

Business- and delivery terms

§ 1 General scope

1. Our deliveries and services shall be provided to merchants, legal entities under public law and special funds under public law exclusively on the basis of these Terms & Conditions.
2. Terms & conditions of the Customer that contradict or deviate from our Terms & Conditions shall not be recognised, unless we have expressly agreed to their application. Our Terms & Conditions shall also apply if we perform the delivery to the Customer without reservation in the knowledge of terms & conditions of the Customer that contradict or deviate from our Terms & Conditions.
3. Insofar as we perform assembly on-site, the General Terms & Conditions of Assembly shall also apply.

§ 2 Conclusion of contract

All contracts and agreements require our written order confirmation in order to be considered valid.

§ 3 Prices

1. We are bound to the contractually agreed prices for our delivery. Statutory value added tax is not included in our prices. It shall be listed separately on the invoice in the statutory amount on the day of invoicing.
2. Prices should be considered strictly net, from our registered office.
3. Transport and packaging shall be invoiced separately.

§ 4 Delivery and performance times

1. We undertake to comply with an agreed delivery or assembly time, which must be given in writing.
2. In the event of force majeure or other unforeseen, extraordinary circumstances for which we are not responsible, e.g. strike, lock-out, official intervention, energy supply problems, failure to deliver on the part of our upstream suppliers, etc. – including if such circumstances occur with our upstream suppliers – the delivery deadline shall be extended by a reasonable period if we are unable to fulfil our obligation on time. If the aforementioned circumstances render the delivery or performance impossible or unreasonable, we shall be released from our obligation to supply.
3. Insofar as the delay in delivery due to the reasons cited under 2. lasts longer than 2 months, the Customer shall be entitled to withdraw from the contract. Should the delivery time be extended, or should we be released from the obligation to supply, the Customer shall not be able to derive any claims for compensation for damages. We shall only be able to invoke the aforementioned circumstances if we inform the Customer immediately.
4. Should we be behind on the delivery, we shall provide compensation in accordance with the statutory provisions, up to a maximum of 5 % of the invoice value; the statutory regulations shall apply in the case of gross negligence or intent.
5. In the event of delays in delivery for which we are responsible, the Customer undertakes to grant us a reasonable grace period of 18 working days, which shall begin upon informing us of granting the grace period. The Customer shall only be due claims for compensation for damages on account of failure to perform in the amount of the foreseeable damage if the delay is due to intent or gross negligence; otherwise (in the case of ordinary negligence), our liability for compensation shall be limited to 50 % of the damage incurred and compensation for direct damage.
6. The liability limitations as per 4. and 5. shall not apply insofar as a fixed-date commercial transaction has been agreed; the same shall apply if, due to a delay for which we are responsible, the Customer can assert that his interest in fulfilment of the contract no longer applies. Fixed-date transactions must be expressly indicated as such by the Customer.
7. We shall be entitled to render partial deliveries and partial performances at any time.

§ 5 Shipping and transfer of risk

1. If no on-site assembly has been agreed, the risk shall be transferred to the Customer as soon as the consignment has been handed over to the person providing transport or has left our registered office for shipping. If shipping is delayed at the Customer's request, the risk shall be transferred to him upon notification of the consignment's readiness for dispatch.
2. Should the Customer so wish, deliveries can be insured in his name and on his account.
3. In the case of deliveries with on-site assembly, the risk of accidental damage to delivered but unassembled parts stored temporarily with the Customer shall be transferred to the Customer as soon as the consignment has been handed over to the person providing transport or has left our registered office for shipping.

§ 6 Warranty

1. The Customer must inform us of defects immediately in writing, at the latest within 1 week of receiving the goods or accepting the assembly. Defects that cannot be discovered within this period of time, even upon careful inspection, must be reported to us immediately upon discovery. The Customer must grant us a reasonable period in which to remedy the defects.
2. Insofar as the product contains a defect for which we are responsible, we shall be entitled and obligated to choose to either carry out subsequent improvement, eliminate the defect or provide a replacement.
3. If we are unwilling or unable to carry out subsequent improvement, remedy the defect or provide a replacement, if such service is delayed beyond a reasonable period of time for reasons for which we are responsible or if the remedying of the defect or provision of a replacement fails for any other reason, the Customer shall be entitled to choose to either rescind the contract or reduce the remuneration.
4. The warranty period shall be 6 months for all moving parts, piping material and suction funnels; otherwise, it shall be 12 months. It shall begin upon dispatch of the goods or acceptance of the assembly.

§ 7 Liability

1. Unless otherwise stated below, further claims on the part of the Customer – on whatever legal grounds – shall be excluded. This shall apply to all claims relating to fault in conclusion of the contract, positive breach of contract and tort. In the event of slight negligence, we shall only be liable if essential contractual obligations are violated, and for the damage foreseeable upon conclusion of the contract.
2. The aforementioned disclaimer of liability shall not apply if the cause of the damage relates to intent or gross negligence. However, in the event of gross negligence we shall only be liable for foreseeable damage. The disclaimer shall also not apply if the Customer asserts claims for compensation for damages due to non-fulfilment in accordance with §§ 480 II, 463 and 637 of the German civil code (BGB). Further, it shall not apply in the case of claims in accordance with § 1.4 of the product liability act (ProdHaftG) and initial inability or impossibility for which we can be held responsible.

§ 8 Retention of ownership

1. We shall retain ownership of all delivered and assembled goods until receipt of all payments under the business relationship with the Customer. In the event of default on the part of the Customer that violates the contract, particularly default on payment, we shall be entitled to take back goods that have not been paid for at the cost of the Customer. We shall be able to take back, demand surrender of or seize the goods regardless of withdrawal from the contract (§ 449 Para. 2 BGB shall not apply). We shall be entitled to sell the goods after taking them back.
2. The Customer must form us immediately in writing of any seizure or other interference with the goods to which we retain ownership by third parties.
3. The Customer shall be entitled to sell on the goods as part of normal business operations. The Customer hereby fully cedes to us all receivables that arise for him from selling on the goods. The Customer shall remain empowered to collect these receivables after cession. The power to collect may be withdrawn for just cause. In such cases, we may demand that the Customer provides us with comprehensive information so that we may collect the ceded receivables. Transfer of ownership by way of security is not permitted.
4. Processing and transformation always happen for us as a manufacturer, but with no obligation for us. Should our (co-) ownership expire due to combining, it is hereby agreed that the (co-) ownership of the Customer in the combined item shall be transferred to us in accordance with the proportion of value (invoice value). The Customer shall grant us (co-) ownership free of charge.
5. We undertake to release the securities that we are due at the request of the Customer, insofar as the value of our securities exceeds the receivables to be secured by more than 20 %; we shall be responsible for selecting the securities to be released.

§ 9 Payment, due date, offsetting and cession

1. Unless otherwise agreed in writing, the invoice amount shall be due upon receipt of the goods or acceptance of the assembly without any cash discount. The payment must be made at the cost – in particular, free of banking fees – and risk of the Customer. Cheques and bills of exchange shall only be accepted as conditional payment; bills of exchange only upon separate agreement. Further, they shall only be accepted upon reimbursement of the banking, discount and collection fees. Bills of exchange and bills of acceptance with a term of more than 45 days shall not be accepted.
2. Despite terms & conditions of the Customer to the contrary, we shall be entitled to initially offset payments against his older debt. If costs and interest have already arisen, we shall be entitled to first offset the payments against the costs, then against the interest and finally against the main receivable.
3. The Customer shall only have offsetting rights and rights of retention if his counter-claims are legally determined, uncontested or recognised by us. Further, the Customer shall only be entitled to exercise a right of retention to the extent that his counter-claim applies to the same contractual relationship.
4. If the Customer is in default on a due payment to a considerable extent, or should his financial situation deteriorate considerably, we shall be entitled to demand payment before dispatch of goods for outstanding deliveries under any current contract, which shall involve cancellation of the period originally allowed for payment.
5. We shall not be obligated to make any further delivery under any current contract before complete payment of due invoice amounts, including default interest.
6. We shall be entitled to cede the payment claims resulting from the contractual relationship to third parties.

§ 10 Place of fulfilment, place of jurisdiction, partial invalidity, applicable law

1. The place of performance for all performance under the delivery contract is our registered office in Hagen.
2. Insofar as the Customer is a registered merchant within the meaning of the German commercial code (HGB), Hagen shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. § 689 of the German code of civil procedure (ZPO) shall remain unaffected. Otherwise, the statutory provisions shall apply.
3. Should a provision of these Terms & Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to reach an agreement that comes as close as possible to the economic purpose of the invalid provision.

The law of the Federal Republic of Germany shall apply exclusively to these Terms & Conditions and the entire legal relationship between us and the Customer.

As at June 2014