

General Terms and Conditions

Terms of delivery and payment

General

- It applies exclusively our "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" including the "Supplementary Clause: Extended Retention of Title" and the "Software Clause" in accordance with ZVEI, status according to the submittal of quotation, and any additional individual agreements (e.g. framework agreements, contracts for work and services) as well as the additional priority supplements listed within these Terms of delivery and payment.
- Extensions or additional expenses, as well as waiting or delay times that arise during order processing and were not caused by us, will be charged separately.
- Activities included in the scope of delivery always refer to the regular working time of our company, as long as no separate agreements are specified in the quotation.
- Without our expressly written approval it is not allowed to disclose these documents or extracts of it to any third party.

Liability for defects

- Defect liability period according to quotation or individual agreement on our scope of delivery or service, starting - depending on the scope - with the service provision, delivery or readiness for delivery.
- No liability for defects for consultant services, effort-based and research-based activities as well as for improperly made changes, repairs, installation/removal and resulting consequences therefrom by third parties.
- The liability for defects always refers to the place of delivery or provision according to quotation or individual agreement.
- Liability for defects for objects or systems relocated abroad is limited to remote diagnostics or remote maintenance.

Liability and insurance

- Business, Profession, Product and IT liability for direct damage are insured worldwide up to a sum of 5 million EURO according to the insurance confirmation.
- A customer or project specific increase in the sum is possible on request.
- Compensation or liability for any indirect damage (e.g. business interruption, loss of production/profit/use, installation/removal/follow-up costs) are excluded, unless required by law.
- Liability and insurance always refer to the place of delivery or provision according to quotation or individual agreement.

Delivery and service provision

- Delivery time according to quotation or individual agreement and always non-binding.
- Place of delivery or service provision according to quotation or individual agreement.
- Delivery ex works, excluding packaging or according to quotation or individual agreement.

Documentation

- The documentation is provided in the specified format according to quotation or individual agreement.

Validity and binding

- Pricelists are non-binding and just valid until the follow-up pricelist appears.
- Quotations are non-binding and without specifying a period of validity for 2 months price-bound.
- Indicative prices or cost estimates are non-binding and without price fixing.

Terms of payment

- Invoicing takes place after service provision or delivery or latest 4 weeks after notification of readiness for delivery, either according to the pricing of the associated quotation or according to the actual valid price list in the case of effort-based services or according to individual agreement.
- The prices quoted are exclusive of the statutory taxes applicable on the day of service provision, delivery or invoicing.

Tax regulations for delivery or service provision to foreign countries

- In the case of tax-free delivery within the EU, the tax liability is shifted to the recipient.
- In the case of service provision within the EU, the tax liability is reversed to the recipient (reverse charge).
- In the case of delivery or service provision to third countries, the local tax regulations apply.