§ 1 APPLICABILITY - PROTECTIVE CLAUSE
(1) All offers are without engagement.
(2) Concluding of contracts and other agreements, including any modifications thereof shall be of no effect unless confirmed by us in writing.
(3) Oral ancillary agreements do not exist.

§ 2 CONCLUSION OF CONTRACTS
(1) All offers are without engagement.
(2) Concluding of contracts and other agreements, including any modifications thereof shall be of no effect unless confirmed by us in writing.
(3) Oral ancillary agreements do not exist.

§ 3 DELIVERY, FORCE MAJEURE
(1) Delivery dates or deadlines that have been stipulated as obligations and must be provided in writing. Proper, timely and complete deliveries by others outside the sphere of our influence are prerequisite to delivering and observing deadlines.
(2) Delivery dates are intended fact.
(3) If we are hindered in meeting our obligations in timely manner, as in the case of force majeure or other unforeseen and extraordinary circumstances beyond our control, such as but not limited to, fire, explosions, difficulties in supply materials for production, interruptions of manufacturing processes, lack of transport means, intervention of authorities, interruption of telecommunication, break down of information systems (for example the systems are not able to process transactions), etc. also if they occur by our suppliers, the delivery period will be extended to a reasonable extent. Should the delivery or service be impossible due to the specified circumstances, we will be freed of our delivery obligations.

(4) After a four-week delay in meeting a non-binding delivery date, the purchaser can submit a written request for the delivery within a reasonable period of time. This request is ground for our default. If the delivery does not occur within the purchaser's newly set time limit, the purchaser should be entitled to withdraw from the contract. In this case we are liable according to Section X. We can refer to the aforementioned circumstances, if we inform the purchaser of them promptly.

(5) We are entitled but not obliged to insure deliveries in the name and for the account of the purchaser.

(6) If the purchaser suffers loss or damage as a result of delayed delivery for which we are responsible, we are liable but not obliged to pay loss or damage of the affected part of the contract. In cases of minor negligence to loss or damage based on our breach of fundamental conditions, to loss or damage based on injury to life, body or health or to consequential damages are subject to the restrictions imposed by Section IX.

§ 4 TRANSFER OF TITLE, DISPATCH
(1) We will take care that the shipping/ dispatch to the purchaser is carried out in the name, at the cost and at the risk of the purchaser. The same will apply in case – due to a separate agreement – we will have to bear the cost of the shipping/ dispatch and the risk of the shipping/ dispatch.
(2) If the purchaser is responsible for a delayed shipping, transfer of title is effective upon announcement readiness for dispatch. Storage costs following transfer of title are born by the purchaser.
(3) We are entitled but not obliged to insure deliveries in the name and for the account of the purchaser.

(4) Any complaints concerning loss or damages by shipping to have been made in writing on the quittance, which has to be given to the forwarder/ dispatcher. Further, any losses or damages have to be made to us no later than one week after delivery. Hidden faults are to be reported immediately after the discovery.

§ 5 PRICES, COUNTERCLAIMS, DEFAULT, ALLOCATIONS
(1) Unless otherwise agreed, our prices are made out in Euro ex factory or distribution centre plus current statutory value added tax.
(2) As a prerequisite to delivering and observing deadlines, lack of transport means, intervention of authorities, interruption of telecommunication, break down of information systems (for example the systems are not able to process transactions), etc. also if they occur by our suppliers, the delivery period will be extended to a reasonable extent. Should the delivery or service be impossible due to the specified circumstances, we will be freed of our delivery obligations.

§ 6 COOPERATION OF THE PURCHASER
Should explanatory documents be necessary for allocations (e.g. for customs payments or reimbursements), the purchaser must provide them. If a quote is a direct quote and not a catalogue price, the goods are not furnished or are not provided in due course by the purchaser, the stipulated price will increase in accordance with the amount of the unobtainable material. If there is any change in the applicable regulations, EC-ordinances or official regulations shall be born by the purchaser.

§ 7 DETERMINATION OF THE PURCHASER'S FINANCIAL SITUATION (§ 321 BGB - GERMAN CIVIL CODE)
In case of failure of the purchaser to comply with our request for prepayment of at least 30% (§ 321 BGB), we are entitled, after a reasonable grace period, to withdraw from the contract or to demand compensation for damages due to non-performance.

§ 8 RETENTION OF TITLE
(1) We will retain title to goods delivered until the purchaser has paid the purchase price for the proprietary goods in full. Further, the goods will remain our property until the purchaser has fully paid all our claims founded on our business connection with the purchaser and due by the purchaser at the moment of the conclusion of the agreement. Furthermore, we retain our titles to goods delivered until the purchaser has fulfilled also our claims arising in future against the purchaser.

(2) As long as the purchase price is not paid the purchaser shall insure the delivered goods against loss, depreciation, fire, theft, perils of the sea, water damage, transportation, insurance or any other risks.

(3) The purchaser is not entitled to pledge our goods subject to retention of title to third parties or to make an assignment by way of security to third parties. He is also not entitled to use our goods subject to retention of title.

(4) In case of processing of the proprietary goods, we are considered as manufacturer in accordance with article 950 BGB and are not obliged remuneratively or in any other way. We are also entitled to take the processing work and exert any profit from the processing.

§ 9 WARRANTIES
(1) Upon delivery the purchaser is obliged, at his own expense, to check the delivered property and without delay and to inform us immediately in writing of any defects or shortfalls in the deliveries or shortfalls in the delivery date.
(2) A 48-hour time limit after receipt of the goods or discovery of the defects expires. Any claims for damages due to non-performance or for rectification or replacement are a failure or if it does not lead to success within a reasonable period, the purchaser is entitled at his option either to cancel the contract or to reduce the remuneration. We are entitled to carry out a reasonable - at least three - number of rectification attempts or replacements.

(3) Warranties against us will become time-barred one year from the date of delivery.

(4) The above warranty limitations and restrictions will not apply if the warranty claims are based on deliberate acts or gross negligence on our part or if we were aware of any defects or our vicarious agents. Further they shall not apply if our fault or that of our officers, employees or vicarious agents, water damage or fire as well as defective or unauthorized goods.

§ 10 LIABILITY
(1) The following exclusions and limitations also apply to claims under tort as far as these compete with contractual claims.
(2) We are not liable for loss or damage on account of the indemnity for collateral damages.

§ 11 PLACE OF PERFORMANCE, JURISDICTION, APPLICABLE LAW
(1) Place of performance – unless not otherwise agreed upon – for all rights and obligations arising from business (payment and delivery) is Hamburg. Section X.1 to X.3 do not apply in the event of the sale of goods covered under public law or a fund under public law, place of performance is the location of the debtor of the assignment. This shall be in the proportion of the invoice value of our proprietary goods and the quality agreed upon is insignificant.

(2) The purchaser is a businessman/ entrepreneur claims for damages on the part of the purchaser due to minor negligence by us are excluded unless legal interest is involved. Should the claim be rejected by us or our insurer has rejected the claim, thereby we are legally entitled to request the legal costs.

(3) The exclusions and limitations in Section X.1 to X.4 also apply to our liability for our officers, employees and vicarious agents for damage caused by minor negligence and as a result of their negligent performance.

(4) The above exclusions and limitations under Section X.1 to X.5 do not apply to claims under the Transfer of Trustee Act as mandatory liability is provided for.

§ 12 SEVERABILITY
(1) If the validity of one or more provisions of this contract are or become invalid, the validity of the contract shall be not affected thereby. The invalid or unenforceable provision of the contract shall be deleted from the statutory provision. In no case the provision in these conditions will be replaced by a provision in the contract which is not to be deleted.