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 in writing, deliver ordered goods or provide ordered services.

1. Orders, conclusion of contract
- 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 in writing, deliver ordered goods or provide ordered services.
- We are entitled to accept orders within two weeks from the order date. For this period the customer shall be bound to this order.

2. Price, payment, security
- Unless expressly agreed otherwise in writing, prices are to be paid in Euro and are net plus the applicable value added tax and the costs of transport and packaging. All taxes and/or other charges (e.g. import duties) incurred for our deliveries and surcharges in the case of incorrect deliveries or returns borne by the customer.
- In the event of a significant change in our production costs, we are entitled to make an appropriate price adjustment.
- Our performance of the contract shall be subject to the proviso - without prejudice to Clause 4 of these General Terms and Conditions of Delivery - that there are no impediments or unreasonable difficulties to our performance due to force majeure, strikes, lockouts, strikes or any other form of industrial action, national disasters, natural disasters, pandemics, epidemics, pandemics, for example the Covid-19 pandemic and the restrictions based on it, such as travel restrictions, border closures, transport restrictions on orders and delays and plant closures measured by public authorities and other events which are beyond our control and which make it substantially more difficult or impossible for us to deliver or perform an obligation, in whole or in part.
- Unless expressly agreed otherwise in writing, deliveries shall be made EXW (Incoterms 2020), with the place of delivery being the location of the supplier's plant.
- We are entitled to determine against which of our claims incoming payments shall be offset.
- The customer may not derive any rights from defective deliveries with regard to the remaining defective deliveries.
c. 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, Austria, 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 those 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