§ 1 General Provisions
(1) Even without explicit reference during negotiations, all of our deliveries, services and offers are made exclusively on the basis of these conditions. We do not recognise conflicting terms even if we do not expressly object to them or if we refer to written statements from the contracting party referring to the same content. The delivery deadline is only definitive if we expressly confirm it. The company reserves the right to make standard technical and constructive changes to the delivery items, as long as they do not affect the customer unreasonably and as long as they do not affect the usability of the purchased item.

(2) Our order is non-binding until the contract is concluded.

(3) We reserve the property rights and copyrights to drawings, samples, cost estimates and similar tangible or intangible corporate objects. They must always be kept strictly confidential. They may not be made available to third parties without our consent. In case of violation of these obligations, the purchaser is fully liable to us in accordance with statutory provisions. Reference our name in advertising and similar is only permitted after prior approval.

(4) The products offered by us are not designed or intended by default for installation in the aerospace or nuclear plant radiation sectors in accordance with the Atomic Energy Act. If these standard products are nevertheless installed in the referenced areas, then the seller is not liable for any damages.

§ 2 Offer, Conclusion of Contract and Documents
(1) Our sales staff is not authorised to make verbal side agreements or assurances that go beyond the content of the written contract. Any and all agreements of this contract are documented in the written contract. Oral side agreements do not exist.

(2) The order is not binding, unless their binding force was expressly promised. Information regarding the delivery object (e.g. technical data, tolerances, dimensions, weights, etc.) and its representation are mere descriptions and designations that are only binding if we expressly confirm a different content. The right to make standard technical and constructive changes to the delivery items, as long as they do not affect the customer unreasonably and as long as they do not affect the usability of the purchased item.

(3) Our price is non-binding until the contract is concluded.

(4) We reserve the property rights and copyrights to drawings, samples, cost estimates and similar tangible or intangible corporate objects. They must always be kept strictly confidential. They may not be made available to third parties without our consent. In case of violation of these obligations, the purchaser is fully liable to us in accordance with statutory provisions. Reference our name in advertising and similar is only permitted after prior approval.

(5) The products offered by us are not designed or intended by default for installation in the aerospace or nuclear plant radiation sectors in accordance with the Atomic Energy Act. If these standard products are nevertheless installed in the referenced areas, then the seller is not liable for any damages.

(6) The retention of title also extends to the full value of the products resulting from the processing, mixing or other legal reasons (in particular from insurance or unauthorised acts) in the amount of the purchased goods; however, he hereby assigns to us all claims arising from the resale, processing, replacement parts, such as motors, control units, etc., even if they are installed, since they are not essential components as defined in § 85 of the German Civil Code (BGB). If a cheque/bill-of-exchange procedure is carried out, our retention of title continues even after the check has been paid until our release from the bill of exchange liability. In the event of change of ownership or ownership relationship (business relationship), we retain ownership until all payments from the existing current account relationship have been received; the reservation relates to the recognised balance; in these cases the provisions of § 7 apply accordingly.

(7) In case of breach of contract by the purchaser, in particular in case of payment default, we are entitled to take back the goods after unsuccessful deadline setting. The mere retention shall be considered a rescission from the contract only if a reasonable date for performance set by the purchaser is missed. The goods shall be charged the costs incurred by the retention in consideration of the return of the goods.

(8) All deliveries are based on the condition that they are not subject to any restrictions resulting from laws, regulations, in particular as a result of export control regulations, embargoes, and other sanctions. Delivery delays caused by export inspections or approval procedures invalidate deadlines and delivery times. If required permits are not issued by the competent authorities in due time, the delivery items are not due for decision. Claims for damages arising from this situation or due to the delivery delays mentioned above are excluded.

For call orders, we are entitled to produce the entire order quantity as a closed quantity or to ship it produced as such. Any change requests can no longer be considered after placing the order, unless this has been expressly agreed. If no firm agreements have been made, call-off dates and quantities can only be fulfilled according to our delivery or production options. If the goods are delivered under retention of title and the contract is not concluded, we are entitled to mark them as delivered after the expiry of a reasonable grace period.

§ 5 Delivery Modalities and Delivery Obstacles
(1) The delivery period begins with the dispatch of the order confirmation, or alternatively, the invoice, the price (without deduction) is due within 10 days of the invoice date.

(2) If the customer is in payment default, we are entitled to charge interest on arrears in the amount of 9 percentage points above the base rate. We shall be entitled to prove and invoice regularly for the amount charged. If the account is not paid in full, we can revoke any agreed upon rebates, discounts and other benefits. We are entitled to make further deliveries only upon prepayment.

(3) For manufactured goods, excess and short deliveries of up to 10% of the completed quantity are permitted unless otherwise agreed within delivery. If individual cost component increases while others decrease, this should also be taken into consideration when forming the new price. If no prices have been agreed at the time of concluding the contract, our prices valid on the day of delivery apply.

§ 4 Payment Terms
(1) Unless otherwise stated in the order confirmation (or alternatively, the invoice), the price (without deduction) is due within 10 days of the invoice date.

(2) If the customer is in payment default, we are entitled to charge interest on arrears in the amount of 9 percentage points above the base rate. We shall be entitled to prove and invoice regularly for the amount charged. If the account is not paid in full, we can revoke any agreed upon rebates, discounts and other benefits. We are entitled to make further deliveries only upon prepayment.

(3) The delivery deadline is met if the delivery item has left the factory by the deadline date, which itself is four months after the conclusion of the contract, we reserve the right to adjust the price according to the customer's information. The price increase can only be asserted by us within two months of the occurrence of said price increase.

(4) Payment is only available to the customer if the counterclaims are legally established, ready for decision, recognised by us or undisputed.

(5) We are entitled to assign claims against the purchaser to third parties or to sell them by means of factoring.

(6) The retention of title also extends to the full value of the products resulting from the processing, mixing or other legal reasons (in particular from insurance or unauthorised acts) in the amount of the purchased goods; however, he hereby assigns to us all claims arising from the resale, processing, replacement parts, such as motors, control units, etc., even if they are installed, since they are not essential components as defined in § 85 of the German Civil Code (BGB). If a cheque/bill-of-exchange procedure is carried out, our retention of title continues even after the check has been paid until our release from the bill of exchange liability. In the event of change of ownership or ownership relationship (business relationship), we retain ownership until all payments from the existing current account relationship have been received; the reservation relates to the recognised balance; in these cases the provisions of § 7 apply accordingly.

(7) In case of breach of contract by the purchaser, in particular in case of payment default, we are entitled to take back the goods after unsuccessful deadline setting. The mere retention shall be considered a rescission from the contract only if a reasonable date for performance set by the purchaser is missed. The goods shall be charged the costs incurred by the retention in consideration of the return of the goods.

(8) All deliveries are based on the condition that they are not subject to any restrictions resulting from laws, regulations, in particular as a result of export control regulations, embargoes, and other sanctions. Delivery delays caused by export inspections or approval procedures invalidate deadlines and delivery times. If required permits are not issued by the competent authorities in due time, the delivery items are not due for decision. Claims for damages arising from this situation or due to the delivery delays mentioned above are excluded.

For call orders, we are entitled to produce the entire order quantity as a closed quantity or to ship it produced as such. Any change requests can no longer be considered after placing the order, unless this has been expressly agreed. If no firm agreements have been made, call-off dates and quantities can only be fulfilled according to our delivery or production options. If the goods are delivered under retention of title and the contract is not concluded, we are entitled to mark them as delivered after the expiry of a reasonable grace period.
ownership in proportion to the objective values of these goods; it is hereby already agreed that in this case the customer shall carefully store the goods for us. If our reserved goods are combined with other movable items to form a single item or are inseparably mixed, and if the other item is to be regarded as the main item, the purchaser assigns pro rata co-ownership to us asfar as the main item belongs to him. The purchaser shall thereafter maintain the resulting (co-)ownership for us. Otherwise, just like with goods delivered under retention of title, the same applies to the resulting goods. (7) The purchaser shall also assign to us the securities for receiving our receivables against the purchaser that accrue against a third party by connecting the goods with real property. The assignment is done with rank before the rest. (8) The collateral to which we are entitled shall not be taken into account as far as the value of our collateral exceeds the nominal value of the receivables to be secured by 50%; it will be our decision whether collateral will be used in this respect. (9) If the validity of the retention of title in the country of destination is subject to special conditions or special formalities, the purchaser shall ensure that they are fulfilled. § 6 Material and Legal Liability for Defects (1) If the purchaser is a merchant, we are liable as follows for defects during delivery, but only in case of proper fulfillment of the inspection and notification obligations from § 377 HGB (the complaint must be made in writing): (a) As long as the buyer does not give us the opportunity to convince us of the defect, and especially if he does not make the rejected goods or samples available upon request, he cannot claim defects of the goods. (b) If there is a defect in the purchased item, we shall be entitled, at our discretion, to remedy the defect or deliver a defect-free replacement item (supplementary performance). The prerequisite for this is that the defect is significant. If either or both of these remedies are impossible or disproportionate, we are entitled to refuse them. We can refuse supplementary performance, as long as the purchaser has not fulfilled his payment obligations towards us to the extent that this corresponds to the defect-free part of the service. If we provide supplementary performance, we shall only bear the expenses up to the amount of the purchase price, insofar as these are not increased by the fact that the purchased item was transported to a place other than the place of fulfillment. We shall bear the expenses required for the supplementary performance, in particular transport, travel, labour and material costs; cost reimbursement shall be excluded if the transfer of the thing to the buyer is impossible due to the place of fulfillment. (c) If the supplementary performance referred to in paragraph 1 is impossible or fails, the purchaser has the option of either reducing the purchase price accordingly or rescinding the contract in accordance with the statutory provisions; this applies in particular to the culpable delay or refusal of supplementary performance, even if this fails for the second time. Further claims of the purchaser for whatever legal reason are excluded or limited according to § 9. (4) There is no guarantee for damages for the following reasons: incorrect or improper use, faulty installation by the customer or third parties, wear and tear, faulty or negligent treatment, excessive use, unsuitable equipment, defective construction, unsuitable ground, chemical, electro-chemical or electrical impacts (insofar as they are not caused by us) incorrect changes, maintenance and repair work undertaken by the contractual partner or third parties without our approval. (5) Claims for defects become statute-barred one year after delivery of the sales object, insofar as they are claims for which there is limited liability according to §§ 8 or 9. If a product is used for a building, in conjunction with its customary use, and has caused it to be defective, it will only become statute-barred after five years. Claims to abatement and exercising the right of withdrawal are excluded insofar as the claim to subsequent performance is barred by the statute of limitations. However, in the case outlined in sentence 3, the purchaser may refuse payment of the purchase price insofar as he would be entitled to do so due to the withdrawal or the reduction; in case of rescission and subsequent refusal to pay, we are entitled to withdraw from the contract. Reversal of the burden of proof is not intended. (6) Assurances and guarantees are only valid if we grant them expressly and in writing. § 9 Withdrawal by the Purchaser and Other Liabilities on Our Part (1) The customer's legal right of withdrawal shall neither be excluded nor limited, except for the cases outlined in § 8. Likewise, legal or contractual rights and claims to which we are entitled shall neither be excluded nor limited. (2) We are only fully liable for intent and gross negligence (including our legal representatives and vicarious agents) and for injury to life, limb and health. Likewise, we are fully liable for the delivery of guarantees and assurances, if such a defect triggers our liability. There is also no limitation with regard to liability for hazardous situations (in particular under the Product Liability Act). Any potential liability according to the principles of recourse of the entrepreneur according to §§ 478 I f. of the BGB remains unaffected. (3) In cases of other culpable violations of essential contractual obligations (material contractual obligations, see paragraph 8 sentence 2), our remaining liability is limited to the typical contractually foreseeable damage. (4) Otherwise, liability is excluded, regardless of the legal reason (in particular claims arising from the violation of main and secondary contractual obligations, tort and other tortious liability). (5) The same (exclusions, limitation and exceptions) applies to claims arising from faults arising at the conclusion of the contract. (6) For reimbursement of expenses (with the exception of the case according to § 439 I, 635 I BGB) § 9 applies accordingly. (7) An essential prerequisite for our liability also affects our legal representatives and vicarious agents. (8) A reversal of the burden of proof is not intended. Material contractual obligations are es- sential contractual obligations, i.e., those obligations that give the contract its character and on which the contracting party may rely; these are the essential rights and obligations that create the conditions for fulfillment of the contract and which are indispensable for the achievement of the purpose of the contract. § 10 Test Components, Moulds, Tools (1) If the purchaser has to provide parts for the fulfillment of the order, then they must be deliv- ered on time to the agreed place of delivery with a reasonable surplus quantity to cover poten- tially defective goods, free of charge and faultlessly. If this does not happen, any resulting costs and other consequences will be borne by him. (2) The production of test parts including the costs for moulds and tools shall be borne by the purchaser. (3) Property rights to moulds, tools and other equipment required for the manufacture of ordered parts are governed by the terms of the agreements. (4) For tools, moulds and other manufacturing devices provided for the purchaser, our liability is limited to the care as in our own case. Costs for maintenance and care are borne by the buyer. Our retention obligation expires (irrespective of the purchaser's ownership rights) no later than two years after the last production from the mould or tool. § 11 Place of Fulfillment, Jurisdiction, Applicable Law, Contract Language and Burden of Proof Distribution (1) Place of fulfillment is the place of dispatch (plant or storage location). (2) The place of jurisdiction is our registered place of business, provided that the customer is also a merchant, a merchant under public law or a special fund under public law. The same applies if the purchaser does not have a general place of jurisdiction in Germany, he relocates his headquarters abroad after conclusion of the contract or his registered office is not known at the time the complaint is filed. We are also entitled to sue the purchaser at other permissible places of jurisdiction. (3) With regard to all claims and rights arising from this contract, the law of the Federal Republic of Germany shall apply. German Civil Code (BGB), German Commercial Code (HGB). The valid- ity of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions of the EGBGB are expressly excluded. The contract language is German. (4) None of the agreed clauses in the entire terms and conditions is intended to change the legal or judicial burden of proof distribution. § 12 Registration and Data Protection The conclusion of contracts with us via our webshop necessitates that the business partner regis- ters on our website with the personal data required there and declares his consent to the validity of our General Terms and Conditions (GTC). Only persons with unlimited legal capacity are eligible for registration. A claim for access does not exist. Upon registering, the business partner chooses a personal username and password according to the registration form on our website. The password must be kept secret by the business partner and may not be disclosed to third parties. Apart from the aforementioned obligations, no other obligations are tied to the business partner's registration on our website, and registration is free of charge for the business partner. Our business partner can ask for his registration to be deleted at any time. Changes can be made online via the registration forms included on our website. The personal data entered by the business partner during the registration process will be used by us exclusively for the preparation and conclusion of the contracts between us and the business partner and will be handled in accordance with the provisions of data protection legislation. § 13 Export Proviso Clause There may be restrictions on the delivery of goods and services as well as actions in advance, in particular in accordance with applicable export control regulations. The customer is obligated to inform us in good time of all information required by us in order to check the final destination, including final use. The validity of an offer, an order confirmation and the fulfillment of a contract is dependent on the contract. The validity of an offer, an order confirmation and the fulfillment of a contract is dependent on the contract. The customer is obligated to inform us in good time of all information required by us in order to check the final destination, including final use. The validity of an offer, an order confirmation and the fulfillment of a contract is dependent on the contract. If the required official approvals are not issued or if the contract cannot be fulfilled at the time of delivery due to an applicable provision referred to above, the offer, order confirmation or con- tract shall be deemed not to have been concluded with respect to the section concerned. The customer is not entitled to assert claims for damages if fulfillment is not possible, or only possible after a delay, due to one of the obstacles referred to above. If the customer intends to resell or ship goods acquired from us, he is obligated to check in good time and at his own responsibility whether any restrictions apply to this, including restrictions under applicable export control law, etc. Restrictions may need to be considered not only with respect to embargo countries but, depending on their classification and final destination, also their domestic resale. § 14 Other Provisions (1) Changes to the contract can only take effect based on our agreement. (2) Should individual provisions of these conditions be wholly or partially invalid or void, the remaining provisions shall remain unaffected. The contracting parties undertake to agree to a provision which comes closest to the meaning and economic objective pursued by the invalid or void provision. (3) We process all data of the customer exclusively for business purposes and according to the provisions of the applicable data protection regulations. Upon request, the purchaser also has a decision which collateral is released in this respect. (4) Other terminologies and regulations are gender-neutral and otherwise non-discriminatory in the sense of the General Equal Treatment Act (AGG).