

I. General - Scope of application

1. Our general terms and conditions for subcontracting (hereinafter referred to as "General Terms and Conditions") apply exclusively to the execution of contract work. Terms and conditions deviating from or deviating from the general terms and conditions of business of the purchaser Does not appear unless we have expressly agreed to their validity in writing. Our general terms and conditions also apply if we carry out the work without reservation without knowledge of contradictory terms of the customer which deviates from our business conditions.
2. General terms and conditions.
3. Our General Terms and Conditions shall also apply to all future transactions with the Purchaser.
4. By placing an order, the purchaser acknowledges our general terms and conditions.

II. Offers - tender documents

1. If the order is to be classified as a binding offer within the meaning of § 145 BGB, we can accept it within four weeks. Otherwise, a contract will only be concluded by our written order confirmation.
2. Our written confirmation of order is decisive for the scope of delivery and services.
3. Verbal agreements and collateral agreements as well as amendments to the contract shall only be effective upon written confirmation by us.
4. We retain title and copyrights to illustrations, drawings, calculations and other documents; They must not be made accessible to third parties. This applies in particular to such written documents, which are designated as "confidential". Prior to their transfer to third parties, the customer requires our express written consent.

II. Prices - Terms of payment

1. Unless otherwise stated in the order confirmation, our prices are ex works, excluding packaging, freight and insurance.
2. VAT is not included in our prices; It is stated separately in the invoice at the statutory rate on the invoice date.
3. Insofar as cost increases or other circumstances occur which have occurred after the order confirmation and which were not foreseeable up to the execution of the order, we are entitled to adjust the prices accordingly. The price increase must be within the scope of the changed circumstances.
4. The deduction of cash discount requires special written agreement.
5. Tools, fixtures and other special equipment supplied by us for individual items remain our property even if the costs for this are shown in the invoices in whole or in part.
6. Unless otherwise stated in the confirmation of order, the invoice amount shall be payable net (without deduction) with the date of receipt of the invoice by the customer. If the customer is in default of payment, we are entitled to demand interest on arrears in the amount of the bank credit interest calculated for us, but at least 9 percentage points above the base interest rate. If we are able to prove a higher arrears, we are entitled to assert them. The purchaser is, however, entitled to prove to us that we have suffered no or a significantly lower loss as a result of the delay in payment.
7. In the event that the agreed payment period is exceeded, we are entitled, without the special prior notice, to demand immediate payment of outstanding claims, checks and bills of exchange.
8. The Purchaser shall only be entitled to set-off rights if his counterclaims are legally established, undisputed or acknowledged by us. In addition, he is entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

III. Delivery - Delivery time

1. Unless otherwise agreed, the delivery period starts with receipt of the order confirmation, but at the earliest with the delivery of the material to be processed, provided that at this time all essential technical, technical and organizational details are binding.
2. If the delivery is delayed due to unforeseeable circumstances, in the case of subcontractors or subcontractors, such as force majeure, strike, raw material shortage, disruption to operation or loss of energy, we shall extend the delivery period to an appropriate extent . If the delivery or performance is impossible or unacceptable due to the aforementioned circumstances, we are free from the delivery obligation. We may be entitled to the aforementioned circumstances if we notify the customer immediately.

3. If the purchaser is in default with regard to his obligation to cooperate or cooperate after a written reminder, we are entitled to withdraw from the contract or to demand damages due to non-fulfillment, subject to a written deadline of 14 days.
4. Part deliveries are permissible insofar as they are reasonable for the purchaser.
5. The risk for items to be processed by the Purchaser shall pass to the Purchaser upon leaving our factory, but at the latest with the handover to the freight forwarder or freight carrier. We are liable for transport damage only for intent and gross negligence. The liability for simple and slight negligence is excluded, as long as it is not a violation of a contractual obligation within the meaning of the jurisprudence of the Federal Court of Justice.
6. If the goods to be processed are picked up by us at the request of the customer, the risk of transportation is borne by the purchaser. The customer is free to insure these dangers.
7. If the goods are ready for dispatch and the dispatch or acceptance is delayed for reasons beyond our control, the risk is transferred to the customer with the receipt of the notification of the dispatch department.
8. The purchaser must call up the goods declared ready for dispatch without delay, but at the latest after expiry of a reasonable period after notification. If no call-in takes place, we are entitled to store the goods at our own expense and at the expense of the customer and to charge them as delivered ex works.

IV. Delivery - Delivery time

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8. The purchaser must call up the goods declared ready for dispatch without delay, but at the latest after expiry of a reasonable period after notification. If no call-in takes place, we are entitled to store the goods at our own expense and at the expense of the customer and to charge them as delivered ex works.
9. If dispatch or delivery of the goods is delayed at the customer's request or at the request of the customer, a storage fee of 1% of the invoice amount can be charged for each month commenced, starting one month after notification of readiness for dispatch. The storage fee shall be limited to 5% of the invoice amount, unless we can prove higher storage costs. The purchaser can provide proof that storage costs have not been incurred at all or are significantly lower than the lump sum.
10. We shall not be held responsible for waiting times, as far as their overall survival is still appropriate, unless pick-up and delivery dates are binding.
11. If processed goods are returned for reasons for which we are not responsible, the customer bears the risk until the goods are received.
12. Items delivered shall also be accepted by the Purchaser if they have negligible defects.
13. Surface-treated parts are packaged only to the extent that the material to be processed has been sent in packaged packaging, re-packaging has been requested and the packing material is re-usable. If a packaging is additionally required after the surface treatment, this is calculated separately and not taken back.

14. If dispatch is delayed as a result of circumstances for which the Purchaser is responsible, the risk transfer shall take place on the day of the declaration of readiness for dispatch.

15. If, after we have been in default, the Purchaser places a reasonable period of grace with a threat of refusal, he shall be entitled to withdraw from the contract after the expiry of this period of grace. Compensation claims due to non-fulfillment in the amount of the foreseeable damage shall be borne by the Purchaser only if the delay is based on intent, negligence or a material breach of duty; In addition, the liability for damages is limited to 20% of the damage incurred.

V. Warranty for defects

1. We shall only assume liability for our services in accordance with the following provisions and only as the first customer against the customer. The assignment of warranty claims to third parties is excluded.

2. The quality of the goods depends exclusively on the agreements made. The date of the risk transfer is decisive for the contractual condition of the goods.

3. We ensure professional E-polishing and welding work according to the recognized rules of technology and the applicable DIN regulations.

4. The warranty period is one year. The goods delivered must be inspected immediately for faultlessness. The deficiencies shall be reported in writing immediately upon receipt of the goods. In the case of defects that are not immediately recognizable, they must be reported immediately after discovery of the defect. If defects are detected during the further processing, this is to be stopped until we are convinced of the condition of the goods.

5. In the case of non-formal or timely complaints, the goods shall be deemed to have been approved.

6. The objects handed over to us for processing shall be supplied with a delivery note or with exact written indication of the number of items and the total weight. The information on the raw weight, even if it is important for the customer, is not binding on us. For missing parts only replacement is made if their delivery is occupied by a delivery note signed by us and the risk for the missing parts has passed to us.

In the case of small parts and mass parts, we assume no liability in principle for up to 3% of the delivered total quantity for committee and defect quantities, unless this has been agreed upon differently.

7. If a defect is caused by us, we shall be entitled, at our discretion, to rectify the defect or to make a replacement delivery. In the case of the rectification of defects, we are obliged to bear all costs necessary for the purpose of rectifying the defect, in particular transport, path, work and material costs, provided these do not increase due to the fact that the machined parts have been moved to a place other than the place of performance .

8. If the material delivered by the customer does not correspond to the contractual agreements, there is no warranty obligation. The purchaser is aware of the fact that we deliver the material supplied only to an optical, apparent goods receipt inspection. There is no test with regard to material changes or surface structure. The material to be treated must be free of any contamination; It must not contain pores, cracks or the like. If this is not the case, we are entitled to reject the processing or to withdraw from the contract. If the purchaser is nevertheless prepared for processing or if the delivered material is not suitable for reasons which are not apparent to us, we accept no guarantee.

9. If we are not willing or unable to rectify the defect / replacement delivery, or if we refuse to accept them or delay them beyond reasonable time for reasons which we are responsible for, or if the defect / replacement delivery fails in any other way, The customer is entitled to withdraw from the contract or to reduce it.

10. Unless otherwise stipulated in the following, further claims of the Purchaser shall be excluded - irrespective of the legal grounds. We are therefore not liable for damages that have not occurred to the object of the contract itself; In particular, we shall not be liable for loss of profit or other financial losses on the part of the Purchaser.

11. The foregoing exemption from liability does not apply if the cause of the damage is based on intent or gross negligence.

12. If we culpably breach a material contractual obligation or a primary obligation, the liability is limited to the contractual type damage.

VI. Total liability

1. Liability for damages which do not occur on the delivery item itself is excluded - irrespective of the legal basis. Insofar as the liability for damages is excluded or restricted, this also applies to the personal liability for damages of our employees, employees, employees, representatives and vicarious agents.

2. This exclusion of liability shall not apply in case of willful intent or gross negligence as well as in case of culpable injury to life, body or health and in the case of defects which have been concealed in a malicious manner and in the case of a guarantee.

Liability under the Product Liability Act remains unaffected.

3. In case of culpable violation of essential contractual obligations, the claim for damages in the event of slight negligence is limited to the contractual, reasonably foreseeable damage.

VII. Security rights

1. We have a statutory right of entrepreneur on the objects processed by us. Irrespective of this, the customer assigns us a contractual right to the objects handed over for the purpose of processing, which serves to secure our claim from the order. Unless the parties to the agreement have agreed otherwise, the contractual lien is also applicable to receivables from earlier orders and deliveries insofar as they are connected with the object of the contract in a coherent, coherent, living relationship. If the customer is delivered the parts treated before full payment, the buyer has already agreed that the ownership of these parts is transferred to us in the value of our claim to secure our claims and the transfer of ownership is replaced by the customer ordering the parts For us.

The same shall apply with regard to the purchaser's right to the contract to us for the purpose of processing which has been delivered to the purchaser by a third party subject to retention of title. We are entitled to demand the abolition of the reservation of title. The Purchaser's right to re-transfer the goods against a third party to whom he has previously transferred the items handed over to us for the purposes of processing are hereby assigned to us. We accept the assignment.

2. The Purchaser shall not pledge or assign goods to which we have a lien or which are in our security property. However, he may resell or process the goods in the ordinary course of business, unless he had already ceded the claim against his contract partner in advance to a third party. Any processing of the goods over storing us by the customer to a new movable object shall be effected on our behalf with effect for us, without any liabilities arising therefrom.

We hereby grant to the Purchaser the new property co-ownership in the ratio of the value of the new object less the value of our service to the value of the new object. The purchaser shall keep the new item with commercial diligence and for consideration.

3. In the event that the Purchaser acquires, through the connection, blending or mixing of our security goods with other movable property, into a uniform new item on this sole or co-ownership, he shall already transfer this right of ownership to us in proportion to the value of our assets To the value of the other item with the same commitment to keep the new item free of charge for us.

4. In the case of the resale of the goods processed by us and over-usable for security or the new item produced therefrom, the customer has to inform his customers of our security property.

5. In order to secure the fulfillment of our claim, the purchaser shall assign to us all claims arising in the future from the resale or the further processing of the goods which are superior to us with an additional right in the amount of the value of the goods. We accept the assignment.

6. The purchaser is authorized to collect the claims resulting from the resale or further processing against third parties in our favor. At our request, the purchaser must individually prove the claim and disclose the assignment to third parties with the request to pay to us up to the amount of our claims. We are also entitled to notify the buyer of the assignment at any time and to collect the claim.

7. The purchaser is obliged to inform us without delay of third-party enforcement measures in the security rights.

VIII. Jurisdiction - Place of performance - Choice of law - Severance clause

1. The court of jurisdiction is Pforzheim. However, we are also entitled to sue the customer at his registered office.

2. Unless otherwise stated in the order confirmation, our place of performance is the place of performance.

3. The legal right of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods shall apply to all legal relations between us and the customer.

4. Should any of the above provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.