



§ 1 AREA OF APPLICATION

1. These general conditions are exclusive and only for businessmen, legal persons of the public right or public-legal fund assets within the meaning of § 310 (1) BGB. We only accept the purchaser's terms that differ or oppose from our general conditions if we distinctively agreed in a written manner to their application.
2. These general conditions also apply for every future business dealings with the purchaser as far as it is about a transaction of a related kind.

§ 2 OFFER AND CONTRACT FORMATION

As far as there is an order within the meaning of § 145 BGB, we can accept it within two weeks from the date of the notice.

§ 3 PROPERTY- AND INTELLECTUAL PROPERTY RIGHTS

To all documents that are left to the purchaser in connection to placing of orders e.g. drawings etc. we reserve the property- and intellectual property rights to us. It is prohibited to make the documents accessible to a third party unless we give our explicit and written consent to the orderer for it.

If we don't accept the offer of the orderer within two weeks as it is mentioned in § 2, the orderer is obligated to send the remaining documents directly back to us.

§ 4 COSTS AND PAYMENTS

1. Unless a contradicting written agreement has been made, our factory prices include packages, but exclude tax and delivery costs in the particular valid amount. The costs of the delivery are being charged separately.
2. The payment of the purchasing price has to be made to the mentioned account exclusively. The withdrawal of discount is only acceptable with a written agreement.
3. When ordering the product 50 % of the particular purchase price has to be paid in advance. The remaining sum of the purchase price has to be paid within the next 14 days after delivery, unless there is a contradicting written agreement.
4. Unless there was an agreement of a fixed price we reserve the right to apply adequate changes of the prices, because of changed wages, material- and distribution costs for the deliveries that occur three months or later after conclusion of contract.

§ 5 COMPENSATION AND RIGHT OF DETENTION

The purchaser may only demand compensation, if the counterclaims have been legally clarified or are unchallenged. Using the right of detention is only allowed, if the counterclaim is bound to the same contractual relationship.

§ 6 DELIVERY TIME

1. The beginning of our declared delivery time assumes the punctual and correct completion of the purchaser's obligations. The exception of the not fulfilled contract is reserved.
2. If the orderer comes into default of acceptance or violates the corporational duties we are justified to claim the resulting damage including additional expenditure. Further aspirations are reserved.
In case of the abovely mentioned preconditions, the danger of an accidental loss or an accidental decline of the product's value devolves to the purchaser for the time in which this person comes into default of acceptance or debtor's delay.

§ 7 TRANSFER OF RISK WHEN SENDING

If the product is being sent to the orderer as desired, the danger of an accidental loss or an accidental decline in value devolves to the orderer from the moment of the dispatch to the purchaser on but at the latest after leaving from the factory. This applies independently whether the dispatch of the product occurs from the place of execution or which party pays the delivery costs.

§ 8 RESERVATION OF PROPRIETARY RIGHTS

1. We reserve the ownership of the delivered product to us until the complete payment of all claims according to the delivery contract has been made.
2. The orderer is obliged to handle the product carefully as long as he isn't the owner of the product yet. As long as he doesn't hold the ownership rights, the orderer has to contact us immediately and in a written manner in case the delivered item was impounded or was exposed to a third party.
3. The resale of the product is prohibited, as long as it is under our reservation of proprietary rights. Contradicting arrangements are to be made in a written manner.

§ 9 CLAIMS FOR DEFECTS AND GUARANTEE CLAIMS

1. The pictures for the product don't have to match the delivered products. The used types of timber in particular can lead to a different appearance in colour and pattern. If the changes are reasonable for the purchaser there aren't any reservation rights.
2. If the product has some failings we will take care of supplementary performance that means compensation delivery or correction of faults. If the supplementary performance of the orderer is only possible with disproportional expenditure, we are enabled to provide supplementary performance in another way. The necessary expenditures for the supplementary performance are borne by us. If we are not able to fulfil the supplementary performance the orderer has the right to choose between terminating the contract or lowering of the purchase price.
3. Defect products have to be handed back to us immediately, unless the orderer decided to choose the lowering of the purchase price instead. The costs for the returning delivery in case of a defect are borne by us unless we do insist to pick up the product by ourselves.
4. Reservation rights become time-barred after 2 years from delivering on.

§ 10 COMPENSATION OF DAMAGES

Compensation of damages based on a breach of duty out of the contractual relationship has to be fulfilled under the legal conditions. The same applies for compensational claims based on the product liability law. All hints and instructions on the packaging and enclosed instructions have to be followed. We won't be held responsible deviating usage and/or handling.

§ 11 DATA PROTECTION/CREDIT CHECK

The data that are necessary for the business purposes are being saved. Of course, all personal data are being handled confidentially.

§ 12 MISCELLANEOUS

1. This contract and the whole legal relationship are liable to the rights of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the international sale of goods.
2. The place of fulfilment and the legal domicile for all conflicts arising out of this contract is our place of business, unless anything different occurse from the order confirmation.
3. All agreements that are made between the parties in order to complete this contract are noted on this contract.

§ 13 SALVATORIUS CLAUSE

If one ore several regulations of the contract should be completely or partially be or become ineffective the continuance of the remaining regulations is not effected. The parties commit themselves to contribute to a convention that will represent the original intention in the economical sight as much as possible. The above mentioned regulations apply in case that the contract proves to be incomplete.