

Purchasing Terms and Conditions

1. Orders are only valid if given or confirmed by us in writing.
2. Confirmations: Every order must be confirmed by us in writing, specifying the binding delivery date. A deviation from our order is only permissible with our prior, written consent.
3. Deliveries: Missing the agreed delivery date entitles us, without giving notice, to withdraw, partially or completely, without compensation, from the remainder of the contract, and to claim compensation.
4. Packing: Absent an agreement to the contrary, packing and loading are free of charge.
5. Acceptance is always subject to reservation as to quality, condition and quantity. We have the right of reclamation within 4 weeks after receipt of the goods. We may also submit a further defect notice, and assert any resultant claim for compensation at a later date, if the defective quality or type of goods could not be determined earlier. If the shipment is already damaged upon arrival, then we have the right to refuse acceptance without examination of the contents. In the latter case, if the defect claims are justified, the costs of returning the goods are borne by the supplier.
6. Invoices, in duplicate, are to be submitted separately from the goods,.
7. Insofar as not otherwise agreed, payment is either due within 14 days following the invoice date and receipt of the goods with 3 % discount, or net after 30 days. An assignment to third parties of the supplier's claims arising from this contract is not permissible without our written consent.
8. Warranties will be assumed from the supplier whereby he will immediately deliver replacements for all faulty goods, free of charge, and eliminate, free of charge, all defects and damage for which he is responsible. The damage may also arise insofar as defective goods or delivery delays lead to a curtailment or dislocation of our customer's operations.
9. There is a right of withdrawal from the purchase contract if events occur which hamper our fulfilment of the contract, or if, subsequent to the order, circumstances arise which materially change the situation from our point of view, compared with that ruling at the time of the order.
10. As a matter of principle, we buy on our conditions. With the delivery, the supplier recognises them, even if they contradict his own terms and conditions. Variations from our conditions are only an integral part of the contract if confirmed by us in writing, and only apply to the contract for which they have been specifically agreed. Silence regarding notification of alternative suppliers' conditions cannot be interpreted as recognition of those conditions.
11. Place of performance and jurisdiction is Bensheim.