Our offers are non-binding subject to change. A contract for the delivery of goods or the provision of services shall only be concluded with us if we accept an order in writing, deliver ordered goods or provide约定 services. A deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and the costs of transport and packaging. All taxes and/or other charges (e.g., import duties) incurred for our deliveries and services shall be borne by the customer.

In the event of a significant change in our production costs, we are entitled to make an appropriate price adjustment. If the customer does not pay by the due date, he shall be in default. From this point in time, we shall be entitled to charge interest at the market price that applies at that time. Our offers are non-binding (subject to change). A contract for the delivery of goods or the provision of services shall only be concluded with us if we accept an order in writing, deliver ordered goods or provide约定 services. The metal cover shall be arranged by the customer with us at the latest 6 weeks before the confirmed delivery date in connection with the business relationship with the customer.

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The customer shall be obliged to take steps to prevent damage immediately after discovery of a defect. With the notice of defect, the customer shall also state the amount of damage expected by him, if any. Immediately after the occurrence of circumstances which may influence the amount of damage, the customer shall notify us thereof in writing. If the customer fails to do so, we shall not be obliged to reimburse any further damages.

11. Third-party property rights, rights to tools, confidentiality, data protection

a) If the property rights of third parties are infringed due to deliveries of goods or the performance of services which are based on drawings or other information that has been provided by the customer, the customer shall indemnify us and hold us harmless from and against all damages, claims and costs.

b) The customer does not acquire any rights to tooling through full or partial payment of tooling costs. Tooling shall rather remain at all times and in any event our property.

c) Information contained in our documents, e.g. drawings, samples, calculations, shall not be made available to third parties unless it is used for the intended purpose or we have granted our prior written consent.

d) The customer shall not be entitled to disassemble, reverse engineer, analyze or reconstruct the goods or to derive any properties therefrom for new products.

e) In the context of the contractual relationship, personal data may also be processed. Information on data protection for customers, which states in particular the purposes of processing and your rights in this regard, is available upon request from us.

12. Export and re-export restrictions

a) If the customer intends to export or transfer goods to a country or territory against which the United Nations, the European Union, the United States of America, Singapore or China have issued or put into force an embargo or other export or re-export restrictions, or to use the goods for such a country or territory, the customer shall be obliged to notify us thereof in writing prior to the conclusion of the contract.

b) If the customer makes a corresponding decision after conclusion of the contract, he is likewise obliged to inform us of this in writing. Such export or transfer is only permitted with our written consent.

c) In addition, the customer warrants that it will comply with the relevant export control regulations and embargos in force and possible further sanctions, in particular in Germany, the European Union, as well as the United Nations, the United States of America, Singapore, China and further extraterritorially applicable regulations.

d) If the customer further sells on the goods, it shall ensure by means of corresponding contractual provisions with its customers that they also submit to the obligations set out in this section 12. Furthermore, it shall ensure by means of corresponding contractual agreements with its customers that these obligations are also contractually agreed in the further possible supply chain up to the end customer.

e) If the customer violates any provision set out in this section 12, we shall be entitled to withdraw from the contract with immediate effect without the customer being entitled to any compensation claims as a result.

13. Place of performance, place of jurisdiction

a) The place of performance for deliveries of goods and the performance of services is the location of our respective supplying plant. The place of performance for payments is our registered address.

b) For disputes arising from or in connection with a contract, the courts at our registered address shall have exclusive jurisdiction. However, we shall also be entitled, at our sole discretion, to bring claims at the customer's registered address.

14. Applicable law