

Terms and Conditions

1. General

All our business transactions are conducted under the terms and conditions listed below. They are subject to change without prior notice. Invalidation of singular terms does not render the remainder invalid. Individual conflicting agreements have to be confirmed in writing. We reserve the right to change technical specifications without prior notice.

2. Offers

Unless otherwise specified our offers remain open with the reservation of errors.

3. Orders

With placement of the order the customer accepts our "Terms and Conditions" exclusively. Customer's terms do not apply even if made reference to in the order. Even without written consent our "Terms and Conditions" are legally accepted by the customer unless formally protested within 14 days of reception. Rights and obligations out of a sales contract may only be transferred to a third party with our written consent; special conditions may apply.

With the reception of our order confirmation the order becomes final and binding thus constituting a sales contract.

4. Prices

The prices quoted in our offers are valid for 6 weeks unless stated otherwise. The prices stated in our order confirmation are final irrespective of the agreed or actual delivery date. Additional services (i. e. shipping and handling, special delivery etc.) will be charged additionally. Insurance, taxes and customs are at the customer's expense.

5. Payments

A down payment of 35 % of the final balance is due within 10 days of our order confirmation. Noncompliance may result in delayed delivery; in extreme cases we reserve the right to resign from the sales contract.

Our product will not be delivered before the final balance has been received in full.

6. Delivery

Orders will be processed as soon as possible. Mandatory delivery dates will have to be agreed upon and confirmed by us in writing. In general delivery will take place at our factory. If desired, special delivery, shipping and handling will be conducted according to the customer's specification, in his name, at his expense and risk.

7. Delayed delivery

In case of failure to deliver the product on time, the customer can only claim compensation for late deliveries in case of proven gross negligence or intention, however he may submit in writing an appropriate deadline for delivery after which he has the right to resign from the sales contract. If the delay was caused by circumstances beyond our control, the deadline will be extended accordingly.

8. Complaints

Complaints regarding our products within the warranty period can only be corrected / compensated if immediately brought to our attention. Faulty components will be repaired or replaced at our discretion. If a valid complaint is not corrected within an appropriate time frame, the customer has the right to return the product at his expense and resign from the sales contract. Any further compensation cannot be claimed.

If repair or replacement is impossible, impracticable or causes an undue burden to either party, the customer may demand financial compensation. If an agreement about the amount cannot be obtained, the customer has the right to return the product at his expense and resign from the sales contract.

A complaint is void if its subject is caused by improper use or manipulation / repair by unauthorized personnel.

Any return deliveries have to be authorized by us in writing.

9. Transfer of Ownership

Delivered products remain our property until the full balance is received. Sale or use as safety deposit is prohibited. Seizure or any other circumstances endangering our property have to be brought to our attention immediately. We reserve the right to seize our property from the customer's possession in case the final payment is not forwarded or unduly delayed.

10. Jurisdiction

All sales are governed by German law under jurisdiction in D-55444 Waldlaubersheim, Germany.