In cases of items produced based on the specifications of the Purchaser, the Purchaser shall assume the warranty that the industrial property rights of third parties are not infringed by the production and operation of such items. The Purchaser shall indemnify and hold harmless the Seller against all third-party claims in this connection. The Purchaser is responsible for independently checking the existing property rights of third parties and is obligated to notify us of any such claims.

14. Product Information, Nature:
Details on product brochures or other advertisements about our products, equipment, plant and processes are based on our research and our experience in the field of applied engineering and are merely recommendations. It is not possible to infer any warranted qualities or warranted use from these details, unless they were expressly agreed as a warranted quality. We reserve the right to make technical modifications in the course of our product development. The Purchaser must verify the suitability of our products and processes for the use or application intended by him on his own responsibility. He shall also apply to the protection of third party property rights as well as to applications and processes. The properties of samples and specimens are binding only if they have been expressly agreed to define the quality of the goods. Information on the quality and durability and other particulars are warranted only if these are agreed and designated as such.

The specifications agreed with the Purchaser in writing are relevant for the quality of the goods and if specifications have not been agreed in writing, the information in the price list and technical data sheets, specifications or data provided by us. Any additional or diverging agreements on the quality must be in writing. Any suitability of the product for the presupposed or customary use which supplements or diverges from the agreed quality is out of the question.

15. Rights and Obligations of the Purchaser in the Event of Defects:
Defects must be notified to us after discovery without undue delay. Purchaser’s obligations under §§ 377, 378 German Commercial Code (HGB) shall remain unaffected. The delivered goods with respect to which defects have been notified must be kept available for us. We shall bear the costs of any return shipment to us only if such shipment takes place at our request.

16. Warranty:
In the event of defective goods, we shall, at our discretion, either replace or repair the goods upon demand by the Purchaser. If the subsequent performances fail to remove the defects, the Purchaser shall be entitled, at his discretion, to either reduce the purchase price or to withdraw from the contract. The Purchaser is entitled to claim damages only to the extent specified in item 18. Claims based on defects in the purchase become time-barred one year after the delivery of the goods; notwithstanding this, the statutory limitation periods apply

• In the event of liability based on fault or gross negligence or the fraudulent concealment of a defect
• For claims based on defects for which the Purchaser has been time-barred one year after delivery of the goods, the Purchaser can usually rely on, our liability is limited to compensation of the typical, foreseeable damage; in cases of a slight negligent breach of other contractual duties, our liability is excluded. The limitation of liability and exclusion from liability does not apply to damage caused by death, injury or an impairment to health which we, our legal representatives or our vicarious agents caused intentionally or negligently;
• In the event of recourse by the Purchaser based on the provisions on consumer sales.

17. Delivery Shortages:
In the event of delivery shortfalls, we shall, if reasonable, cover the shortage. Otherwise item 16 sentence 2 applies accordingly to the amount of the assigned claim. Item 16 sentences 3 and 4 remain unaffected.

18. Limitation of Liability and Exclusion from Liability:
Our liability is based on the law as a basic principle, unless otherwise specified in these General Conditions of Sale and Delivery. In the event of a slightly negligent breach of contractual duties, the performance which renders the provision of the contract purposeless, failure to meet the delivery time, failure to make the payment or provide the security within a reasonable period after such written request, we have the right to rescind the contract forthwith.

19. Place of Performance:
Place of performance for the delivery is our production plant or warehouse.

20. Dispatch, Deliveries:
Unless otherwise agreed in writing, all goods are dispatched at the risk of the Purchaser. We reserve the right to select the method of transport, the route and the carrier. Partial deliveries are permitted. Item 7 remains unaffected. Unless otherwise agreed in an individual case, the Purchaser is responsible for compliance with statutory and official regulations on import, transport, storage and use of the goods.

21. Date of Delivery:
Even if a reminder suffices or is not required in accordance with the law, we shall not be deemed in delay until after the expiry of a reasonable deadline for final delivery set by the Purchaser in writing.

22. Transport Insurance:
We are authorized to take out appropriate transport insurance on behalf and at the expense of the Purchaser for an amount at least equal to the value of the goods/the invoice value.

11. Retention of Title:
(1) The goods sold shall remain our property until full payment of all current and future claims arising under or in connection with the entire business relationship with the Purchaser, irrespective of the legal ground. Hence, this includes in particular claims to performance of the contract, to damages based on default, non-performance or the breach of other contractual or pre-contractual duties and claims based on the law of torts and the right to satisfaction.

(2) The processing or transformation of the reserved goods by the Purchaser is carried out by the Purchaser at our own risk. If our goods have been combined, mixed or processed to produce new goods, our title shall extend to the new product. The Purchaser hereby assigns to us his rights to the new product. If a third party’s right of ownership continues to exist over our goods that are processed, combined or mixed with the other processed goods, the co-ownership of the processed goods is in relation to the new product.

The value of the processed goods at the time of such processing, combination or mixing shall be relevant. In the event the Purchaser combines or mixes our reserved goods with the main goods of a third party for compensation, the Purchaser hereby assigns to us his right to compensation for claims based on entitlement against such third party. The above applies accordingly to the amount of the assigned claim.

(3) The Purchaser may, in the ordinary course of his business, resell any goods which are subject to our retention of title. The Purchaser hereby assigns to us all his claims arising from such resale up to the amount of the value of the reserved goods at the time of the resale. The Purchaser is authorized to collect payments for claims from such resale for as long as the risks his obligations towards us in due form. If requested by us, the Purchaser shall advise his customers of such assignment of rights and provide us with the information and documents necessary to enforce our rights vis-à-vis these parties.

(4) The Purchaser is obliged to insure the reserved goods to a reasonable extent against fire, water damage, burglary and theft at his expense. The Purchaser hereby assigns to us all possible claims against the insurance up to the amount of the value of the reserved goods at the time of the occurrence of the insured event.

(5) The Purchaser is not authorized to dispose of the reserved goods in any manner other than as stated above. In particular, the Purchaser may not lend on the reserved goods or assign them as collateral, pledge or sell them. Access by third parties to goods and receivables belonging to us shall be notified without undue delay in writing. If so requested by us, the Purchaser shall provide all the information requested on the stocks of the goods belonging to us and on the receivables assigned to us. The Purchaser shall also mark the goods belonging to us as our property on our request and notify his buyers of the assignment.

(6) In the event of payment default on the part of the Purchaser, we are entitled to revoke the Purchaser’s authorization to resell the reserved goods and to collect the receivables assigned to us, to disclose the assignment of the receivables to the demand the provisional surrender of the goods belonging to us at the expense of the Purchaser even without rescission of the purchase contract and without granting any guarantee periods.

(7) The receivables assigned based on paragraphs 2 to 4 are secure to all receivables under paragraphs 1.

(8) In the event that the value of the security exceeds our claims against the Purchaser by more than 10 percent, we shall be obliged to release the security in excess of said limit.

12. Force Majeure:
In the event of force majeure, such as war, civil commotion, and natural disasters as well as labor disputes and disruptions of transport or plant operations, directions by authorities, scarcity of energy or raw materials, or other difficulties beyond the control of the parties affecting either party during the term of a contract, all commitments arising from a contract shall be suspended for the duration and scope of the impediment. In each case the parties shall make every reasonable effort to avoid the damage which could endanger the collection of the purchase price.

13. Refinement of Industrial Property Rights and Copyrights:
Supplementary conditions for services rendered to parts supplied by the Purchaser:
1. Defects in supplied parts of the Purchaser discovered by us during processing entitle us to either rescind the contract or invoice the additional work entertained at our discretion.
2. Our incoming goods inspection of the parts supplied by the Purchaser to be processed by us is restricted to determining the identity of the goods and their conformity with the delivery documents, checking for obvious transport damages and detecting external conditions and the subsequent performance is to be arranged by the condition in which such goods are delivered. Any additional checks shall be carried out only if they were agreed in advance with the Purchaser in writing or if we consider those necessary in our opinion.
3. The density of hollow goods shall not be checked. They must be supplied in a state that is fully and faultlessly processable.
4. Rejoints and short quantities for series parts must be agreed in writing with the Purchaser before processing. If no agreement is made, the Purchaser only has the right to claim the remuneration of raw parts from the defects or short quantity.
5. Unless otherwise agreed in writing, quality inspections shall be carried out at our discretion by sampling.
6. In the event of a legitimate complaint, which can be proven to be our fault, we shall be liable only up to the value of the parts to which the complaint refers. In this case, we shall either credit the respective amount or offer to process supplied replacements free of charge, but in any case at the Purchaser’s expense.
7. The Purchaser bears the transport risk. We do not know the value of the parts to be processed. Upon request by the Purchaser, we will take out a transport insurance for the costs of the material at this expense.