

General Terms and Conditions of Sale (GTCS)

1. All orders submitted are subject to our general terms and conditions of sale and are recognised with dispatch of the order confirmation. Terms and conditions of purchase deviating from these GTCS are only valid if expressly recognised by us in writing. In the event of order cancellations, we reserve the right to charge for material already consumed or manufactured.
2. The issue of our written order confirmation brings a sales contract into force. Quotations/offers shall always be non-binding. This also applies in respect of orders issued on the basis of earlier quotations. The validity of our quotations is 3 months or by agreement.
3. Unless otherwise agreed, all prices are ex-works, excluding packaging, the latter being additionally charged at cost. Shipment/dispatch is performed at buyer's risk.
4. Costs are charged on a proportional basis. All jigs and tools remain in our ownership.
5. Our delivery time indications are provided on the basis of current capacity utilisation levels. Claims for delay may only be asserted where these have been deliberately caused or are the result of gross negligence. Delays caused by force majeure shall likewise be excluded and discounted as a basis for any claim for compensation.
6. Owing to our production process, deviations from order quantities in the range $\pm 10\%$ are possible.
7. Goods supplied shall remain in our ownership until all relevant accounts have been fully paid. Seizures by third parties on goods supplied by us under reservation of title shall be notified to us immediately. In the event of payment default, we shall be entitled to rescind the sale contract and to reclaim the goods without separate notice or advice.
8. Our products are manufactured in accordance with production processes that are the subject of continual optimisation measures. Our production is subject to a quality surveillance and control system certified to DIN ISO 9001. In the event of concealed or otherwise undetected defects being discovered, these must be notified to us within 10 days of receipt of the goods. The pre-shipment inspection carried out by us does not relieve the customer from his responsibility to perform a proper receiving inspection, unless such waiver has been separately agreed. In the event of complaints, we shall be permitted at our discretion to either rework the parts or produce anew. Chargeable rework performed by the customer must be first sanctioned by us. Damaged packaging indicating a degradation of the products must be notified immediately to the delivery service. Warranty claims may only be asserted by our immediate customer. All claims extending beyond the above provisions, in particular claims for damages and compensation of all types, irrespective of the legal grounds upon which they have been made, these including culpa in contrahendo, breach of contract and tortious act (§§ 823 ff. BGB - German Civil Code), whether asserted against us, our legal representatives or personnel, shall be deemed outside our liability unless such liability is proven on the grounds of gross negligence or the omission of warranted qualities. This provision limiting liability also applies to advice given by us, whether it be verbally or in writing. Faulty goods must be returned to us using the most cost-efficient and effective means.
9. Unless otherwise agreed, our invoices shall be payable without any deductions and, at the latest, 30 days from the date issued. In the event of payment within 10 days from the invoice date, we grant a cash discount of 2%. In the event that the payment terms are not adhered to, we reserve the right in future only to supply subject to payment in advance. The prices quoted are net of VAT, and this will be added where appropriate at the time of invoicing.
10. German laws governing the sale of goods shall apply and the statutory warranty terms. In the event that a provision is found to be inoperable, this shall not affect the legal validity of all the other provisions. We shall be entitled to replace the invalid or inoperable provision by a provision serving a similar purpose to the legally permitted extent within the context of these general terms and conditions of business.
11. The place of performance and venue is Munich, Germany.