



GENERAL CONDITIONS

1. By accepting a confirmation of order, at the latest, however, when the order has been placed the ordering party acknowledges that the conditions of sale and delivery shall apply for the entire business relationship with the supplier.
2. Each and every deviation from the conditions of sale and delivery of the supplier shall be considered a rejection of the order. The acceptance of a delivery – even with reservations – shall be considered an acceptance of the conditions of sale and delivery of the supplier.
3. Orders shall become legally binding after the written confirmation of the supplier or after execution of the order. Collateral agreements, modifications or supplements to a contract require the written confirmation of the supplier to be valid.
4. With respect to the time limits for delivery or performance of services, the mutual written statements shall be decisive.
5. A mutually agreed time limit shall be considered observed by setting aside the goods for the ordering party. If dispatch has been agreed, a time limit shall be considered observed when the ready-to-operate consignment has been dispatched. The observation of an agreed time limit requires the punctual receipt of all documents to be provided by the ordering party and the observation of the agreed terms of payment and other obligations of the ordering party. If these pre-requisites are not met in due time, the time limit shall be extended by a reasonable period of time.
6. The goods supplied, even if they have unessential defects, shall have to be accepted by the ordering party. Partial deliveries shall be permissible.
7. The supplier shall be permitted to rescind the contract if unfavourable circumstances with respect to the financial conditions of the ordering party get known afterwards, such as delay in payment with respect to claims of the supplier. If the supplier wants to avail himself of this right to rescind, he undertakes to inform the ordering party immediately after obtaining the knowledge of the severity of the circumstances.
8. For defects, which shall include the absence of guaranteed properties as well, the supplier shall be liable in keeping with the following regulation:
 - The ordering party shall be obligated to immediately examine the deliveries.The determination of the defects shall have to be reported to the supplier in writing within three days stating the concrete objections. After the period has run down without a complaint having been filed, warranty claims shall be excluded.