Definitions
Scope (1)
(1) The following Terms and Conditions apply to all business relationships with customers, unless otherwise expressly stipulated in writing. The version valid at the time of the contract conclusion applies.
(2) Difficulties in the performance of the contract will not constitute a form of counter-claim, even if they are known, unless their applicability is expressly agreed in writing, even though its applicability shall be excluded when customers refers to submitted documents to its General Terms and Conditions.

Conclusion of the contract (2)
(1) A customer’s offer is binding and subject to a formal acceptance. Within reasonable limits, we reserve the right to make technical and other alterations.
(2) The customer’s offer shall be deemed to be his binding acceptance of the offer. In case of goods being ordered electronically, acceptance shall be deemed to have taken place at the moment of receipt of the order confirmation. This confirmation of receipt does not constitute an acceptance of an order.
(3) We are entitled to demand a down-payment of 30% on the date of the order confirmation. We are entitled to refuse acceptance of an order if the customer is not able to provide a down-payment on the date of the order confirmation.
(4) We are entitled to refuse acceptance of an order if, after ordering, the creditworthiness of the customer is shown to be unsatisfactory.
(5) If the customer is not able to provide the down-payment on the date of the order confirmation, the order shall become void.
(6) Oral agreements are not binding. Written counter-offers by the customer only become binding by means of our written confirmation.
(7) Under no circumstances shall silence be considered as consent. Changes or amendments to the contract, or order cancellations, or suspensions are only binding with the written agreement of both parties. Any expenses or disadvantages resulting from the refusal of acceptance are borne by the customer.
(8) We reserve the right to make changes to the technical workmanship of our products within the framework of legal regulations, our own company standards, or as product modifications, as well as other product modifications that the customer can reasonably accept.

Payment & payment terms (3)
(1) The offered prices are based on costs obtaining at the time of the first quotation. In the event that costs have increased or decreased, we reserve the right to adjust the purchase price accordingly. We are entitled to adjust at the price the order placed is not in accordance with the offer submitted.
(2) Unless otherwise stated, all offers and prices are subject to delivery risks. We are entitled to deliver within a reasonable period of time. Packaging materials will be taken back by express agreement only.
(3) In case of services, the total invoice amount will be based on the total service and not partial service within 30 days from the date of the invoice. We reserve the right to cancel the terms of payment. Nevertheless, we are entitled, without giving any explanation, to make deliveries conditional upon advance payment or the presentation of a collateral.
(4) We are entitled to refuse orders, if the creditworthiness of the customer is shown to be unsatisfactory. We are also entitled to refuse orders in case of changes in customs or foreign exchange regulations.
(5) In cases of default, we shall charge interest on default of 5% above the applicable base rate of the European Central Bank, as shown in the daily newspaper “Frankfurter Allgemeine Zeitung” on the date of delivery or, if the collection of the debt was delayed, the collection date, and the pursuit of legal remedies, as well as the court fees. The customer is entitled to offset amounts only where the customer’s claim is proven. The customer undertakes to pay an amount equal to the costs of due diligence, as well as not to make any repayment in kind or to perform another valuable offset.
(6) Where the customer does not comply fully or in part with his payment obligations, or if less than a cheque is dishonoured, or if we receive information that makes his creditworthiness questionable, or if an application for the initiation of insolvency proceedings is filed, or the customer proposes terms that are divisive to his creditors, we shall be entitled to immediately terminate the immediate payment of all, as well as not yet due or deferred invoices, and to demand advance payment, or the presentation of securities for all outstanding deliveries. In addition, we are entitled to demand that the customer return all goods that have not been paid for and that have not yet been transferred. Furthermore, we are entitled to immediately invoice any damages, which result from the non-performance.
(7) The customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulations. Upon request, the customer commits to issuing an end-use certificate. The customer shall be responsible for the products at any time. Further documents are available on our website.

Force majeure (12)
We assume no liability for the impossibility of delivery or delays in delivery, when these are caused by force majeure or similar circumstances (e.g. suicides caused by import or export regulations, earthquakes, storms, fires, floods, strikes, infectious diseases, or wars, including threats of war, acts of terrorism, civil disturbances, disorders, criminal and state violence, epidemics, extreme weather events, consecutive disruptions of any kind: dysfunctions of technology, energy, or raw materials; official measures; or lack of, incorrect, or untimely delivery by suppliers). When such events make the delivery or services significantly more difficult or impossible for us and the breakdown is not only temporary, we are entitled to withdraw from the contract. In the event of terrors depending on the time-


take action with the customer’s order confirmation, customer has reason to assume will disregard such regulations. Upon request, the customer commits to issuing an end-use certificate. The customer shall be responsible for the products at any time. Further documents are available on our website.

Exclusion of liability
(1) Our goods and services are supplied with the provision that their delivery is not impeded by national or international regulations, especially export control regulations such as embargoes or other export restrictions.
(2) The customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulations. Upon request, the customer commits to issuing an end-use certificate. The customer also undertakes to ensure that the items are not put either directly or indirectly to a military end.
(3) The customer (purchaser, consignee) commits to not using the goods, neither directly nor indirectly, in any way in contradiction with national or international regulations, especially export control regulations, such as embargoes, or other export restrictions. The customer (purchaser, consignee) undertakes to take any measures, especially as regards the final recipient, final destination and end use of the goods or services. The customer also undertakes to ensure that the items are not put either directly or indirectly to a military end. The customer (purchaser, consignee) undertakes to take any measures, especially as regards the final recipient, final destination and end use of the goods or services. The customer shall be offered an opportunity to give this consent before he places his order. The customer has the right to withdraw from the contract by any time. Further documents are available on our website.

Liability (8)
In the case of liability for slight negligence, our obligation to pay compensation for material damage and subsequent further financial loss shall be limited to an amount of twice the project value per case of damage, even if it is in violation of essential contractual obligations. In the case of bodily injury or damage to health, we are liable regardless of fault. In the case of damages caused by our management, legal representatives, employees or other vicarious agents, unless they relate to a violation of essential contractual obligations. Essential contractual obligations mean all obligations that are the basis for the establishment of a business relationship and such obligations do not include negligences, which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship. In the case of liability for slight negligence, our obligation to pay compensation for material damage and subsequent further financial loss shall be limited to an amount of twice the project value per case of damage, even if it is in violation of essential contractual obligations. If the application of the above provisions is excluded by law, we shall not assume liability in the case of slight negligence caused by our management, legal representatives, employees or other vicarious agents, unless they relate to a violation of essential contractual obligations. Essential contractual obligations mean all obligations that are the basis for the establishment of a business relationship and such obligations do not include negligences, which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship. In the case of liability for slight negligence, our obligation to pay compensation for material damage and subsequent further financial loss shall be limited to an amount of twice the project value per case of damage, even if it is in violation of essential contractual obligations.

The customer undertakes to provide us with all documents or other material required from authorities or third parties for the purpose of obtaining, maintaining, or extending the export license and authorizations or permits required for the use of the goods or services.

We shall not assume liability in the case of slight negligence caused by our management, legal representatives, employees or other vicarious agents, unless they relate to a violation of essential contractual obligations. Essential contractual obligations mean all obligations that are the basis for the establishment of a business relationship and such obligations do not include negligences, which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship. In the case of liability for slight negligence, our obligation to pay compensation for material damage and subsequent further financial loss shall be limited to an amount of twice the project value per case of damage, even if it is in violation of essential contractual obligations. If the application of the above provisions is excluded by law, we shall not assume liability in the case of slight negligence caused by our management, legal representatives, employees or other vicarious agents, unless they relate to a violation of essential contractual obligations. Essential contractual obligations mean all obligations that are the basis for the establishment of a business relationship and such obligations do not include negligences, which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship. In the case of liability for slight negligence, our obligation to pay compensation for material damage and subsequent further financial loss shall be limited to an amount of twice the project value per case of damage, even if it is in violation of essential contractual obligations.