

General Terms and Conditions (GTC)

I. Conclusion of Sales:

1. Our offers are subject to change. Orders are only considered accepted after our written confirmation. Verbal agreements only become binding with our written confirmation.
2. Our representatives and sales representatives are only authorized to act as intermediaries and not to conclude contracts.

II. Scope of Delivery Commitment:

1. Due to the special nature of our production process for custom-made products, we reserve the right to make excess or short deliveries of up to 10% of the quantity ordered and to adjust the agreed price for the total delivery in accordance with the excess or short delivery. The agreed unit price per item remains unaffected.

III. Delivery Periods and Delivery Dates:

1. Agreed delivery periods and delivery dates shall be deemed to have been met if the delivery has been dispatched before their expiry or, in the case of agreed collection by the customer or on their behalf, if we have notified them that the goods are ready for collection. An agreed delivery period or delivery date shall be extended or postponed, without prejudice to our other rights arising from a delay on the part of the customer, by the period during which the customer is in default with its obligations to us.
2. If delivery is not possible or significantly impeded due to force majeure or similar unforeseeable events for which we are not responsible, we shall not be obliged to deliver for as long as the impediment to performance persists. In this case, the delivery period shall be extended by the duration of the impediment. If the impediment to performance lasts longer than 3 (three) months, both parties shall be entitled to withdraw from the contract.
3. Claims for damages by the customer due to delay are excluded, unless we have caused the delay intentionally or through gross negligence. This does not apply if a fixed date has been agreed. In this case, Section 8 (2) and (3) shall apply accordingly.
4. We shall be entitled to make partial deliveries even without special agreement and to invoice each partial delivery in accordance with the quantity delivered.
5. Unless otherwise agreed, orders placed on call shall be accepted within 3 (three) months of our declaration of readiness to deliver.

IV. Shipping and Transfer of Risk:

1. We take care to pack goods carefully and cost-effectively.
2. Packaging is charged at cost price and cannot be returned unless otherwise agreed.
3. For all deliveries, even if they are carriage-paid-to, the risk, including the risk of breakage, is transferred to the customer when we dispatch the goods. Transport insurance is only taken out at the express instruction of the customer and at their expense.
4. Unless otherwise instructed by the customer, we will choose the shipping route and method at our discretion.

V. Pricing:

1. Our prices are quoted in euros, excluding packaging, value added tax, export tax, customs duties, other expenses, and shipping costs, unless otherwise agreed.
2. Our prices are subject to change if there is a period of more than 4 (four) months between the receipt of the order by us and the delivery or provision of the goods, unless the period of 4 (four) months is exceeded due to circumstances for which we are responsible. In this case, the prices customary for us at the time of delivery shall apply. This provision shall also apply to orders that we execute in successive deliveries or partial deliveries with regard to deliveries that take place more than 4 (four) months after receipt of the order by us.

3. In the case of tools or other work equipment provided, our offered prices shall apply subject to a satisfactory trial run at our premises. We also reserve the right to withdraw from the order if the work equipment provided is unsuitable or insufficiently suitable.

VI. Payment Terms:

1. Invoice amounts are payable net cash within 30 days of the invoice date.
2. The customer may only offset or exercise a right of retention against us if their claims are undisputed or have been legally established.
3. If the customer is in default of payment, we are entitled to charge default interest at the statutory rate.
4. Payments must be made free of charge to us by transfer to one of the accounts specified in the invoice.
5. Payments to representatives are only permitted if they have written authority to collect.

VII. Returns:

1. Unless justified complaints have been made, the return of delivered goods is not permitted unless a special agreement has been made in writing by us. The return shipment shall be at the expense and risk of the customer. The returned goods shall be credited after deduction of a reasonable processing fee.

VIII. Warranties:

1. The customer shall have no rights in the event of an insignificant defect in the goods. Otherwise, the customer may only demand subsequent performance. We shall be entitled to choose between repair or replacement. The right to refuse subsequent performance in whole or in part under the conditions of § 439 (3) BGB (German Civil Code) remains unaffected.
2. If subsequent performance fails or is refused, the customer has the right to reduce the purchase price or withdraw from the contract at their discretion. A defect that only affects a small part of the delivery owed does not entitle the customer to withdraw from the entire contract.
3. All warranty claims of the customer shall become time-barred within one year from the start of the statutory limitation period.
4. Any claims for damages remain unaffected by paragraph XIII of these General Terms and Conditions.

IX. Retention of Title:

1. The delivered goods remain our property until all obligations of the customer arising from the business relationship have been fulfilled.
2. If our goods are incorporated by the customer in the manufacture of its goods or used in any other way, it shall be deemed agreed that the customer transfers to us co-ownership of the goods manufactured by it in proportion to the value of our goods in the new goods, even if the conditions of § 947 (1) BGB (German Civil Code) are not met. Insofar as co-ownership exists, the new items manufactured using the goods delivered by us shall also be stored by the customer on our behalf. The customer is permitted to resell the goods in the ordinary course of business.
The claim arising from the resale of the new items shall be assigned to us by the customer in proportion to our co-ownership share.
3. The customer is obliged to notify us immediately of any access by third parties, in particular seizures, relating to our reserved property. In the event of a seizure, a copy or photocopy of the seizure report must be sent to us.

X. Molds, Tools and Devices:

1. Molds, tools, and devices manufactured by us or by a third party on our behalf are our property but are used exclusively for orders placed by the customer, provided that they were manufactured for a specific order and nothing to the contrary has been agreed between us and the customer. The costs of manufacturing such molds, tools, and devices shall be borne by the customer and us on a pro-rata basis, in each case in accordance with a special agreement.
2. We shall store the molds carefully for repeat orders and keep them ready for use. However, we shall not be liable if the molds become unusable despite proper handling and normal maintenance. Our storage obligation ends if the customer does not place any further orders within 2 (two) years of delivery of the order.

3. The above provisions regarding molds, tools, and devices shall not apply if they have not been manufactured for specific customer orders.

XI. Property Rights:

1. If we manufacture or deliver items based on drawings, models, or samples provided to us by the customer or created by us in cooperation with the customer, the customer shall provide us with an unrestricted guarantee that the manufacture and delivery of these items does not infringe on any third-party property rights.
2. If a third-party asserts claims against us for infringement of its property rights, the customer shall be obliged to indemnify us against these claims. The indemnification obligation also applies to all expenses necessarily incurred by us in connection with the claim by a third party.
3. In the event of a claim that is not obviously unfounded, we shall be entitled to suspend our production and delivery until the customer has successfully indemnified us. If the customer fails to comply with its indemnification obligation under paragraph 2 within a reasonable period of time to be set by us, we shall be entitled to withdraw from the contract and to invoice the customer for the costs incurred by us up to that point.
4. Samples, models, or drawings provided to us by the customer will only be returned upon special request. If no order is placed, we shall be entitled to destroy the samples, models, or drawings submitted to us 3 (three) months after submission of our offer or, in the case of further negotiations, 3 (three) months after the end of the contract negotiations. If an order is placed on the basis of the customer's template, we shall retain this for 2 (two) years after delivery of the last order based on the templates. After this period has expired, we shall be entitled to destroy the samples, models, and drawings provided. We can release ourselves from our obligation to store customer templates provided to us at any time by returning the templates.

XII. Provision of Material:

1. If material is provided by the customer, the customer is obliged to deliver it free of charge to our factory, including packaging, with a quantity surcharge of 5 (five) % for any rejects. The delivery must be made in good time, in perfect condition and, in the case of partial deliveries, in such quantities that we are able to process it quickly and without interruption. The return of any unused parts is the responsibility of the customer and must be carried out by the customer at their own expense and risk.
2. In the event of late delivery or delivery of materials that are insufficient in quantity or quality, the customer shall be obliged to reimburse us separately for any additional costs incurred as a result.
3. In such cases, we shall also be entitled to interrupt production, dismantle the machines used, and switch to other production runs.

XIII. Liability:

1. Claims for damages by the customer are excluded in cases of slight negligence. In particular, we are not liable for loss of profit caused by slight negligence or for other financial losses incurred by the customer.
2. The exclusion of liability pursuant to paragraph 1 shall not apply to claims arising from a guarantee, in the event of injury to life, limb, or health, to claims pursuant to Sections 1 and 4 of the Product Liability Act, or to the slightly negligent breach of essential contractual obligations. In the event of a slightly negligent breach of essential contractual obligations, however, liability shall be limited to compensation for the typical damage foreseeable at the time the contract was concluded. The same applies to grossly negligent acts by simple vicarious agents.
3. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives, and vicarious agents.

XIV. Exercise of Customer's rights:

1. If the customer has set a reasonable deadline for performance or subsequent performance in accordance with Sections §281, §323 of the German Civil Code (BGB) and this deadline has expired without success, the customer must notify us in writing within one week of receipt of a corresponding written request as to whether it is claiming damages in lieu of performance or withdrawing from the contract.
2. If the customer fails to notify us in good time, the rights under §§ 281, 323 BGB shall lapse.

XV. Statutory Limitation:

1. The commencement of negotiations regarding the circumstances giving rise to a claim shall not suspend the statute of limitations. This shall not apply to claims for damages.

XVI. Place of Fulfilment and Jurisdiction:

1. The place of fulfilment for delivery, acceptance, and payment shall be 72202 Nagold.
2. The place of jurisdiction for both parties to the contract shall be the Stuttgart District Court and the Tübingen Regional Court, depending on the subject matter. This shall also apply to actions in bill of exchange and check proceedings.

XVII. Application of German Law:

1. The contract shall be governed by German law exclusively. Pursuant to the Convention on Commercial Law of The Hague, application of the Uniform International Commercial Law is excluded.

XVIII. General Provisions:

1. These terms and conditions form the basis of every order we carry out. We only conclude contracts based on these terms and conditions of sale. Purchasing or other terms and conditions of our contractual partners shall not be deemed to have been agreed, even if their clauses do not contradict our terms and conditions. Rather, the statutory provisions shall apply in this respect. Purchasing or other terms and conditions of the customer shall not be binding on us even if they form the basis of the order and we have not expressly objected to them.

XIX. Final Provision:

1. Should one or more provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions of these terms and conditions or of the contract as a whole. Any invalid clause shall be replaced by the statutory provision.