

General Terms and Conditions

ALBROMET Handelsgesellschaft mbH



I. General - scope

1. The present Terms and Conditions of Trade shall apply solely to companies, legal persons governed by public law or a special fund governed by public law. We only accept terms issued by the customer which are in conflict with, or differ from, our General Terms of Sale if we have explicitly agreed to the applicability of such terms in writing.
2. These terms and conditions also apply for all future business with the buyer.

II. Submitted documents

1. For all documents submitted to the buyer such as for example illustrations, cost estimations, drawings and other documents, we reserve ownership and copy rights. These may only be made accessible to third parties with our express, written permission.

III. Prices

1. Our services are subject to change. Guarantees, warranties, oral agreements and acceptances from our representatives that arise in connection with the conclusion of contract only become binding following our written agreement.
2. Delivery generally takes place "ex-works", excluding packaging. Other terms and conditions must be agreed and confirmed in writing. Shipments are sent by means of our preferred carrier, parcel service, post, collection, delivery or with the customer's carrier in line with his/her requirements.
3. By remuneration of the share of the cost for the machine, the buyer does not acquire any right to the machine. They remain in the ownership of the manufacturing plant.

IV. Terms of payment

1. Our invoices shall be payable within 14 days of the invoice date less a 3 per cent cash discount or after 30 days net, beginning with the date of the invoice. For first-time orders from customers abroad we reserve the right to require prepayment. Other agreements must be agreed in writing.
2. The buyer will be in default if payment is not received at the latest within 10 days after the due date of our demand, without need for a reminder.
3. Default interest is calculated at a rate of 8% over the relevant base rate p.a. The right to assert a higher claim for compensation is reserved.
4. The buyer only gains the right to offset the invoice if his counter-claims are indisputable, or recognised by us or have been legally asserted. Furthermore the buyer is authorised to exercise the right to retention only where his counter-claim is based on the same contractual relationship.

V. Delivery period

1. Lead times and delivery deadlines are only legally binding when they have been explicitly confirmed as such by us in writing. The delivery time given in the order confirmation is not an express confirmation but an anticipated delivery time from the plant.
2. The start of the delivery time given by us assumes the timely and proper fulfilment of the buyer's obligation. We reserve the right to defend against non-fulfilment of the contract.
3. If the buyer is in default of acceptance or if he negligently violates any other duty to cooperate, we are then authorised to claim the damages incurred by us, including possible additional expenses. We reserve the right to additional claims.
4. As far as the requirements from point 3 are available, the risk of accidental loss or deterioration of the merchandise shall pass to the buyer at the point in time at which the buyer enters into the state of default of acceptance or debtor's delay.
5. We are liable in accordance with statutory provisions to the extent that the default in delivery is not based upon a wilful contractual infringement for which we are responsible; culpability of our representatives or agents shall be attributed to us. Our liability for damages in this case is limited to foreseeable, typically arising damages, when the default in delivery is not due to a wilful breach of contract on our part.
6. Further legal claims and rights of the buyer due to a default in delivery remain unaffected.

VI. Qualities, dimensions and weights

1. Qualities and dimensions are determined according to the DIN/EN standards or material sheets applicable when the contract was concluded. Any reference to such standards, materials sheets or work-certificates as well as any indication with regard to qualities, sizes, weights or usage of the goods shall not be regarded as a representation, assurance or guarantee. The same shall pertain to any declaration of conformity, manufacturer's declarations and to any related marks such as CE and GS.
2. For weights, the weighing completed by us or by our supplier applies. Proof of weight takes place through presentation of a delivery note. If legally permissible, weights can be calculated without weighting according to standard. The usual charges and discounts (commercial weights) in the German NE-semi-finished goods industry remain unaffected. The number of units, bundles etc detailed on the dispatch note are not binding for goods calculated by weight. If individual weighing is not usually performed, the overall weight of the shipment applies in each case. Differences in the individual weights calculated are divided proportionally on these.
3. Deviations from the agreed weight of the share and total amount are allowed at 10%.

VII. Dispatch and risk transfer

1. If at the request of the buyer the goods are sent to him, with the shipment of these to the buyer, the risk of accidental destruction and accidental deterioration of the goods are transferred to the buyer at the latest when they leave our warehouse. Irrespective of who bears the freight charges or whether the goods are sent from the place of fulfilment.
2. Weight of the share and total amounts are allowed at 10%.

VIII. Warranty and claims as well as recourse / manufacturer recourse

1. The warranty rights of the customer presuppose customer compliance with the duty to examine and requirement to give notice of defects according to Section 377 of the German Commercial Code (HGB).
2. If, notwithstanding all exercised care, the goods delivered already existing at the time of transfer of risk are deficient, we will deliver a remedy or replacement of our choice for the goods, as long as the deficiency is reported in due time. We must always be given the opportunity to fulfil this within a reasonable time-frame.
3. If this fulfilment does not take place, the buyer may demand revocation or a reduction as per his choice.
4. Claims on account of defects do not exist in case of an only minor deviation from the quality agreed upon, in case of a merely minor impairment in useability, in case of natural wear and tear or damage after the passing of risk due to defective or neglected operating resources, over-loading, unsuitable operating fluids or due to special external influences which were not fore-seen under the terms of the contract. If repair work or modifications are carried out inexpertly by the buyer or by third parties, no claims for these and their consequences will be recognised either.
5. All warranties and claims for damages prescribe 12 months after the delivery of the goods with our buyer.

IX. Reservation of ownership

1. We retain ownership of the delivered goods until all demands from the business relationship are settled; for open accounts the reserved property is deemed to be security for the amount outstanding in each case.
2. If the customer violates the contract, in particular by delays in payment, we shall be entitled to recover the goods. The buyer authorises us to enter his business premises to this end: to secure and retrieve the goods.
3. During the normal course of business, the buyer may sell the reserved goods. He is not entitled to dispose of the reserved goods in any other way, particularly pledging or security transfers.
4. If you sell the goods before you own them, any monies received from the sale belong to us, up to the amount of our invoice (including VAT) as agreed with us. This transfer applies irrespective of whether the purchased goods are resold before or after processing. The buyer remains authorised for collection of these receivables even after assignment. Our authorisation to collect the debt ourselves remains unaffected by this. But we oblige not to collect the receivables for as long as the orderer fulfils his payment obligations from the revenues received, is not in default for payment and especially no application for insolvency proceedings has been filed or cessation of payments exists.
5. The buyer's processing or reworking of the object of sale always takes place in our name and contract. The customer's expectancy right in the merchandise shall continue in the reformed article. If the merchandise is processed jointly with other items not belonging to us, then we acquire co-ownership of the new items in relation to the object value of our merchandise to the other objects processed at the time of processing. The same applies in case of mixing. If the mixing takes place in such a way that the buyer's item is viewed as the main item, it is agreed that the buyer transfers a share in the title to us and safeguards the thus created sole property or co-property for us.

X. Other

1. The place of performance and legal venue for all disputes is our business location. We are however entitled to initiate legal proceedings against the client at his own business location.
2. This contract and all legal relations with us are subject to German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)
3. If the order confirmation does not specify otherwise, our business location is the place of performance.
4. All agreements made between parties for the purpose of execution of the contract shall be deemed recorded in this contract in writing.
5. In the event of individual provisions of this contract being or becoming ineffective, this shall not affect the validity of the contract as a whole. The parties are obliged to agree valid regulations in place of the invalid regulations which economically come nearest to the invalid regulations or fill this gap.