The following General Terms and Conditions of Delivery apply:

1 General remarks, scope of application

1) These Terms and Conditions of Delivery shall apply exclusively; we shall not recognize any terms and conditions of our contractual partner that conflict with or deviate from our Terms and Conditions of Delivery, unless we have expressly agreed to their validity in text form. Our Terms and Conditions of Delivery shall also apply if we carry out the delivery to the contractual partner without reservation in the knowledge that the contractual partner's terms and conditions conflict with or deviate from our Terms and Conditions of Delivery.
2) These Terms and Conditions of Delivery shall only apply to companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). They shall expressly not apply in legal transactions with a consumer (Section 13 BGB).
3) These Terms and Conditions of Delivery shall also apply to all future business transactions with our contractual partner, insofar as these are legal transactions of a related nature.

2 Prices, service charge, transfer of risk

1) Unless otherwise stated in the order confirmation, our prices are net "ex works" (Incoterms 2020).
2) The statutory value-added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.
3) A discount will only be deducted if agreed in writing. Freight and other stated additional costs are not discountable.
4) Unless otherwise stated in the order confirmation, our service fee is due for payment without any deductions within 30 days of the invoice date. The statutory provisions governing the commencement of default and the legal consequences of default in payment shall apply, in particular Section 353 (1) of the German Commercial Code (HGB).
5) Should our prices be generally or increased in the period between conclusion of the contract and delivery, the new price valid on the day of dispatch shall be charged. In this case, our contractual partner is entitled to withdraw from the contract within 14 days after notification of the price increase.
6) Our contractual partner shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been acknowledged by us. Our contractual partner shall only be entitled to exercise a right of retention in the event of a gross breach of contract on our part and only to the extent that its counterclaim is based on the same contractual relationship.

3 Delivery

1) We shall only be obliged to perform at the delivery time stated by us if all technical questions have been clarified.
2) The obligation to perform presupposes that our contractual partner itself fulfils its contractual obligations properly and on time.
3) We reserve the right to withdraw from the contract in the event of faulty or untimely delivery by our suppliers, insofar as we are not responsible for the non-delivery when exercising commercial diligence. In this case we will inform our contractual partner immediately about the unavailability of our performance and exercise the right of withdrawal without delay. Our contractual partner also has a right of withdrawal after receiving such information. In the event of withdrawal – regardless of which party – we will immediately refund the consideration.
4) If our contractual partner is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. We reserve the right to make further claims. In these cases, the risk of accidental loss or accidental deterioration of our performance shall also pass to the contractual partner at the time the contractual partner is in default of acceptance.
5) If our contractual partner's delay in acceptance leads to a delay in delivery, it shall reimburse us for the usual storage costs for the duration of the delay if it stores the goods himself. Without further proof, an additional expense of 1.0% of the price per month or part thereof may be claimed. Our contractual partner reserves the right to prove that we have incurred no or less damage. Instead, however, we shall also be entitled, at our discretion, either to proceed in accordance with §373, 374 of the German Commercial Code (HGB) or to have the item stored by a forwarding agent of our choice and to charge our contractual partner for the actual expenses incurred in this connection.
6) We shall be liable for delay in performance and impossibility in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent as well as in cases of culpably caused injury to life, body or health in accordance with the statutory provisions. However, in cases of gross negligence, our liability shall be limited to the foreseeable damage typical for the contract. Outside the cases described in the first and second sentences, the liability of the contractor due to delay for damages in addition to performance shall be limited to a total of 3% per week, maximum 15%, and for damages in lieu of performance (including reimbursement of futile expenses) to a total of 15% of the delivery value. Further claims of our contractual partner are excluded – even after the expiry of any performance deadline that has been set. The limitation and exclusion shall not apply in the event of culpable breach of material contractual obligations, i.e. contractual obligations that make the performance of the contract possible in the first place. However, the claim for damages for the culpable breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, unless another case pursuant to the first sentence is given at the same time. The right of the customer to withdraw from the contract remains unaffected. The above provisions do not imply a change of the burden of proof to the disadvantage of the customer.

4 Transfer of risk

1) Even in the case of carriage-paid delivery, the risk shall pass to our contractual partner when the goods have been handed over to the shipping agent. This also applies to self-collection, factory transport and partial deliveries.
2) In the event of delays in dispatch for which we are responsible, the risk shall already pass upon notification of readiness for dispatch.
3) Shipment shall be ex works for the account and at the risk of our contractual partner. We are not liable for damages and losses during transport. Unless otherwise agreed, we shall choose shipping and packaging at our discretion. We are not obliged to conclude an insurance.

5 Liability for defects

1) Our contractual partner may only assert rights in respect of defects if it has duly complied with its obligation to inspect the goods and give notice of defects in accordance with 377 of the German Commercial Code (HGB). We must be notified of the complaint in text form. In the case of defects which can be detected during a proper inspection of the purchased item, the period to be determined in accordance with 377 of the German Commercial Code (HGB) shall end no later than 2 weeks after receipt of our performance. The contractual partner shall bear the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.
2) In the event of defects in performance, our contractual partner shall initially be entitled to subsequent performance, at our discretion by rectification of the defect or delivery of a defect-free item.
3) Claims by our contractual partner for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded insofar as the expenses increase because the goods delivered by us were subsequently incorporated into another item or further processed. We shall be liable for the costs of installation and removal of the goods up to a maximum of five times the value of the goods, provided that this does not result in any unreasonable disadvantage to the purchaser. We shall not be liable if the purchaser is aware of the defect at the time of installation or further processing or if the defect remained unknown to him as a result of gross negligence.
4) Our contractual partner shall only have rights of recourse insofar as our contractual partner has not concluded any agreements with its customers that go beyond the statutory mandatory rights in respect of defects. The above provision shall apply accordingly to the scope of the right of recourse.
5) There shall be no rights based on defects in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairments of the usability.
6) With regard to defect rights, the conditions in Germany shall be exclusively decisive when it comes to defining the customary use, the customary quality or other objective requirements. Requirements for use, usability prerequisites and the need for approvals according to foreign construction or product regulations shall not be taken into consideration unless they have been expressly made part of the subject matter of the contract by agreement on quality.
7) If our contractual partner chooses to withdraw from the contract due to a defect after subsequent performance has failed, it shall not be entitled to any additional claim for damages due to the defect. If our contractual partner chooses compensation for damages after subsequent performance has failed, the delivered goods shall remain with him if this is reasonable for him. The compensation is limited to the difference between the payment and the value of the defective item. This shall not apply if we have fraudulently caused the breach of contract.
8) The limitation period for defect rights is 12 months, calculated from the transfer of risk. This shall not apply insofar as the goods are normally used for a building and have caused the respective defect.

6 Limitation of total liability

1) We shall be liable in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent as well as in cases of culpably caused injury to life, body or health in accordance with the statutory provisions. However, in cases of gross negligence, our liability as contractor shall be limited to the foreseeable damage typical for the contract, unless another of the exceptional cases listed in the first and third sentences of this paragraph applies at the same time. Otherwise, we shall only be liable under the German Product Liability Act for culpable breach of cardinal obligations (cardinal obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the contractual partner may regularly rely) or insofar as we have fraudulently concealed the defect or assumed a guarantee for the quality of the delivery item. However, the claim for damages for the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, unless another of the exceptional cases listed in the first and third sentences of this paragraph applies at the same time.
2) The provisions of the preceding paragraph shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, in particular due to defects, the breach of duties arising from the obligation or from tort. They shall also apply to the claim for reimbursement of futile expenses. Liability for delay and impossibility shall be determined in accordance with the provisions set out above under "Delivery".
3) The above provisions do not imply a change of the burden of proof to the disadvantage of the customer.
4) Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

7 Retention of title

1) The delivery item shall remain our property until all claims to which we are entitled against our contractual partner arising from the business relationship have been satisfied.
2) Our contractual partner is entitled to process or transform the delivery item ("processing"), which shall be done for us.
3) In the event of the sale of the delivery item, our contractual partner hereby assigns to us by way of security its claims against its purchaser obtained from the resale, including all ancillary rights, without the need for any further special declarations. The assignment shall apply including any current account balance claims. However, the assignment shall only apply to the amount corresponding to the price of the delivery item invoiced by us. The share of the claim assigned to us shall be satisfied with priority.
4) If our contractual partner combines the delivery item with real estate, it shall also assign its claim to which it is entitled as remuneration for the combination to the amount corresponding to the price of the delivery item invoiced to us, without any further special declarations being required.
5) Until revoked, our contractual partner is authorised to collect the assigned claims. Our contractual partner shall immediately forward to us payments made on the assigned claims up to the amount of the secured claim. In the event of justified interests, in particular in the event of default in payment, cessation of payment, opening of insolvency proceedings or justified indications of over-indebtedness or imminent insolvency of our contractual partner, we shall be entitled to revoke the collection authority of our contractual partner. In addition, after prior warning and observance of a reasonable period of time, we may disclose the assignment by way of security, realize the assigned claims, and demand disclosure of the assignment by way of security to the purchasers.
6) If a justified interest is substantiated, our contractual partner shall provide us with the information required to assert its rights against the purchaser and hand over the necessary documents.
7) While the reservation of title remains in effect, our contractual partner is prohibited from pledging or transferring ownership by way of security. In the event of seizure, confiscation or other dispositions or interventions by third parties, it must notify us immediately. The resale of the delivery item or the new goods is only permitted to resellers in the ordinary course of business and only under the conditions that payment of the countervalue of the delivery item is made to our contractual partner. The contractual partner shall also agree with the customer that the customer shall acquire ownership only upon such payment.
8) Insofar as the realizable value of all security interests to which our contractual partner is entitled exceeds the amount of all secured claims by more than 10%, we shall release a corresponding part of the security interests at the request of our contractual partner. It shall be presumed that the conditions of the preceding sentence are met if the estimated value of the securities to which our contractual partner is entitled reaches or exceeds 150% of the value of the secured claims. We are entitled to choose between various security interests when releasing them.
9) In the event of breaches of duty by our contractual partner, in particular in the event of default in payment, we shall be entitled, even without setting a deadline, to demand the surrender of the delivery item and/or – if necessary after setting a deadline – to withdraw from the contract; our contractual partner shall be obliged to surrender the delivery item. The demand for return of the delivery item does not constitute a declaration of withdrawal, unless this is expressly declared.

8 Final clauses

1) The contract and the entire legal relationship between the parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2) In the event of any disputes arising from the contractual relationship, the action shall be brought before the court having jurisdiction over our registered office. We are also entitled to sue our partner at the court of its domicile.
3) Place of performance and fulfilment is our place of business,

in case of doubt Bad Berleburg, Germany.

4) Judicial and extrajudicial costs of legal prosecution abroad, in particular in the event of default in payment, shall be borne by our contractual partner.
5) Should any of the above provisions be invalid or should a loophole be found, the invalid provision shall be replaced or the loophole filled by a valid provision that comes as close as possible to the economic purpose of the invalid provision.
6) Status of these Terms and Conditions: 06.2025.