

General Terms and Conditions of Delivery and Payment of PMB - Präzisionsmaschinenbau Bobertag GmbH

1 scope of application

The following terms of delivery and payment apply to all deliveries and services. Deviations from these terms and conditions require written agreement.

2 offers and tender documents

The documents and specifications pertaining to the offer, such as illustrations, drawings, weights and dimensions, are only approximately authoritative unless they are expressly designated as binding.

The supplier reserves the right of ownership and copyright to cost estimates, drawings and other documents.

3 placing of order

Orders shall not be deemed to have been concluded until the Supplier has confirmed the order in writing, this shall also apply to orders placed by representatives.

The Supplier shall not be liable in principle for defects resulting from unclear or verbal information provided by the Purchaser (e. g. drawings).

4 prices

The prices are always ex works, and in principle without freight or shipping costs and packaging.

Value-added tax at the statutory rate shall be added to the prices. In the event of any increases in material or wage costs occurring after conclusion of the contract until the order has been fulfilled, the contracting parties shall be entitled to demand negotiations on the adjustment of the price.

The Supplier shall inform the Purchaser of any services not expressly quoted in the quotation which, in his opinion, are necessary for the execution of the order. These services as well as services performed at the request of the client are to be remunerated additionally. This applies in particular to all work in connection with assembly work.

The prices are for normal working hours and work performance. For overtime, night-time, Sunday and holiday hours as well as for work under difficult conditions, the corresponding surcharges are added to the actual wage.

5 payment

The following terms of payment apply:

50% at the time of placing the order, 40% at physical delivery, 10% - unless otherwise expressly agreed – after acceptance when invoicing in cashless by bank transfer without any deduction.

In the event of default in payment, the supplier is entitled to withhold delivery (§§ 273,320 BGB).

Acceptances or bills of exchange are only valid after redemption as fulfilment, the costs and expenses incurred are borne by the payer.

If the payment periods are exceeded by more than fourteen calendar days, the supplier is entitled - after a previous fruitless reminder - to demand default interest in the amount of 2% above the respective discount rate of the Bundesbank.

In the event of non-compliance with the terms of payment by the payer, all outstanding receivables from this order shall become due immediately.

The supplier is entitled to terminate the contract, discontinue the work, invoice all services rendered so far and make claims for damages after the unsuccessful expiry of a reasonable period of grace set by him.

6 delivery and assembly

Delivery ex works is always at the risk of the recipient.

If the performance or completion of the work is delayed for reasons for which the Customer is responsible, the Supplier shall be released from its obligation to comply with agreed delivery dates.

If the Purchaser fails to remedy the defect immediately at the Supplier's request, the Purchaser may demand compensation for damages or set the Purchaser a reasonable period of time to fulfil the contract and declare that he will withdraw from the contract after the expiry of this period without effect.

In the event of the termination of the contract, the Supplier shall be entitled to claim reimbursement of all expenses incurred so far.

Cases of force majeure (e. g. industrial action and other unforeseeable events) in the supplier's or one of its subcontractors' operations shall release the supplier from compliance with the delivery period or entitle him to withdraw from the contract in whole or in part in the event that delivery or performance becomes impossible.

In such cases, the Supplier shall inform the Purchaser immediately of the occurrence of the event in question.

In the event of damage to the contracting authority due to a delay for which the supplier is responsible, the contracting authority may, by analogy, exercise the rights referred to in paragraph 2 of this Clause.

This provision shall also apply mutatis mutandis to assembly work. If necessary, the client is obliged to provide technical assistance (e. g. foundations, lifting equipment, electricity and water connections) for assembly work at his own expense.

7 acceptance

The acceptance of the deliveries or services shall be affected immediately after the notified completion.

This shall also apply to partial services or deliveries that are self-contained.

If the customer has made use of the delivery or service or part of it, acceptance shall be deemed to have taken place after fourteen calendar days, unless the customer has lodged a notice of defects.

Upon acceptance, the risk shall pass to the customer.

8 warranty

The assertion of obvious defects after acceptance is excluded.

Other notices of defects shall be subject to a period of 12 months after handover of the supplies or services to the customer or recipient.

Any changes to deliveries or services made before and without the supplier's consent shall preclude any legal claim to rectification of defects. The supplier must be given the opportunity to inspect the goods on site.

In the case of justified complaints, free rectification of defects shall be carried out within a reasonable period of time. In case of failure of the rectification of defects, a reduction in price or conversion can be demanded.

9 damages

The Supplier's liability shall be governed exclusively by these Terms and Conditions of Delivery and Payment.

The Supplier shall only be liable for simple negligence - except in the case of injury to life, limb or health - if essential contractual obligations (cardinal obligations) are breached.

Liability for indirect and unforeseeable damage, loss of production and use, loss of profit, loss of savings and financial loss due to claims by third parties shall be excluded in cases of simple negligence except in cases of injury to life, limb or health.

No liability shall be assumed in particular in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable equipment or operating environment, chemical, electrochemical or electrical influences - insofar as these are not the responsibility of the supplier.

All claims not expressly granted herein - including claims for damages on whatever legal grounds - shall be excluded, unless they are based on an intentional or grossly negligent breach of contract by the supplier, a legal representative or vicarious agent.

10 retention of title

The deliveries or services remain the property of the supplier until receipt of all payments under the contract.

In the event of conduct on the part of the customer that is contrary to the contract, in particular in the event of default of payment, the supplier shall be entitled to take back the goods after a reminder and the customer shall be obliged to surrender them.

The costs resulting therefrom shall be borne by the customer - as well as those for the insurance of the delivered items or services - by the customer.

The Purchaser may neither pledge nor assign the delivery item as security. In the event of seizure, confiscation or other dispositions by third parties, he shall notify the supplier immediately.

11 place of jurisdiction

The place of performance and jurisdiction shall be the registered office of the supplier's commercial branch, unless otherwise prescribed by law.