

General Terms and Conditions

1. Validity of these General Terms and Conditions

Our offers, performances (services) and deliveries are governed exclusively by the following terms and conditions. By placing an order or accepting goods, Buyer is considered as having accepted these conditions. Any deviations from the conditions are only valid if we confirm them in writing.

Any counter-confirmation of Buyer in which he refers to the validity of his own general terms and conditions is hereby gainsaid/contradicted.

The rights and obligations arising from a purchasing agreement already concluded may not be transferred to a third party without our express consent.

These conditions apply to all future business, even if they have not been expressly agreed to again.

2. Offers

We do not accept any guarantee for the details contained in our offers, for any documents, nor for any explanations or comments regarding the purpose for which an item may be used. These are merely a description of the article or a performance and Buyer must satisfy himself as regards the correctness and as to whether the articles are suitable for the purpose intended. The facts that the goods offered are not suitable for the application intended by Buyer does not constitute a defect in the component itself

We reserve the right to make changes to any technical documentation included in an offer.

Any delivery dates quoted are only binding if they have been expressly confirmed as such.

No documents handed over to Buyer may be passed on to a third party. For this to happen, we must have given Buyer our written approval.

3. Orders

Orders are considered accepted by us only when we have confirmed them in writing. In the case of an immediate delivery without an order confirmation, the invoice shall constitute the order confirmation.

4. Pricing

Unless agreed in writing, our prices are ex works plus the rate of VAT (sales tax) current at the time. Prices for packaging and dispatch, customs and transport insurance, or assembly costs, are not included in our prices.

We reserve the right to amend our prices if, up to the time of executing the order, there are any changes in the prices of raw materials, in the prices of our supplier, or the rates of tax, or if any other cost factors dictate.

Small orders with a net value of up to 50 EUROS will be subject to a minimum quantity surcharge of 20 EUROS.

5. Delivery

Our deliveries are ex works. Unless otherwise agreed, we shall select the method of packaging as we see fit. This will be charged at currently-valid rates. Freight charges shall be borne by Buyer.

If no express agreement has been reached regarding the shipping route or the means of transport, then we shall select these, using due care and diligence.

The risk in respect of the delivery shall transfer to Buyer on handover of the consignment to the forwarder, carrier, or collecting company, at least however, when the goods leave our supplying plant (factory) or warehouse. This also applies in the case of freight-paid deliveries or when we use our own transport or when we use a mode of transport selected by us.

Part deliveries are admissible.

6. Delivery Dates

Any delivery dates quoted by us are only binding if we have expressly confirmed them in writing as such.

The delivery date is considered to have been kept when, up to its expiry, the supplied item has left the factory or we have notified you that the item is ready for dispatch.

The delivery date shall extend accordingly in the event of labour disputes, in particular strikes and lockouts, and in the case of unforeseeable events over which we have no control. This also particularly applies to force majeure (Acts of God).

Any compensation claims for late delivery shall be excluded unless we can be shown to have acted deliberately or with gross negligence.

We shall no longer be obliged to deliver if the financial situation of Buyer deteriorates significantly, in particular if he stops paying (i.e. defaults) or if he becomes insolvent.

7. Payment

Unless otherwise agreed in writing, the following payment terms shall apply:

Payments are net within 10 days of the invoice date.

If the financial circumstances of Buyer deteriorate to a substantial degree, or if we learn that our claims against him were considerably at risk even when the contract was concluded, then we shall be entitled to demand immediate payment, thereby revoking any agreed payment deadlines.

Buyer shall only be entitled to set off any claims he has against us, or exercise right of retention on account of the claims, if his counterclaim is undisputed or has been established in law.

8. Retention of Title

We deliver our goods subject to retention of title pursuant to § 449 German Civil Code (*BGB*) and in line with the following conditions:

Our deliveries shall remain our property until all our demands against Buyer in respect of them have been met. Buyer shall be entitled to dispose of the purchased goods in the normal course of his business.

The retention of title shall also extend to the products resulting from processing, mixing or combining our items, to their full value, whereby we shall be considered as manufacturer. If, when our products are processed, mixed, or combined with those of a third party and this third party also has rights in respect of retention of title, then we shall acquire joint-ownership in relationship to the invoiced value of these processed goods.

By way of security, Buyer assigns to us, as of now, any demands against third parties, in total or to the extent of any part ownership, arising from the further sale of our products. He empowers us to collect them for our account, until such time as he revokes this or until he stops payment.

Buyer shall inform us in writing immediately of any seizure by a third party on any goods or demands belonging to us.

Exercising our retention of title does not mean that we withdraw from the contract. If retention of title still holds, then all demands of the reseller from the resale shall be considered as assigned to us. If the value of the securities exceeds our demands by more than 20%, then, at the request of Buyer, we shall release securities of our choice.

9. Warranty

Pursuant to § 377 German Commercial Code (*HGB*) Buyer must give notice of any recognisable defects following delivery or the execution of a service (e.g. repair, assembly) immediately, at the latest within 8 days, and in writing.

Any special qualities or properties of the item supplied shall only become part of the contract when we have expressly confirmed them in writing.

All details regarding the suitability, processing and application of our products, any technical consultation and other data is given to the best of our knowledge and belief, and do not release Buyer from his obligation to carry out his own tests and trials. This applies in particular to plant or equipment which we do not supply but which Buyer combines functionally with our products.

Wear and tear parts are exempt from any kind of warranty.

The right of Buyer to make any claims from any defects shall lapse (i.e. become time-barred) in all cases 24 months after delivery.

We cannot accept any warranty for damage caused by the following: unsuitable or improper use, incorrect assembly or fitting, commissioning by non-qualified personnel, natural wear, faulty or neglectful handling, inappropriate machine materials and operational resources (lubricants etc.), incorrect storage, or any improper interventions during production.

If the claim is justified we shall at our discretion either re-work or repair the item, replace it, or take back the delivery and issue a credit note; any other claims shall be excluded. The right of Buyer, following a failed repair or re-work or a faulty replacement item, to demand a reduction in purchase price or to rescind the contract, shall remain unaffected.

10. Place of Fulfilment, Place of Jurisdiction, Applicable Law

The place of fulfilment is Vlotho. This also applies to deliveries and services to customers outside Germany.

For all legal disputes between ourselves and Buyer the law of the Federal Republic of Germany shall exclusively apply which applies to the disputes between two parties based in Germany. The standardised law on the international sale of goods (CISG) shall not apply.

The place of jurisdiction shall be the court which has jurisdiction at the seat of Supplier. Supplier shall however be able to pursue his claim at the main seat of Buyer.

If any of the provisions in these general terms or any provision in another agreement shall become unworkable, then the workability of all remaining provisions and agreements shall remain unaffected.

HEB Systemtechnik GmbH & Co. KG

Mindener Straße 118 | D-32602 Vlotho

Tel. +49 5733 / 8827-0 | Fax: -39

info@heb-systemtechnik.de