

Conditions of sale and delivery

of F&M Armaturen Vertriebs GmbH, Kirchheim / Teck

1. Recognition of general Terms and Conditions

a) All agreements and offers are ours the following conditions, which we as a supplier have made available to the customer and the by the customer by placing an order or accepting it of delivery recognized as a contractual agreement have been.
Deviating conditions of the customer, which we do not expressly acknowledge in writing non-binding for us as a supplier, even then, unless we expressly contradict them.

b) The ones belonging to the offer made by us Documents such as illustrations, drawings, weights and Dimensions are only approximate, as far as they are not expressly designated as binding are. On project documents, cost estimates, We reserve drawings and other documents as a supplier, retains ownership and copyright; these Documents may not be made accessible to third parties become.

c) The concluded contract with the customer remains also legal ineffectiveness of individual parts of our Sales and delivery conditions are binding. On any invalid part of our terms of sale and delivery is to be replaced as it is out of mind the remaining part of the sales and delivery conditions results.

2. Delivery time

The delivery time is only approximately agreed, even if fixed delivery dates are mentioned. The delivery time begins with the day our order confirmation is sent, and it is met if the goods are delivered by the end of the delivery period has left the factory / warehouse or if it is possible to send it the readiness for dispatch of the goods has been reported.
Compliance with the delivery time presupposes the timely execution any act of cooperation by the customer in advance as well as compliance with the agreed payment terms on the part of the customer.
In the case of early delivery, the earlier point in time is and not the originally agreed time is decisive.
Correct and timely delivery on our part on the part of our upstream suppliers is reserved and Basis for every delivery time agreed with us.
The delivery time is extended - even within a possible Delay in delivery on our part - appropriate upon occurrence unforeseen obstacles that we as a supplier despite the due care given the circumstances of the case could not avert, regardless of whether these obstacles are in our factory or in the The factory / factory of our sub-supplier.
Unforeseen obstacles are z. B. breakdowns, official interventions, energy supply difficulties, Delays in the delivery of essential raw dogs Building materials, political influences and the following Riots.
As obstacles i. See the above mention Unpredictable difficulties in production also apply as well as in the event of a strike or lockout.
The supplier must provide the purchaser with such obstacles notify immediately. For later changes of the contract, which can affect the delivery time the delivery time without special mention appropriate, unless special agreements on this to be hit.

3. Price and payment

a) price
Orders for which fixed prices have not been expressly agreed become the ones valid on the day of delivery List prices calculated. The prices apply ex works.
The agreed prices are net prices. Packaging costs, Transport insurance and also the VAT will be charged separately.
Payment must be made in cash without any deduction within of 30 days, unless otherwise agreed was hit.
The customer comes through the naming without a reminder of the due date on our invoice.
If the customer is in default of payment, we are as Supplier is entitled, without prior setting of a deadline, from To withdraw from the contract or to pay damages To demand non-performance.
If there is a significant change in the following price factors a rising raw material prices, unforeseen significant changes in economic conditions of our upstream suppliers, all cases of force majeure - each contracting party can revise the Demand the price by negotiation.
All after the conclusion of the contract (date of the order confirmation) occurring changes to the agreed foreign currency or the exchange rate at Euros hit the customer.
b) payment
If the target is exceeded or if payment is not made on time the customer will be charged interest of 2% p. a. over calculated at the discount rate of the Deutsche Bundesbank. Bills of exchange are only on account of performance without guarantee for Protest and only by agreement and on condition assumed their discountability. Discount charges are from the due date of the invoice amount calculated on.

4. Transfer of risk, dispatch and freight

If the goods are sent at the request of the customer, so goes with their delivery to the shipping agent of the supplier, but no later than when the Factory or warehouse the risk of accidental and the accidental deterioration of the goods the purchaser, regardless of whether the dispatch takes place from the place of fulfillment or whether another Agreement on freight costs has been made is. Is the goods ready for dispatch and the delay is delayed Dispatch or acceptance for reasons that the supplier is not responsible, the risk goes with the Receipt of the notification of readiness for dispatch to the customer over. Items are delivered, even if they are show insignificant deviations from the customer to accept. Returns made by the supplier without prior notice Agreement not accepted are free The supplier's house. For returns we charge the customer 20% of the invoice amount for loss of new value.

5. Retention of title

The delivered goods remain until full payment all claims from the business relationship between property of the supplier to the supplier and the purchaser.
The setting of individual claims in an ongoing Invoice as well as the netting and also the Recognition of the balance affect the retention of title the supplier does not. Receipt is only considered payment the equivalent value at the supplier.
The customer is responsible for reselling the reserved goods authorized in normal business dealings; a pledge or assignment by way of security is not his allowed.
The customer is obliged to respect the rights of the supplier when reselling conditional goods on credit to secure accordingly.
The purchaser's claims from the resale
The purchaser transfers the reserved goods to the supplier now from. The supplier accepts this assignment. Regardless the assignment and the right of the supplier to collect is the customer to collect the claims as long as he is entitled to his obligations complies with the supplier and not in financial collapse device. At the request of the supplier, the customer has the information required for the collection about the assigned claims against the supplier make to notify the debtor and also the debtors to notify the assignment. The supplier is also entitled to the assignment of the claim to the debtors to be disclosed to. Any treatment or processing of the reserved goods is done by the customer for the supplier without for The latter result in obligations. When processing, Combining, mixing or blending the reserved goods with others not belonging to the supplier The resulting goods are available to the supplier Co-ownership share in the new item in the ratio of Invoice value of the reserved goods to the other processed Goods at the time of processing, connection, Mixing or blending too. Acquires the Buyer the sole ownership of the new item, so are the supplier and the customer agree that the customer the supplier in the ratio of the invoice value of processed or connected, mixed or blended Reserved goods co-ownership of the new item and will keep them free of charge for the supplier.
If the reserved goods are used together with other goods, regardless of whether without or after processing, connection, Mixing or blending resold, so the above agreed advance assignment only applies to the amount of Invoice value of the reserved goods, which together with the other goods are resold. About foreclosure measures by third parties in the reserved goods or in the claims assigned in advance the customer must immediately inform the supplier Transfer of the for a third party objection suit or a to inform other legal remedies necessary documents. The supplier undertakes to comply with the above Agreements to which he is entitled according to his
To release the choice at the request of the customer insofar as their value the claims to be secured by 20% or more exceeds. The customer is obliged to return the goods subject to retention of title to his Insure costs

6. Warranty, liability and notification of defects

a) Material defects, warranty claims Is the delivery item defective or missing warranted properties or is it within the Defective warranty period, the supplier shall at his discretion - to the exclusion of others or others
Warranty claims of the purchaser deliver or repair. Finding such Defects must be reported to the supplier immediately recognizable defects, however, no later than 10 Days after receipt; if not recognizable Defects immediately upon detection - in writing be communicated. The warranty period begins with the delivery of the goods to the customer; it ends but no later than 24 months after the goods Has left the supplier's plant.
Has a third one without Approval or approval of the supplier Repair or change to the delivery item made, the supplier is not liable.
If the supplier leaves a reasonable
The grace period expires without replacement or the Having fixed the deficiency or suggests the improvement fails, the customer has to the exclusion of all other claims the right to withdraw from the contract.

We are liable for replacement deliveries and repair work the supplier to the same extent as for the original delivery item: for replacement deliveries the warranty begins anew. For parts that the supplier only built it into the delivery item only the warranty period applies the sub-supplier has granted the supplier. To the sub-supplier's warranty period has also

b) Other claims for damages
Claims for damages by the customer due to impossibility performance, default, positive breach of contract, from negligence when concluding the contract and from unlawful acts are excluded, unless they are based on intent or gross negligence of the supplier or his managerial staff.
In these cases, the customer has to be excluded all other claims - including such a right of withdrawal.

c) Refusal of performance, retention and Right of set-off
The customer cannot because of any counterclaims refuse or withhold their services as well as offset against counterclaims, unless these counterclaims are recognized by the supplier or determined by a court.

d) Fringe benefits
Any advice, recommendations or other Additional services are always non-binding. Claims for damages or other claims can result from it neither the supplier nor against him Employees or agents.
All information resulting from the supplier's offers regarding the systems offered and Delivery items are strict by the customer to be treated confidentially. The information will be by the supplier exclusively for their use in
With a view to purchasing the equipment described compiled. Passing on all or part these documents to third parties or their evaluation the customer for other purposes is without the written
The supplier's consent is not permitted.

7. Force majeure, strikes and lockouts

If the supplier is involved in the fulfillment of his contractual obligation due to the occurrence of unpredictable, extraordinary Circumstances prevented him from following Do not take reasonable care in the circumstances of the case could, regardless of whether at the supplier's plant or with his upstream suppliers - z. B. Operational disruption, official intervention, delay in the Delivery of essential raw and building materials, energy supply difficulties, unpredictable difficulties during production - so prolongs when the Delivery or service is not impossible, the delivery period to a reasonable extent. Is through the aforementioned Circumstances the delivery or service is impossible, so the supplier is released from the delivery obligation. Also in the case of strike and lockout is extended if the Delivery or service is not impossible, the delivery period to a reasonable extent. When the delivery or Performance becomes impossible, the supplier is relieved of the delivery obligation free.
Is extended in the aforementioned cases the delivery time or will the supplier of the delivery obligation free, any derived therefrom do not apply Claims for damages and right of withdrawal of the customer. If the aforementioned circumstances occur with the customer, the same legal consequences also apply to his purchase obligation.
The supplier can only rely on the aforementioned circumstances called if he notifies the customer immediately. If he neglects to do this, he may be favored Legal consequences not a.
As an immediate notification the timely sending of the message to the customer applies.
It depends on the customer receiving the message not on.

8. Place of fulfillment, place of jurisdiction and applicable law

Place of performance for all obligations from the contractual relationship is the seat of the supplier. The contractual relationship is subject to the law of the Federal Republic Germany (with the exception of the uniform sales law).