

I. General Comments

1. The following terms and conditions shall apply to all of our offers, purchasing contracts and other delivery contracts including consultancy services. Any deviations from these terms and conditions – in particular the customer's purchasing conditions – shall require our explicit, written confirmation.
2. Our offers are noncommittal. In order to attain legal validity orders require our written confirmation. This shall also apply to any order cancellations or reductions on the part of our customers. Oral side agreements or assurances given by representatives shall only be binding for us if we confirm them in writing.
3. Any forms manufactured on our commission shall remain our property even if the customer shall have been charged for them proportionately.

II. Notification according to the Federal Data Protection Act (BDSG)

Inasmuch as this is necessary for the conclusion and processing of the business transactions and permissible within the framework of the BDSG the customer's data will be stored and processed in our system.

III. Delivery, Scope of Delivery and Delivery Periods

1. Our written order confirmation shall be decisive for the scope of the delivery. Product-specific minimum order values apply which are to be concluded when placing the order.
2. We reserve, in keeping with the custom within our sector, the right to effect excess or short deliveries of up to 10 % of the quantity ordered.
3. Deviations from samples or previous deliveries shall be avoided inasmuch as this is technically feasible. Considerable deviations shall only lead to an entitlement to rescission or a substitute delivery but not constitute grounds for compensation or lost profit claims of any kind.
4. In the case of orders on call we grant, if nothing to the contrary has been agreed, a delivery period of 3 months beginning from the date of the order. If the acceptance deadline has expired we shall be entitled, at our own discretion, to either invoice the goods or cancel the order.
5. If nothing to the contrary has been agreed upon, delivery terms shall be ex warehouse. The transport of the goods shall always be at the customer's risk, even if carriage-free delivery has been agreed.
6. Delivery dates and periods shall always apply only approximately unless they have been explicitly and unreservedly agreed to be fixed. Delivery periods shall begin to run on the date of our order confirmation, but not before all details pursuant to the order have been clarified in full. Partial deliveries are permissible.
7. Should Force Majeure or any other events that lie beyond our will – irrespective of whether these occur in our company or at our suppliers – or strikes or lockouts prevent us from fulfilling our delivery obligation, the delivery period shall be prolonged by the duration of the delay. Should such events subsequently render the delivery impossible or unreasonable, we shall be entitled to rescind the contract in part or in its entirety. Should a later delivery be unreasonable for the customer, it shall also be entitled – after the setting of a reasonable grace period – to rescind the contract.
8. In the event of impossibility of performance for which we bear the responsibility or upon (late) delivery – in the latter case only after the setting of a reasonable period of grace – the customer may rescind the contract. Should the impossibility of contractual fulfilment occur whilst the customer is in default of acceptance or due to culpability on the part of the customer it shall continue to be obliged to perform its return service. Claims for compensation due to non-fulfilment or the refunding of damages incurred due to the delay are excluded unless it is a case of wilful intent or gross negligence on our part or exclusion of liability should be legally impossible for any other reasons in General Terms and Conditions of Trade.

IV. Accounting and Terms of Payment

1. The prices and conditions valid on the day of the order confirmation shall always apply to accounting. Our prices are based upon the current costs. Should these costs alter, we reserve the right to adjust our prices accordingly.
2. Our prices do not include value added tax. The statutory rate of value added tax is to be added to these prices in each case.
The prices are calculated ex warehouse or ex works Dresden. The minimum order value is € 60.
3. Packaging and transport costs shall be declared/charged separately, inasmuch as nothing to the contrary has been agreed.
4. All costs that accrue in connection with the contract, including fees and taxes that were not known at the time of the conclusion of the contract shall be charged to the customer's account.
5. Our prices shall not be binding for subsequent orders.
6. Invoices, inasmuch as nothing to the contrary has been confirmed in writing, shall be payable net within 30 days of the date of the invoice or within 14 days of the date of the invoice thereby deducting a 2% discount for early payment. When our invoices are being settled, the deduction of a discount for early payment shall only be accepted if all invoices due for payment have been settled.
7. For default periods interest at the rate customary in the banking sector for uncovered current account facilities will be charged.
8. All our receivables shall – irrespective of the term of any bills of exchange accepted as conditional payments – become due immediately should the customer be in default of payment or should we become aware after the conclusion of the contract of the fact that our receivable is threatened due to the customer's poor financial circumstances. We shall then be entitled to carry out any still outstanding deliveries only in return for standard sureties equivalent in their nature and scope to the prepayments.
9. Rights of retention based on counter claims are excluded. Offsetting shall only be permissible against counter claims that have been recognised by us or legally established.
10. In the event of the cancellation or reduction of an order on the part of the customer all actually incurred fixed expenses shall be invoiced under the same terms or payment; the same shall apply to claims for lost profits and, possibly, compensation.

V. Retention of Proprietary Rights

1. The goods are sold under the retention of proprietary rights and said proprietary rights shall remain in force until such time as all claims from this business relationship have been settled.

2. The customer shall be required to inform us without delay or any seizure or any other form of encumbrance on our property by third parties and to confirm our right of ownerships towards both third parties and towards ourselves in writing.
3. The customer shall not be permitted to mortgage or assign as security the goods sold under retention of proprietary rights.
4. Should the customer sell the goods supplied by us – regardless of the condition they are in – it shall assign to us upon conclusion of the contract any claims and their subsidiary rights which might accrue to it against its buyers from said sale until such time as all of our receivables from deliveries effected to us have been settled in full. Should we demand it, the customer shall be obliged to notify his buyers of the assignment and to provide us with all necessary information for the assertion of our rights and to hand over the necessary documents.
5. We shall retain ownership and copyright to cost estimates, drafts, drawings and other documents. These may only be made accessible to third parties with our consent.
6. Drawings and other documents that are part of an offer are to be returned should we demand it or should the order not be placed with us.
7. Only the person who places the order shall be liable for the legality of the usage of any drawings, sketches, models, etc. that are sent to us. We are not obliged to review the above-mentioned documents, also not with regard to existing intellectual property rights held by third parties.

VI. Warranty

1. Our technical consulting services and offers are worked out with the utmost care thereby paying attention to the parameters and circumstances known to us. All recommendations for the deployment of our products are submitted to the best of our knowledge. Due to the plethora of application possibilities, different requirements and individual conditions of usage we cannot, however, issue any warranty for the suitability of the product for a particular application possibility unless we have explicitly guaranteed its suitability in writing. The customer is in any case under the obligation to review itself the suitability of the product for the use to which it intends to put it.
DIN 7716 (5.82) applies to the storage of Elastomer-articles. Technical adjustments for the improvement of the products are permissible. Our products are manufactured with the greatest of care from the best available raw and basic materials and in accordance with the current latest status of technical knowledge.
2. In the case of defects – including the lack of guaranteed properties – we offer guarantees as follows:
Complaints based upon evident and recognisable defects and on incorrect quantities must be asserted towards us immediately after receipt of the goods in writing, but at the latest within a period of two weeks. Hidden defects are to be reported to us in writing without delay within a week of their discovery, but at the latest 6 months subsequent to receipt of the goods. Complaints subsequent to further processing and installation are excluded, unless it should be the case that the defect was only recognisable as a result of further processing or installation.
We only assume warranty for the quality of the goods we supply as brand-new inasmuch as we, within the framework of the statutory or contractually defined period, offer compensation for manufacturing or material defects that come to light by way of either repair or substitute delivery at our discretion.
For goods that were demonstrably defective upon delivery, a substitute delivery shall be made carriage-free to the original place of receipt subsequent to the return of the defective quantity. Any further commitment and any possible claims for compensation of damage, wages and salaries, default penalties, etc. are ruled out. Should the substitute delivery be a failure or should we fail to comply with a reasonable period of grace that has been set us or should a substitute delivery become an impossibility, the customer shall have the right to rescind the contract. We reject any further-reaching claims to compensation, repudiation of the purchase or a reduction of the purchasing price. Rejected goods may only be returned to us with our explicit consent.
3. We, our legal representatives and vicarious agents shall not be liable for damage that is incurred in the context of the warranty due to the violation of secondary contractual obligations, counselling errors, unauthorised handling, culpable violation of the obligation to provide a substitute delivery or on any other legal grounds and in particular inasmuch as said damage does not occur to the item delivered itself, unless it should be a case of wilful intent or gross negligence or the exclusion of liability should be legally impermissible in General Terms and Conditions of Trade for any other reasons. Claims for compensation due to the lack of assured properties are also ruled out should it not be the case that the precise intention of the assurance was to rule out cases of typical consequential damage.

VII. General Liability

1. Compensation claims of all kinds – also beyond the warranty - against ourselves, our legal representatives and vicarious agents, in particular in cases in which said damage does not occur to the item delivered itself, e.g. as a result of the violation of secondary contractual duties, culpably incorrect counselling at the time of conclusion of the contract or unauthorised handling are excluded unless it should be a case of wilful intent or gross negligence on our part or the exclusion of liability should be legally impermissible in General Terms and Conditions of Trade for any other reasons.
2. Should it not be possible to exclude liability in an individual case but to restrict the amount thereof – also in cases listed under Section III 8 – liability shall in all cases be restricted to the proven damage but only up to a maximum of the sales prices of those goods, the delivery or non-delivery of which gave rise to the claims in the first place.

VIII. Place of Fulfilment, Court of Jurisdiction, Applicable Law

1. The place of fulfilment for delivery and payment is Dresden.
2. The court of jurisdiction for all disputes – also for processes involving bills of exchange or cheques – inasmuch as the customer is a registered trader, legal entity under public law or a special fund under public law or if it should have no general court of jurisdiction in this country, shall be Dresden. We shall also be entitled to file a suit against the customer at that court which is responsible for its place of residence.
3. The laws of the Federal Republic of Germany shall apply to this contractual relationship. The stipulation of the Hague Treaty on the Sale of Goods dated 1.7.1974 and the German Implementation Acts to said treaty are excluded. Inasmuch as clauses defined in the Incoterms are agreed, the Incoterms 1953 in their version valid at the given time shall apply.
4. Should any individual stipulations of these terms and conditions be wholly or partially invalid, the remaining conditions shall retain their full validity.