

General Terms and Conditions

I. Inclusion

1. Our offers, assumptions and contracts shall be subject to our general terms and conditions. Deviating conditions of the client shall not be included even if we do not expressly object to them.
2. Deviations from these terms and conditions shall only become effective if we confirm them in writing.
3. Our offers are non-binding and shall not compel us to accept the order. A contract shall only materialise through written confirmation or invoicing.

II. Application of German law

Our contractual relationships shall exclusively be governed by German law. The application of the uniform law on the international sale of goods of 17 July 1973 and the uniform law on the conclusion of contracts for the international sales of goods of 17 January 1973 shall be excluded.

III. Prices and additional costs

1. Our prices are in euro and apply ex factory Lübeck excluding packaging and VAT charged at the legal rate applicable on the day of delivery. Our prices are non-binding unless a fixed price is expressly agreed.
2. Shipments shall always be at the cost and risk of the recipient.
3. If postage paid delivery is agreed in exceptional cases, the delivery shall be made carriage paid to a general cargo train station or by a forwarding company. Haulage costs at the place of receipt shall be borne by the recipient.
4. Insurance against transport damage, transport loss or breakage shall only be arranged at the express written request of the client at its expense and for the client's account.
5. If we accept a design based on drafts predetermined by the client and this proves to be infeasible or we are unable to accomplish a commissioned technical design without being responsible for its success, our labour and material expenses must be recompensed at standard prices and regardless of the price agreed. Claims for damages shall remain unaffected. If we are only able to accomplish the design at unforeseen and considerable labour and material expense, the price agreed for the product shall increase accordingly.

IV. Delivery and delivery deadlines

1. The lead times and deadlines stated by us are non-binding unless expressly agreed otherwise in writing.
2. An agreed delivery deadline shall begin on the day that the order confirmation and/or on the day that the offer and acceptance materialise congruently. If there are still uncertainties regarding details of the order that make it difficult to begin rendering the service, the deadline shall begin once the uncertainties have been remedied.
3. The obligation to adhere to agreed deliveries and delivery deadlines shall only apply subject to the prerequisite of an undisturbed production process. We shall not be at fault for delays in delivery and performance due to force majeure, strike, lockout or due to events which make delivery for us significantly more difficult or impossible, even if these events occur at our suppliers or sub-contractors and even if deadlines and dates have been bindingly agreed. They shall entitle us to postpone the delivery and/or service by the duration of the impediment or to rescind the contract completely or in parts due to the part not yet fulfilled. Penalties for delays or claim for damages or claims expressed otherwise shall be expressly rejected in any case.

V. Warranty, liability

1. The warranty period starts with the date of delivery. The client must justify and address any complaints and notifications of defects to us immediately but at the latest within 8 days after receipt of the delivery item in writing. Otherwise, the goods shall be considered to be accepted so that we are entitled to reject the complaint as being unsubstantiated. Defects which cannot be discovered within this period even after careful examination must be notified to us immediately after their discovery.
2. A complaint can only extend to subsequent improvement, reduction in value or replacement of the defective products but not to other costs and damages. A claim for lowering of the price (reduction of the remuneration) only shall be given if subsequent improvement or replacement delivery is not possible at our discretion or if subsequent improvement and/or replacement delivery have failed. Further claims of any kind, in particular claims for damages, claims for lost profit and consequential harms caused by a defect shall be excluded.
3. No warranty obligation shall exist for products and services which have become unusable due to carelessness, incorrect treatment, repairs, interference and other changes by the client or third parties or which have been subjected to the rectification work by other parties.
4. Changes and repairs of tools, moulds and equipment and contract work shall exclusively be carried out at the risk and responsibility of the client. In these cases, we shall only be liable for the work performed by us but not for the item handed over to us for processing; all further claims, in particular claims for damages, claims for lost profit and consequential harms caused by a defect shall be excluded.
5. We shall not be obligated to accept goods returned without our approval. We shall be entitled to return them to the sender at its costs and risk or to store such goods.

6. Claims for damages of any kind and for whatever legal reason - in particular also due to contractual negotiations, delay in performance, non-performance, product liability, consultation - vis-à-vis us, our employees and staff of a commissioned sub-contractor shall be excluded unless intention or gross negligence is demonstrably given.
7. The liability regulation under 6. above shall also apply to any advice provided by us in writing or orally and by attempts or in any other way which only shall be deemed as non-binding information. This shall not exempt the purchaser from the obligation to examine the fitness for the intended purpose of use itself. Use and processing of purchased goods shall be the sole responsibility of the purchaser.

VI. Retention of title

1. Our contracts and deliveries shall be subject to the condition that the title shall not be transferred to the client until the latter has met its financial obligations under the current and previous contracts. In the case of a current account the retained title shall be regarded as security for the balance until the end of the year of delivery.
2. The client may dispose of the goods in normal business transactions subject to the retention of title. In any case, the client shall assign to us all receivables with all auxiliary rights and securities from the resale. Should the goods subject to the retention of title be processed, combined or mixed with goods of other persons before the resale and should joint ownership arise for us, the client shall prior to the resale as sign to us such part of the receivables from this resale which corresponds to our joint ownership share. If our property is sold together with other goods and the total price is not broken down, a partial division of the invoice value of the goods subject to retention of title shall be agreed in the initial transaction.
3. The client shall be revocably authorised to collect the assigned receivables on our behalf, as long as it meets its payment obligations and is not over-indebted or insolvent. The client must pay the amounts collected to us immediately in the amount of the receivables due.
4. The client must ensure that our property or assigned receivables shall in no way be affected. On our request the client shall be obligated to disclose the assignment to its customers, to which we are also entitled at any time. The client shall be obligated to inform us of the whereabouts of the goods, as well as the assigned receivables, to grant us access to accounts for this purpose and to deliver the associated documents.
5. The client must notify us of other assignments of claims. In the event of seizure of our property, the client must indicate our property, inform us immediately of any seizures and send a copy of the seizure report, including a statutory declaration that the seized items are our property.

VII. Payment and securities

1. Terms of payment for moulds, tools and equipment: 1/3 of the total order value upon placement of the order, 1/3 of the total order value upon completion, 1/3 of the total order value 30 days after invoice date net in each case in cash and plus VAT.
2. Terms of payment for other deliveries and services: Within 8 days from invoice date with 2% cash discount or within 30 days net cash. Contract work immediately net cash.
3. The timeliness of the payment shall be based on when we receive the payment. Interest at the customary bank interest rate shall be charged for late payment. If the client is more than one week late with a payment, the full remaining sum shall be payable immediately in cash. The same applies to resale.
4. Payments by cheque or agreed bill of exchange or note receivable, which we reserve the right to accept as the case arises, shall only be regarded as performance when redeemed less all costs, expenses and discount charges. We shall not warrant the timely redemption or protesting.
5. The customer can only declare a set-off with undisputed and legally ascertained receivables. The rights of the client vis-à-vis us shall only be transferable with our express written agreement.
6. The client must inform us immediately of any circumstances that may influence its credit rating e.g. changes of ownership, changes of business form, changes of address, transfer of receivables to third parties. If it is apparent that the credit rating of the client has fallen, we shall be entitled:
 - To demand security collateral and in particular to assert our rights from the retention of title, whereby this shall not constitute a rescission of the contract.
 - To demand the payment of outstanding advance payment of sums not yet due before we render our services,
 - To set a deadline and to demand damages for non-fulfilment,
 - To rescind the contract.

VIII. Final provisions

1. Place of jurisdiction and place of performance for both parties shall be Lübeck.
2. The remaining parts of the contract shall remain valid even if individual provisions are legally ineffective.
3. Our previous terms and conditions shall be replaced by the above.