städtler + beck
Testing and sealing technology

städtler + beck GmbH
Boschstraße 24
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General terms and conditions

I. Validity

Our general terms and conditions for sale and delivery are part of any contract of sale with us, unless no other explicit agreements have been made. Our general terms and conditions for sale and delivery rule out any contradictory terms and conditions of our business partners. Such terms and conditions are generally not accepted by us and are considered invalid even without any expressed refusal.

All agreements which need to be made as part of the fulfillment of a contract between us and our business partners, need to be included in the corresponding contract in a written form. This expressly also includes any oral agreements which were made prior to concluding any contract.

Our sales personell is not entitled to make any oral agreements or make any oral assurances which go beyond the content of the written contract

II. Offer and conclusion of contract

Our offers are free from any obligation. In order to be legally binding, any statement of acceptance and any order by us require our written confirmation by mail or fax.

We reserve intellectual property rights concerning all illustrations, drawings, brochures, catalogues, product samples, models and any similar information provided together with a written offer from us.

Deviations from the services agreed upon are considered to be acceptable if they are reasonably tolerable for out contract partner under consideration of his interests. This is especially the case with technical or generally accepted deviations as to quality, surface characteristics, colour, weight, dimensions and quantities

In case we provide an offer for the repair of a technical component or device (cost estimate) on the request of our customer, which does not result in a repair order, we are entitled to charge 5 per cent of the estimated value of the repair as a compensation for our efforts.

III. Prices and payments

If there are no other agreements, we charge the prices valid at the day of the conclusion of the contract plus value added tax. All our prices exclude any costs for packing and delivery. Suitable packing materials are provided at extra cost and will be charged at prime cost level. Suitable disposal of our packing materials is the responsibility of the contract partner.

Payments need to take pace in cash or by money transfer. In case of any money transfer through the banking system, arrival of the amount at our bank account is considered the time of payment. We are not obligated to accept cheques or bills of exchange. Acceptance of any cheque or bill of exchange is done in place of payment, while only successful cashing of the cheque is considered payment. Our contract partner will be charged for any bank and other fees which will be due immediately. Acceptance of a bill of exchange always requires our prior expressed consent.

Payment needs to take place within 30 days from the date of invoicing without any deductions. In the case of cash on delivery, payment prior to delivery or payment within 10 days, we grant a discount, provided our contract partner has payed all of his obligations deriving from prior contracts always on time. The percentage of the discount granted in individual cases is stated on the respective invoice. Basis for the calculation of any discount is the value of the products delivered – amount stated on the invoice including value added tax, minus any other discounts granted and excluding costs for packing and delivery.

Provided our contract partner is a registered merchant or a legal entity under public law, we charge an interest of 5.0 % above the presently valid rediscount rate of the Deutsche Bundesbank, if payment arrives after the payment time stated above. If there are any reasons which might endanger the payment of our invoice, we are entitled to request from our contract partner to pay any amount resulting from an order which is not fulfilled yet, prior to delivery of the respective goods.

Our contract partner only has the right to withdraw payments for existing claims against us, if such claims have either been accepted by us or have been determined by a court decision. Our contract partner has no right to withdraw payments on the basis of claims still being disputed.

IV. Delivery, dispatch, passage of risk

All delivery dates or limits which can be agreed upon in a binding or not binding form, are subject to a written statement.

In the case of any delay of the delivery of goods or services due to force majeure or due to events which have a major influence on our ability to deliver such goods or services or make it impossible to do so (such in the case of strikes, legal enforcements etc, even if the event affects our suppliers or their suppliers), we are not bound to the respective delivery terms and conditions, even if they were expressly agreed upon. Such circumstances entitle us to delay delivery for the duration of the cause of the delay, in addition to a reasonable amount of time needed to continue normal proceedings. Such circumstances also entitle us to withdraw from the unfulfilled part of the contract either fully or partially. Our contract partner is not entitled to demand any compensation for damages resulting from delayed delivery or discontinuation of delivery due to the reasons stated above. We are only entitled to refer to such limitations, if we have informed our contract partner immediately about their.

If we are responsible for not keeping delivery times which have been agreed upon explicitly, our contract partner is entitled to demand a compensation of 0.5 per cent of the value of the goods to be delivered for each week the delivery is overdue. However, the maximum compensation is limited to 5.0 per cent of the value of the respective delivery. Any other claims on the part of our contract partner are excluded, provided the delay is not the result of our intention or gross negligence on the part of our employees.

All risk passes to our contract partner, as soon as the goods have left our store house or have been handed over to the person taking care of transporting them. This is independent from the party paying for transportation. If the goods are ready for dispatch and delivery is delayed for any reason we are not responsible for, the risk is passed to our contract partner from the time a note is issued stating that the goods are ready for dispatch. The above mentioned regulations concerning the transfer of risk also apply if the goods are delivered by our own vehicles and/or employees.

In the case our contract partner delays receipt of the goods, we are entitled to demand compensation for any resulting damage. In the case of failure to receive the goods, any risk resulting from deterioration or loss of the goods is transferred to our contract partner at the time the goods are due for delivery. If we decide to demand compensation for resulting damages, the damage to be compensated will generally be 20 per cent of the value of the goods. Compensation will be higher, if we are able to prove any higher damage and will be lower if our contract partner is able to prove any lower damage.

V. Guarantees

Claims for compensation due to inferior or damaged goods need to be made in a written form. Such a claim needs to include detailed descriptions of the defect or inferiority, as well an expressly stated request to compensate for such defects.

In the case of evident defects, we are only able to accept claims for compensation, if we receive such claims in a written form within 14 days after receipt of the goods. In the case of hidden defects, we need to receive claims for compensation within 14 days after the defect was discovered.

In the case of such defects, we will compensate by removing them or by delivering corresponding goods free from defects. If we are not willing or able to remove the defects or deliver goods free from such defects, or if we are liable for any inappropriate delays or are unable to remove the defects claimed, our contract partner is entitled to either demand a lower price or cancellation of the corresponding contract.

Provided there are no additional reasons, any additional claims of our contract partner based upon whatever legal reasons are excluded. In particular are we not liable for any damages which do not affect the delivered goods themselves. We are also not liable for any loss of profit or any other capital damages.

VI. Reservation of proprietary rights

We reserve full proprietary rights concerning the delivered goods until all of our invoices have been paid. If in an individual case, payment by cheque or bill of exchange was expressly agreed upon, this reservation of proprietary rights continues until we are free from any risks in connection with this payment procedure. Taking any of the goods in pledge in favour of any third party is not permitted. Our contract partner is required to inform us immediately about any seizure of the delivered goods by any third party.

In the case of any behaviour of our contract partner, which is not in accordance with the contract and especially in the case of delayed payments, we are entitle to seize the goods already delivered in order to guarantee save storage or demand return of the goods without such action resulting in our withdrawal from the contract. In such cases we are also entitle to demand return of the goods in order to utilize it on our own discretion Utilization of the goods corresponds to our withdrawal from the contract. Any resulting profit from utilizing the goods will be deducted from the claims against our contract partner. Any costs involved in utilizing the goods will be charged.

Despite our reservation of proprietary rights, our contract partner is entitled to utilize or sell the goods as part of his normal business proceedings. The permission to utilize the goods as part of his normal business proceedings ends if our contract partner does not behave in accordance with the contract involved, especially so in the case of delayed payments.

Any claims of our contract partner against any third party as a result of selling of the respective goods automatically pass to us, in order to enable us to secure any claims arising from the business relationship. The right of our contract partner to sell the goods is dependant on the transfer of any resulting financial claims to us. Any transfer of such claims to any third party requires our expressed permission. Our contract partner is obligated to immediately inform us about any seizure of such claims by any third party. We will refrain from making use of any claims passed to us, as long as our contract partner continues paying for the goods delivered to him as agreed upon in the corresponding contract. However, our contract partner is required to inform us about any third party debtor, if we demand such information, and inform him about the transfer of the claims.

Any processing or modification of delivered goods by our contract partner is done in our behalf. In case the goods are combined with items which do not belong to us, we automatically obtain a shared ownership on the resulting product in the relation of the value of our goods to the value of any other goods included in the product. The products resulting from any processing are subject to the same regulations as are applicable to our goods.

As far as the aforementioned paragraphs do not include any other regulations, the general regulations of §§ 946 ff. BGB of the German legislation apply.

We are entitled to secure our claims up to a limit of 100 per cent of the nominal value. In case the value of our security exceeds this value by more than 20 per cent, we are obligated to provide respecitive security to our contract partner or any third person involved. Such security needs to be claimed expressly. Selection of the type of security depends on our choice.

VII. Other contractual or extra-contractual obligations and compensation

We only accept claims for compensation resulting from inappropriate contractual agreements, compensation for insufficient fulfillment of a contract or the violation of associated obligations, as well as any other contractual or extra-contractual compensation as far as immediate damages are concerned, which were foreseeable at the time of concluding the contract. Any claim of such compensation is limited to the value of the delivered goods. We are not liable for any damages which do not affect the delivered goods and are also not liable for loss of profit on the part of our contract partner. The aforementioned limitations of liability do not apply in the case of intend or gross negligence on our part, or on the part of our legal representatives, our business representatives, subcontractors etc. They also do not apply in cases of initial inability or impossibility and in cases where the damage results from any violation of substantial parts of the contract, as well as far as claims are based upon §§ 1,4 of the German product liability law.

In the event of an agreed returning of goods, but this does not apply in the event of assertion of claims based on defects, we are entitled to demand an appropriate reimbursement in the amount of 25 % of the value of the goods and at least an amount of 25.00 €. The contract partner is entitled to prove lower costs.

The returning of custom made products or products that can‘t be restoraged is not possible.

VIII. Applicable right, place of performance, place of jurisdiction.

All legal relationships with our contract partners are subjected solely to the legislation of the Federal Republic of Germany.

As far as there are no deviating agreements, our seat of business is also place of performance.

If our contract partner is a registered merchant or a legal entity under public law, the place of jurisdiction is Speyer/Germany. However, we are also entitled to take proceedings against our contract partner at the court of his place of dwelling or business.

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