

General Terms and Conditions

1. Scope

Our general terms and conditions apply to all of our sales transactions and take precedence over any conditions of purchase, which our contractual partner may have.

2. Prices

The prices stipulated include the scope of supply and services stated in the contract. Auxiliary services, which are subsequently agreed to must be paid for separately.

3. Reservation of right of modification

Differences in colour are possible after sale by sample or illustration and, if they are reasonably acceptable to the buyer, do not entitle the buyer to refuse acceptance of the goods or to refuse to pay for them.

4. Delivery times

Delivery times are only binding, when they have been agreed in writing at the time the contract was concluded or have been confirmed by us subsequently in writing.

If, by way of exception, our service is delayed, and after expiration of a reasonable time period for the service, which had been set out in writing by the buyer, the buyer may withdraw from the contract and/or demand compensation instead of performance of the service up to a level laid out in Section 9.

5. Retention of title

Delivered goods remain our property until they have been fully paid for, must be treated with care until this has taken place and may only be ceded to third parties after complete payment.

6. Transfer of risk

The customer holds the risk for paying the entire price, once the goods are delivered, in spite of loss or damage, which occurs subsequently.

7. Default of acceptance by the buyer

If, at the latest, the customer does not accept the goods when a deadline set by us for this expires, we may withdraw from the contract and/or demand compensation.

We charge 25% of the gross contract value as compensation or higher losses to be proven by us. The burden of proof is on the buyer to show, that the damage to us has been lower or there have been no damages incurred.

8. Warranty

Our warranty obligation is in accordance with statutory provisions.

However the buyer is required to prove, that he complied with all instructions for storage and use delivered with the goods.

However we are only responsible for apparent defects, when we are informed about them in writing within 14 calendar days of the date the goods are delivered.

Once the shelf life specified by us for the respective good has expired, the good may no longer be used.

For consumables such as filter glass, illuminants, etc. and for cartridges, dispensing tips and dosing membranes we only guarantee operability at the time the goods are handed over.

Our liability for compensating the buyer is limited in accordance with Section 9 that follows.

9. Liability

In so far as we have to pay compensation, the buyer's claim to this is limited to half of the gross contract value, unless our legal representatives or vicarious agents are charged with premeditation or gross negligence.

Except in cases of premeditation, claims for compensation against us shall become time-barred one year after the beginning of the statutory limitation period.

The above limitation of liability and the limitation period relief does not apply in the case of damages from injury to the life, health or body of the buyer, nor when a deficiency is maliciously kept quiet about or a guarantee of the quality of the good is assumed by us or a particular feature is warranted by us.

We are liable in accordance with statutory guidelines for claims from defects in a structure or in objects, which will be used in a structure in accordance with their usual manner of use and which have caused it to become defective or for planning and monitoring services.

The buyer's claims for damages may not be transferred.

10. Withdrawal of the buyer

A requirement for all of the buyer's withdrawal or rescission claims is, that the goods, which were delivered, are to be returned to us.

For depreciation and cession of right for the interim use of our goods we charge 15% of the gross contract value for each commenced year after delivery.

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11. Place of jurisdiction, legal standing

Only German law shall apply. The use of the Law on the International Purchase of Movable Objects and the conclusion of international purchase contracts through this and the UN Convention on Contracts for the International Sale of Goods are excluded. The place of jurisdiction for services, where the buyer's business is the trader, is Bad Homburg v.d.H. in all cases.

Status of: Steinbach, March 2011