prudent judgment.

10.2. In the absence of proof to the contrary, the following events shall be deemed to satisfy conditions (a) and (b) under Section 10.1: (i) wars (whether declared or undeclared), hostilities, invasions, acts of foreign enemies, full-scale military mobilization; (ii) civil wars, riots, rebellions and revolutions, military or usurped power, insurrections, acts of terrorism, sabotage or piracy; (iii) foreign exchange and trade restrictions, embargoes, sanctions; (iv) governmental actions, whether lawful or unlawful, compliance with laws or governmental orders, expropriations, seizures of factories, requisition, nationalization; (v) plagues, epidemics, pandemics, natural disasters or extreme natural events; (vi) explosions, fires, destruction of facilities, prolonged unavailability of transportation, telecommunications, information systems or power; (vii) general labor unrest such as boycotts, strikes and lockouts, slowdowns, occupation of factories and buildings.

10.3. At the time of invoking force majeure on the basis of Sections 10.1 and 10.2, we shall be released from the obligation to perform our contractual obligations and from any liability for damages or any other contractual remedies due to breach of contract, provided that we invoke force majeure immediately upon becoming aware of such circumstances.

10.4. If the effect of the asserted event or circumstance is temporary, the above consequences shall apply only for as long as such an event or such a circumstance impedes us. We have the right to terminate a contract if the duration of the event or circumstance exceeds 120 days from the date on which we have invoked force majeure.

11. Limitation period

11.1. The general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence on acceptance.

11.2. The aforementioned sales law limitation periods shall also apply to the Buyer's contractual and non-contractual claims for damages which are based on a defect in the goods, unless the application of the regular statutory limitation period would result in a shorter limitation period on a case-by-case basis. However, the Buyer's claims for damages in accordance with points 9.2.1 and 9.2.2 and in accordance with the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

12. Choice of law and place of jurisdiction

12.1. The law of the Federal Republic of Germany shall apply to these GTS and the contractual relationship between us and the Buyer, to the exclusion of international uniform law, with particular reference to the UN Convention on Contracts for the International Sale of Goods.

12.2. Should individual provisions of these GTS be or become invalid either in whole or in part, the validity of the remaining provisions shall not be affected thereby. A wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

12.3. If the Buyer is a business within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the exclusive - and international - place of



jurisdiction for all disputes arising directly or in-directly from the contractual relationship shall be our registered office. The same applies if the Buyer is a trader within the meaning of Section 14 of the BGB. However, in all cases, we are also entitled to take legal action at the place of performance of the delivery obligation in accordance with these GTS or an overriding individual agreement, or at the Buyer's general place of jurisdiction. Overriding legal provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.

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