

01. Prices

The indication of price in the price-list is in Euros (€). The prices of the respective last valid price-list are to be considered. The prices are net-prices and do not include the respective effective VAT. The prices are quoted ex works, packing and freight charges re excluded. The prices apply to ordinary quality and size according to the catalogue. If the orderer deviates from these standards, a new price assessment is made by the seller without any explicit previous notice.

02. Offer

The Catalog is a part of our offer. If the seller allows an exceptional offer for a particular product, he is bound to it if the offer at the side of the orderer is accepted within the period of 14 days starting with the day of the offer. Acceptances coming in afterwards do not lead to an obligation.

03. Placing of orders

In placing the order the orderer / purchaser agrees – even without explicit consent – to business conditions.

04. Delivery

Delivery dates and time limits are to be confirmed in written or vocally form. If the time of delivery cannot be met in case of act of nature beyond control (war, strike, business disruption, etc.), the agreed delivery dates or time limits are no longer binding and additionally, in particular cases, the seller / supplier is entitled to withdraw from the execution of the orders or to carry out partial deliveries.

The minimum order value is € 25,- net (national) respectively € 50,- net (foreign countries) below this amount no order processing is executed.

05. Service charge

Service charge for small orders / Outside Germany (foreign country) Our favorable prines oblige us to raise the below noted service charges for small orders (customs form, issuing of customs documents, bank charges), as these costs could not be absorbed by extremely sharp calculation.

	Germany	Foreign countries	
Up to 75,- € net Per order and delivery	15,- €	25,- €	Service charge
Up to 250,- € net Per order and delivery	---	15,- €	Service charge
Up to 500,- € net Per order and delivery	---	10,- €	Service charge

Please try to combine your orders, so that you and we avoid considerable costs.

06. Payment

The payment of the delivery has - unless otherwise noted differently does not agree - to occur 10 days after calculation date with 2% of discount payment or within 30 days. Changes are accepted only in agreement with us. With default are is entitled to require interest with 2% about the respective land minimum lending rate from the invoice amount.

07. Transfer of perils

At the point of transfer to the carrier, the risk is transferred to the orderer / purchaser. This also applies to deliveries free from transportation charges. Unless otherwise agreed, the delivery is effected on account of the purchaser / orderer. On request of the orderer the delivery will be insured at his cost against theft, breakage, transport and fire and water damage as well as against other insurable risks.

08. Property restriction

The supplier / seller retains the ownership of the delivery item / object of purchase until all demands are fulfilled. In case of an agreed partial delivery, all partial deliveries remain in the possession of the supplier / seller until all partial deliveries are paid. The passage of title of the partial deliveries is not effected until after the payment of the last partial delivery. The setting of single demand in a current invoice, as well as the balance drawing and their recognition do not touch the retention of title. The buyer is entitled to the further disposal of the reservation product in the normal business dealings, a pledge or protective conveyance is not permitted to the buyer / customer, nevertheless.

09. Withdrawal

If the orderer / purchaser does not collect the delivery item, the supplier / seller is entitled to allow an additional period of 14 days containing the statement that he refuses to execute the order after expiration of this additional period. After unsuccessful expiration of this extended period, the supplier / seller is entitled to withdraw from the agreement or to demands damage for non-performance by sending a written statement. If the orderer / purchaser seriously and finally refuses to receive the goods, an additional period is not allowed. If the supplier / seller demands damages, the damages amount to 20 % of the order price. The amount of damage is assessed higher or lower, if the supplier / seller proves a higher or the orderer / purchaser a lower damage.

10. Cancellation

If the orderer / purchaser cancels the contract, the written consent of the supplier / seller is needed in order for the cancellation to be valid. When the consent is given, the orderer / purchaser is obliged to compensate the supplier / seller in all costs until that time. In this case, the supplier / seller retains the ownership of drawings, models and so on by himself.

11. Packing

The packing charges are to be taken separately by the purchaser / orderer. The charging is effected at cost price.

12. Custom-fabrication

She requires with order obliging specifications about execution, amount and so on in written form. For technical reasons we reserve ourselves a over delivery or underdelivery of the order amount from up to 20%. Changes or cancelations are possible while the last 3 days after confirmation date. Then changes and cancelations are possible only against calculations of the reached expenses. Special customer models are excluded from the return.

13. Sample consignment

Trial deliveries and sample deliveries are calculated. If you return tools, because of a reason we do not have to take, we calculate used and damaged parts, plus an administrative costs interest of 10% of the invoice amount.

14. Returns

The orderer / purchaser is allowed to return the goods only if a prior written agreement was reached between him and the supplier / seller. Without such a written agreement of the supplier / seller the costs of the return are to be taken by the orderer / purchaser. The supplier / seller is entitled not to accept returns sent freight collect. Custom-fabrication products cannot be returned.

15. Trade-in-credit

If a trade-in-credit is allowed, the amount of the credit arises from the amount of the original invoice less 20 % service charges; however, the service charge is at € 20 minimum. If the goods are returned by virtue of a trade-in-credit agreement, the orderer purchaser has to bear all the accumulated costs

16. Guarantee and liability for defects

We guarantee that the objects of delivery are according to the respective state of the technology without mistakes. We take over no guarantee for the damages which have originated from inexpedient or improper use, nonobservance of application tips or faulty or negligent treatment. Our guarantee is cancelled for objects of delivery which the customer / buyer has changed without our cooperation or our written approval arbitrarily. Evident shortages are prompted to use for registering, at the latest however, in writing 2 weeks after reception of the delivery; otherwise all shortage claims are excluded for this. Additionally §377 / 378 German Commercial Codes are valid in business affairs. The customer / buyer has to send back to us the reprimanded objects of delivery. If the shortage rebuke is raised on time and also is entitled, we will amend to the guarantee after our choice either the objects of delivery, or deliver other perfect goods and take over the forwarding expenses. If the finishing touches or subsequent delivery miss, the customer / buyer can require lowering of the reimbursement or after his choice cancellation of the contract. Can be asserted only against us in those case, also by failed finishing touches or subsequent delivery only against us if intention or culpable negligence is a burden to us or if assured qualities are missing.

17. Legal venue and place of performance

Place of delivery for all liabilities from the contractual relationship is Nuremberg. The jurisdiction for all civil disputes arising from the contractual relationship is Nuremberg. German right is applicable (Civil Code and German Commercial Code). In cross-border transport of delivery is valid German right. The application of the uniform law about the international purchase movables is excluded.

18. Technical modifications

The seller / supplier explicitly reserves the right to make modifications to tools and machines if required. The orderer / purchaser cannot assert any rights from this.

19. Reprint

Reprints of the content of the price list or the catalogue, also in extracts, from pictures or subscriptions need our explicit written previous licence.

With this price list or prices, all former price lists and offers lose their validity. The prices of this list can be changed without previous announcement. The supplier / shop assistant reserves himself to calculate the prices valid during the day to the delivery / alloy surcharges.

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