

Conditions

Terms and conditions

I. General

1. All offers, deliveries and agreements are only our policy is based.
2. Our offers are subject to change. Contracts and agreements, in particular, those that change those conditions, first by written confirmation on our part. Our agreements Field workers are only effective if in writing by We are confirmed.
3. The business and commercial conditions of the buyer object to we explicitly. They commit us not if we in the contract have not objected.
4. One-off by the buyer demands are excluded, unless the counterclaims are undisputed or judicata. Withhold payment to the buyer not to. This does not apply to business transactions with non-traders, as far as the lien on the same contractual relationship. A Performance Right of refusal on the part of the buyer is in business excluded by merchants.

II Shipping

1. The dispatch takes place, unless otherwise agreed, for the account and risk of the buyer. With the delivery of goods to the carrier or carrier, the latest when the goods leave the factory or warehouse has left, the risk passes to the buyer. If during the Transport damage to the goods on or in the consignment note listed goods are not delivered full strength, so did the ship- by the delivery person (with shipping shipping = truck driver; at Federal Railroad freight shipping = receiving station) to the bill immediately the damage noted in detail and confirm them . Allow The consignment note is to damage us for the assertion to hand over the compensation for the buyer, have to take legal action Enforcement of the claims we are not obliged oblige, but we look for such measures, the purchaser to suit as Enable enforcement. Even if free delivery receiving station the buyer is agreed, the buyer bears the risk of shipment. In these cases we make, however, the extent damage during transport and in the size spare, even when we get compensation for damage in transit. The replacement is at our discretion, either through free Replacement or credit of the refund amount.
2. With shipment of the goods, we can transport and the Choose a shipping route to the exclusion of any liability. This exclusion shall not apply in commercial transactions with merchants, or the the manager or one of our officers, in Commerce with the non-traders or managers or one of our employees, at least acted with gross negligence have. For shipping insurance, we are only at the express request required. The costs borne by the buyer.

III. Delivery time

1. The delivery time begins after receipt of confirmation of order, subject the possibility of delivery and other contractual arrangements.
2. The agreed deadline is extended from without prejudice to our rights Default of the buyer to the period by which the purchaser with its

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Obligations under this or any other accounts are in default.

This applies, mutatis mutandis, when a delivery has been agreed.

3. If we are at fault, the buyer must allow a reasonable Grace period. After this period, he may by the end Withdraw if the goods to him by this time not as a ready have been reported.

4. Any claims for compensation arising from failure to meet delivery deadlines or delivery dates are limited to the contract amount, unless the or the manager or one of our employees, the delay was caused by negligence.

5. Force majeure shall entitle us to the delivery for the duration delay of disability and a reasonable time or to withdraw from the unfulfilled portion of the contract. Force majeure includes strikes, lockouts, riots and other Circumstances which impede delivery is essential or impossible, and no matter whether they are with us or any our subcontractor. The buyer can we Declaration ask whether we withdraw or deliver within a reasonable time want. If we do not, may withdraw the buyer.

IV. Terms of Payment

1. Our invoices are payable within 30 days of the invoice date net or within 10 days with a 2% discount. The these discounts will be granted if the buyer of the Payment of previous deliveries is in arrears.

2. Genehmigung of pressures from direct debits

If the customer has a debit entry of a debit, for which he is the Creditors granted a direct debit has not been approved, he Objections to these accounts in the balance of the next contained debit entry no later than within six weeks after to bring access of accounts. If the objections writing, it is sufficient to dispatch within the six-week period. The Failure to make timely objections be considered as approval of the load. Should a direct debit to be reversed is a reasonable Fee of 5% of the invoice amount.

3. In case of late we will charge interest in accordance with their Interest rates for short-term bank loans, but at a minimum of 5% per annum above the base rate for legal transactions, in which a consumer is not involved, 8% above the base rate.

4. For PayPal payments, a system is the fee of 2% of the net amount.

V. Retention of title

1. In business transactions with merchants all delivered goods until Fulfillment of all our claims from the business with our respective buyer of the property (conditional goods), even if Payments for specific claims are made.

Compared to non-traders, we retain the title to the goods Goods until the fulfillment of the purchase price before.

2. The buyer is entitled to the goods in proper Commerce

to process and sell as long as he does not us is in default towards. He is entitled to sell or to be processed of the goods shall be used only with the proviso that the Receivables from the resale or processing in accordance with Digits 3-5 are transferred to us. To dispose of the reserved property

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he is not entitled.

VI. Instructions

1. Since working conditions in construction and the application areas for Our products are very different, we can use our Processing instructions provide only general guidelines. Be special requirements found in the outside of the Processing instructions targeted applications and working conditions stand, we are for the purpose of support for further Provide advice, legal obligations on our part, of any kind will be created thereby.
2. Consumption data in our processing instructions are mean Experience.

VII. complaints, liability

1. All information regarding the suitability, processing and application of our Products take place, technical advice and other information to good faith discharge the buyer but not from their own investigations and tests. The arrangement of textures and Over any guarantees for us is only binding if it has been explicitly made in the contract. For any warranty claims in respect of quality and application the product is the current Technical Data Sheet decisive, as it is available from our website on the internet can and in any other way any time by request Is made available. Should the seller of the local requirements from a defect claim or other liability on our part excluded.
2. Buyers must the delivered goods immediately for possible defects and examine if a defect is found, we shall immediately writing of property. Unless this happens, then the goods as approved. For buyers who are not consumers, this occurred both in obvious and for non-obvious defects. Unless the buyer Consumer, is limited for the immediate duty to examine obvious, apparent defects.
3. If any defects in the goods delivered and on time Notification of the defect by the buyer within the limitation period We provide free replacement for defective goods, provided that the Defect existed at risk. For a failure of the Remedy is the purchaser at his discretion the right to withhold compensation or to cancel the contract. For any Compensation claims or claims for reimbursement of expenses is paragraph 5 below
4. In case of complaint, the purchaser will be at our request, the Possibility of review by immediately sending in Material Specimens. Upon the breach of this obligation to the Buyer no claims against us, unless the Breach of this obligation, our review of the buyer causation neither hinders nor difficult. The costs of delivery of Material samples and the removal charged to us when the material delivered was defective.
5. We are liable to the buyer for damages - for whatever legal reason, whether in contract or tort - in cases of intent,

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gross negligence, injury of life, limb or health, or because of the lack of an agreed quality, the extent that the agreement reached just a loss event should prevent, or breach of essential Contractual obligations (cardinal obligations), or for other compelling law. The damages for the infringement of Contractual obligations to foreseeable contract-Damage and only limited to up to a maximum of € 100,000.00, unless intent or gross negligence of our legal representative or our agents or loss of life, body or health are present. A change in the burden of proof to the detriment of the buyer is not with the above regulations connected. The above rules apply to compensation for futile Expenses accordingly.

6. The limitation period for any warranty claims is one year Delivery of the goods in the absence of consumer goods or otherwise mandatory by law for a longer period of limitation prescribed.

VIII. Place of performance and jurisdiction

1. Performance for both parties is D-47608 Geldern. In all the is on the business relations disputes in commercial transactions with merchants, D-47608 Geldern of jurisdiction, even in the bills and checks.

IX. Final Provisions

1. For the business relationship with our customer is in any case under Exclusion of foreign law only German law. Excluded however, is the application of UN-Kaufrechts/CISG.
2. For export of our goods by our customers in areas outside the Federal Republic of Germany, we do not assume any liability if our products are being violated by rights of third parties. The Buyer is obliged to pay compensation for damage caused by the export is caused by goods that we are not explicitly for export were delivered.

A contract is concluded only with the involvement of these provisions.