1. Area of Application

These Terms apply only to business transactions as defined in § 210 German Civil Code (BGB). The following delivery and payment terms apply to all our contracts, deliveries and other services, unless modified or agreed otherwise with our express written consent. Our Terms apply, in particular, if we undertake deliveries or services without attaching conditions in spite of being aware of our customer’s deviating terms. The general business terms of our contractual partner apply only if we confirm the same in writing. Our Terms apply to all future contracts, deliveries and services even if the text thereof is not sent to our contractual partner with each new quotation or confirmation of order.

2. Offer and Conclusion of the Contract

Our quotations are without obligation. Contracts and other agreements become binding only after we confirm them in writing or undertake the delivery or service. All agreements between ourselves and our customer must be made with the consent of entering into the contract. Agreements made between our customers and our employees or representatives during or after conclusion of the contract require our written confirmation in order to be valid; the power of representation of our employees and representatives is limited to that extent.

Supplements, alterations and ancillary agreements to this contract must also be made in writing. This also applies to any cancellation of the requirement for the written form.

3. Prices, Price Increase, Payment

Our prices do not include value added tax, which the Buyer must pay at the relevant statutory rate.

If, in the case of orders to be performed within at least 6 more weeks after conclusion of the contract, there is a rise in our raw materials prices or the price of the goods that are not based on the same contractual relationship, unless we have acknowledged such claims or they have been judicially confirmed as final and non-appealable.

We may increase the purchase prices and/or the wages or salary rates applicable to our company between conclusion of the contract and the performance, however, this only with regard to the part of the contract that we have not yet performed.

We are entitled to undertake part deliveries and invoice them separately.

7. Default, Exclusion of Obligation to Perform

If we are in default with delivery, or if our obligation to perform is excluded under § 275 Civil Code (BGB), we shall be only subject to the conditions and in the scope defined in Article 11, however, with the following additional stipulations:

If we are in default with delivery and if there is merely a case of slight negligence on our part, claims for compensation for damages of our customer are limited to a flat-rate sum of default damages equal to 1% of the value of the goods for delivery for each week of delay, however, a maximum of 8% of the value of the goods for delivery, in which case we reserve the right to prove the right to no damages or that lesser damages were suffered as a consequence of default in delivery.

In the event of default on our part, the customer may declare that the damage in lieu of performance only if the customer has previously set us a reasonable additional period of time for performance of at least 4 weeks, whereby the customer has the right to grant us a reasonable period of less than four weeks in individual cases if an additional period of delay of at least 4 weeks is unacceptable to that customer. Any right of the customer to claim damages available to the customer is always limited to the period of the contract not yet performed.

Claims against us for damages based on default or exclusion of the obligation to perform under § 275 BGB became time-barred one year after the statutory limitation period commences.

The aforementioned stipulations do not apply if it is a matter of damages resulting from injury to life, bodily injury or harm to the health of our contractual partner or damages due to an intentional or grossly negligent breach of duty on the part of ourselves, our representatives or agents. Furthermore, they do not apply in the event of default if a fixed transaction has been agreed.

8. Default in Acceptance by our Contractual Partner

If our contractual partner is entirely or partly in default with the acceptance of our services, then, after we have set a reasonable additional period of time, if we are of the opinion that we shall refuse to allow the customer to accept our services after the deadline expires, and after this deadline has expired without results, we are entitled to withdraw from the contract or claim compensation for damages in lieu of performance, however, only with regard to the part of the contract we have not yet performed.

Our statutory rights remain unaffected in the event of a default in acceptance on the part of our customer. The customer must refund to us any storage costs, warehouse rental charges and insurance costs for goods that we take into storage.


If our customer wishes to cancel an order placed and if we consent to its cancellation or if we take back goods that we have delivered for reasons or for which the customer is not responsible, we shall be entitled to charge the Buyer for the full purchase price and/or the wages or salary rates applicable to our company at the time of delivery.

Our representations concerning dimensions, characteristics and intended purpose of use of our products are for description only and constitute no warranty of these characteristics.

In the event of technical necessity, we reserve the right to deliver the goods ordered with deviations in quality or appearance to the extent to be notified, unless we have acted maliciously.

In the event of default if a fixed transaction has been agreed.

11. Liability for Defects and Compensation for Damages

Claims of our customer based on defects in the goods are conditional upon the customer duly performing the duties of inspection and notification of defects incumbent upon it under § 377 and § 378 Commercial Code (HGB), in which case the complaint must be submitted in writing.

If our customer fails to submit a complaint in due form and on time, it may no longer make any claims in respect of the respective complaints to be notified, unless we are notified distinctly.

Claims of our customer based on defects in the goods delivered by us become time-barred one year after delivery of the goods. However, the statutory period still applies for compensation for damages and a right to refund of expenses under § 437 (3) Civil Code (BGB) when it is a matter of damages resulting from injury to life, bodily injury or harm to our contractual partner or damages resulting from an intentionally or grossly negligent breach of duty on our part or the part of one of our statutory representatives or agents.

The rights available to our customer as a result of defects in the goods are governed by the statutory provisions subjacent to the proviso that our customer may only use a reasonable period of time at least 4 weeks for subsequent performance, in which case the customer has the right in individual cases to grant us a reasonable period of less than four weeks if the customer can prove that a period for subsequent performance at least 4 weeks is unacceptable to that customer.

The period for subsequent performance does not, in any case, start to run before the point in time at which our customer has returned the defective goods to us, in which case we pay the costs of return shipment.

If any part of the goods delivered by us are defective to the extent of our contractual partner to require rescission of the contract or compensation for damages in lieu of performance is limited to the defective portion of the consignment, unless this limitation is impossible or could reasonably be expected of our contractual partner.

There is no exclusion or limitation of our liability for damages for harm to life, bodily injury or harm to our contractual partner resulting from a breach of duty for which we are at fault.

We are liable for other damages suffered by our contractual partner, only if they are due to an intentional or grossly negligent breach of duty or to our claim that we are in default with the performance, however, this only with regard to the part of the contract that we have not yet performed.
12. Producer Liability
Our contractual partners must indemnify us against all claims for damages brought by third parties based on the provisions regarding tort, product liability or by reason of other provisions for faults or defects in the products manufactured or delivered by ourselves or by our contractual partner insofar as such claims would also be justified against our contractual partner or are no longer justified merely because the claims have meanwhile become statute-barred, or because the sold or processed goods have been handed over to the customer, unless the customer has indemnified us against the costs of legal disputes that are brought against us on the basis of such claims. Insofar as the claims brought against us are justified or no longer justified merely as a result of meanwhile being statute-barred, or because the sold or processed goods have been handed over to the customer, we are not liable with respect to our prior obligations, these moulds will be used only for the orders of the Buyer. We are obliged to replace any revocation on our part.

18. Assignment
The customer may assign any claims against us of any kind whatsoever only with our written consent.

19. Place of Performance, Court of Jurisdiction, Miscellaneous
Place of performance for all claims between the contractual partners is Wuppertal. Exclusive court of jurisdiction for all disputes arising out of contracts for deliveries, services and payments, including actions involving cheques or bills as well as all disputes arising between the parties, insofar as our contractual partner is a registered merchant, is Wuppertal, in which case we have the right to bring an action against our customer at a different court having jurisdiction for our customer under Article 12 et seq. The relations between the parties are governed solely by the law in application of the Federal Republic of Germany to the exclusion of international law on contracts for the sale of goods, in particular to the exclusion of the UN Convention and other international treaties for the uniformity of contracts for the international sale of goods.

Should any provision of these Terms or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. The invalid provision must be substituted by one which is valid and which achieves as far as possible the economic intention pursued by the invalid provision. The headings are intended as a guide only and have no material significance, in particular have no conclusive effect.