

The General Terms and Conditions of Sale and Delivery of Albrecht-Automatik GmbH

1. General

1.1 These terms and conditions as well as any separate contractual agreements are the basis for all deliveries and services. The ordering party's terms and conditions of purchase will not become part of the contract even if the order is accepted. Unless otherwise agreed, a contract is deemed concluded upon receipt of our written order confirmation.

1.2 We reserve all property rights and copyrights to samples, cost estimates, drawings and similar information whether of physical or non-physical nature including information in electronic form; they must not be given to third parties. We shall give information and documents marked by the ordering party as confidential to third parties only with the ordering party's consent.

2. Drawings

2.1 We cannot check the accuracy of drawings, calculations and other technical documents provided by the customer and therefore do not accept any liability for the functional capability.

3. Spare Parts

We guarantee that the technical standard of spare and wear parts will remain in line with the current standard of the main delivery until the end of the warranty period.

4. Installation Site

The customer shall inform us of the installation site and the intended use as well as the climate and environmental conditions of the installation site when ordering.

5. Prices and Payments

5.1 Unless otherwise agreed, the prices are ex works Pulheim, including loading at our premises, excluding unloading, freight, packaging and the costs of customs clearance will be invoiced separately. Prices do not include the respective statutory value added tax.

5.2 We do not take back packaging materials. There will be no refund.

5.3 Unless otherwise agreed, payment shall be either within 14 days with a discount of 2% or within 30 days net. Labour and assembly costs are payable immediately without deduction.

5.4 The ordering party is only entitled to withhold payments or offset them against counterclaims insofar as the counterclaims are undisputed or have been legally determined.

5.5 Statutory provisions apply with respect to the consequences of a default in payment.

6. Reservation of Title

6.1 We will retain the title to the items supplied until all payments from the delivery contract have been received.

6.2 The ordering party may neither sell nor pledge the item supplied nor assign it as a security. The ordering party shall inform us without delay of any distraint, seizure or any other dispositions by a third party, so that we can file a lawsuit in accordance with § 771 ZCO (German Code of Civil Procedure) If the third party is not in a position to reimburse the judicial and extrajudicial costs of a lawsuit pursuant to §771 ZPO, the ordering party will be liable for the loss incurred by us.

6.3 If the ordering party behaves in a manner that is contrary to the contract, in particular in the case of a default of payment, we are entitled to take back the item supplied after a reminder has been sent and the ordering party shall be obliged to hand the goods back. Due to the reservation of title, we can only demand that the item supplied be returned to us if we have withdrawn from the contract.

6.4 The application to open insolvency proceedings entitles us to withdraw from the contract and to demand the immediate return of the item supplied.

7. Warranty / Exclusion of Warranty

7.1 We guarantee that the delivery or service is free of defects, that it has the agreed properties, and also that the delivery and service correspond to the intended purpose, the current state of technology and correspond to the relevant regulations of authorities and trade organisations (German and EU standards).

7.2 The warranty period is 2 years from the date of commissioning, at the latest however 3 years after delivery.

7.3 The same warranty periods apply to replaced or repaired parts as above.

7.4 The ordering party may not take any measures whatsoever at our expense and risk without notifying us in advance of a probable or actual defect. All defects, regardless whether they are obvious or hidden, shall be notified to us within the statutory requirements.

7.5 All wear parts are excluded from the warranty.

7.6 The warranty generally excludes defects or damages which have arisen due to incorrect assembly of the delivery on site, improper use and/or incorrect operation and maintenance by the customer or a third party commissioned by the customer.

7.7 Excluded from the warranty are generally defects or damages which have arisen due to incorrect storage. Correct storage is storage in locations which prevent the goods being affected by humidity, dust and direct sunlight. In addition, the surrounding temperature must not be below -20°C and above +80°C.

7.8 Generally defects and / or malfunctions, which are a result of deviations from the technical specifications agreed between the parties, are excluded from the warranty.

8. Liability for Environmental Damages

We are liable for environmental damages only to the extent that they were caused by the supplied device. This does not exempt the ordering party in any way from making claims to third parties.

9. Liability

Liability is assumed to the extent that our statutory liability covers all properties, legal relations and activities, which arise from our scope of delivery and service.

10. Termination

If the contract is terminated by the ordering party prematurely, goods or services provided by us up to the time of termination will be invoiced. We will receive a lump-sum payment for the part of the delivery or service which has not been carried out.

11. Applicable Law / Place of Jurisdiction

11.1 The relevant law in the Federal Republic of Germany governing legal relationships between domestic parties applies to all legal relationships between the ordering party and us; the UN Convention on Contracts for the International Sale of Goods does not apply.

11.2 The place of jurisdiction is the court responsible for our registered office. However we are entitled to file a lawsuit at the ordering party's headquarters.