

GENERAL TERMS AND CONDITIONS



screening and processing technology

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1. General regulations

1.1. Orders only become binding with regard to the type and scope of delivery once the supplier has confirmed the order. Changes and additions must be made in writing.

1.2. In the case of ongoing business relationships, these conditions also apply to future transactions in which they are not expressly referred to if they were agreed by the partners in a previous order. If different provisions of the customer or the supplier are to replace these general terms and conditions of sale, they must be expressly agreed by the partners. Should individual provisions be invalid, this does not affect the remaining conditions.

1.3. The customer's purchasing conditions only bind the supplier if they are expressly accepted by him.

2. Prices

2.1. Unless otherwise agreed, prices apply ex works, excluding packaging and plus VAT/sales tax at the statutory rate.

3. Delivery and acceptance obligations

3.1. Delivery periods begin after receipt of all documents required for the execution of the order, timely provision of materials if necessary and agreed advance payments.

3.2. If an agreed delivery period is not met due to the supplier's own fault, the customer is entitled, to the exclusion of further claims, to demand appropriate compensation after expiry of a reasonable grace period or to withdraw from the contract if he indicated that he was rejecting the service when setting the grace period.

3.3. Appropriate partial deliveries and deviations from orders of up to +/-10% are permitted.

3.4. Events of force majeure at the supplier or its subcontractors extend the delivery period appropriately. This also applies to official interventions, energy and raw material supply difficulties, strikes, lockouts and unforeseeable delivery difficulties, provided that they are not the responsibility of the supplier. The supplier will notify the customer of these immediately.

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4. Transfer of risk, packaging and shipping

4.1. The risk is transferred to the customer when the goods leave the factory, even if the goods are delivered freight-free.

4.2. If the customer is responsible for delays in dispatch, the risk is transferred when the customer notifies them that the goods are ready for dispatch.

4.3. Unless otherwise agreed, the supplier chooses the packaging and method of dispatch at its own discretion. At the customer's written request, the goods will be insured against breakage, transport and fire damage at the customer's expense.

5. Retention of title

5.1. Deliveries are made subject to retention of title.

5.2. The same applies to deliveries outside the EU, provided that retention of title or an extended retention of title is legally possible in the country where the goods are located at the time of assertion. Otherwise, the customer is obliged to provide the supplier with all rights that the legislation in the supplier's country provides for to secure the claims.

6. Liability for defects / product liability

6.1. The customer is solely responsible for the design and functionality of the parts, even if he was advised during development - unless the supplier gives a corresponding written assurance.

6.2. Complaints about defects must be made in writing immediately, no later than 2 weeks after receipt of the delivery. In the case of hidden defects, this period is extended to 1 week after detection, but no longer than 6 months after receipt of the goods.

6.3. In the case of justified complaints about defects, the supplier is obliged to repair or provide a replacement free of charge at his discretion. If he does not meet these obligations within a reasonable period of time, the customer is entitled to declare a reduction in price or to withdraw from the contract. Further claims are excluded. Defective parts that have been replaced must be returned at the supplier's request and at his expense.

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6.4. Liability under national product liability laws remains unaffected.

6.5. Unauthorized rework or improper handling will result in the loss of all claims for defects. Only in order to prevent disproportionately large damages is the customer entitled to make improvements after prior notification to the supplier and to demand reimbursement of reasonable costs.

7. Terms of payment

7.1. All payments are to be made in the agreed currency exclusively to the supplier.

7.2. Payments are made in accordance with the payment terms stated in the order confirmation.

7.3. Compliance with the agreed payment terms and payment deadlines is an essential condition for the execution of the delivery and work. In the event of non-fulfillment, the supplier reserves the right to freely dispose of the finished parts manufactured.

8. Property rights

8.1. The customer is liable