

General Terms and Conditions [AGB]

I. Conclusion of contract

1. All our deliveries, services and offers are carried out exclusively on the basis of these General Terms and Conditions. All agreements require the written form to be effective.

II. Delivery period

1. The delivery time starts as of the time when all commercial and technical details have been mutually clarified. The timely completion of delivery assumes the fulfilment of the ordering party's contractual duties.
2. Circumstances that cannot be influenced by us will lead to an appropriate extension of the delivery deadlines, even if such circumstances occur during a delay in delivery.
3. An extended liability as defined in Section 287 *BGB* [German Civil Code] is explicitly excluded.

III. Passage of risk

1. The risk shall transfer to the ordering party at the latest with the despatch of the products ordered, even when transport at no charge to venue of jurisdiction was agreed. If dispatch is delayed due to fault on the part of the ordering party, risk shall be transferred to the ordering party on the day notification is given that the goods are ready for dispatch.

IV. Payment

1. Payments shall be made without any deduction as stipulated in the respective offer.
2. If the ordering party does not comply with its payment obligations, we are entitled to make all outstanding debts due for payment, even if we have accepted bills of exchange or cheque. Furthermore, we shall have the right to withdraw from all other contracts and demand compensation on the grounds of non-fulfilment. The ordering party will only be entitled to retention or offset when its counterclaims are undisputed or have been declared final and absolute by the competent court.

V. Warranty

1. We can only be held liable for any defects in material and workmanship in that such parts will be rectified at no cost or re-delivered at our discretion that become defective within a period of six (6) months after the date of delivery. The whole electric equipment shall be subject to the provisions of the German electrical trade (new parts will only be shipped against return of defective parts).
2. All notices of defect must be made in writing.
3. Obvious defects in material and workmanship shall be notified immediately, at the latest however within one (1) week from reception of the delivery item.
4. If the rectification of defects fails after an appropriate period, the purchaser may choose between demanding a reduction in payment and revoking the contract.

VI. Restriction of liability

1. Claims for damages resulting from impossibility of performance, positive breach of contract, default during contract conclusion or on account of tort shall be excluded, unless intentional or grossly negligent acts have taken place.

VII. Reservation of ownership

1. The goods and services delivered shall remain our property until all amounts due as a result of our business relationship with the purchaser have been paid.
2. The ordering party shall only be authorised to sell the goods in our reserved ownership after our prior written approval. In the case of a re-sale of the delivered goods, the ordering party assigns the claim of the purchase price due to him from his customers or third parties to us with all ancillary rights (including collaterals) at the time of the conclusion of the contract with us.

VIII. Damages obligation vis-à-vis the ordering party

1. If the ordering party does not accept the delivery item, he shall be liable to pay damages in an amount of twenty-five (25) per cent of the agreed price. We reserve the right to prove a higher level of damage in an individual case.
2. The ordering party is entitled to prove that the damage is lower or that no damage occurred at all.

IX. Applicable law, venue of jurisdiction, partial invalidity

1. Solely the laws of the Federal Republic of Germany shall apply to these General Terms and Conditions and all legal relationships between us and the ordering party.
2. To the extent permitted by law, Dessau shall be the exclusive venue of jurisdiction for all disputes arising from the contractual relationship.
3. Should a provision in these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.