

General Terms and Conditions

I. General

These terms of delivery and payment shall be applied/ are valid to deviating agreements even if they differ from the general terms and conditions of purchase of the buyer, unless we confirm in writing on our part, that we accept the buyer's terms and conditions of purchase.

II. Offer

1. Generally first offers are submitted free of charge. Additional offers and drafts are only free of charge if the delivery contract becomes and remains valid. The offers are not binding. A contract comes into being - in the absence of any other written agreement - with the written order confirmation by R.WEISS
2. The documents forming part of the offer, such as illustrations, drawings, weights and measurements, are only approximately decisive, as long as they are not explicitly termed as binding. The R.WEISS reserves all proprietary rights and copyrights in cost estimates, drawings and any other documents, which may not be disclosed to third parties. R.WEISS is obligated to receive prior consent of the buyer before making available to third parties such plans deemed to be confidential.

III. Scope of Delivery

1. A written order confirmation of R.WEISS is authoritative for the scope of the delivery. Collateral agreements and amendments require written confirmation from R.WEISS. This also applies to the alteration of this form clause.
2. Protective devices will insofar also be delivered if this is agreed. The buyer provides to the wish of R.WEISS sample material in sufficient quantities and free of charge. This material will not be replaced, as far as it is consumed by test runs or commissioning, spoiled or get lost in any other way.

IV. Prices and Payment

1. Unless otherwise agreed, our prices apply „ex works“ including loading at the factory, but excluding packaging and other expenses, as well as exclusively assembly. All offered prices are net prices, to which the respective value added tax will be added. The prices are agreed on the basis of the time of tendering valid cost factors, especially raw material prices and wages etc. Should these factors significantly change at any time before delivery of the contractual object, R.WEISS is entitled to equal prices in accordance with the changes in cost.
2. In the absence of a special agreement, payment must be rendered in cash strictly net free to R.WEISS and namely:
50% at order placement
50% notification of the preparation for dispatch
3. The buyer is only entitled to withhold payments, if his counterclaims are undisputed or established as legally valid.
4. The buyer is only entitled to withhold payments with counterclaims from other contractual relations, if they are undisputed or has been established as legally valid.

V. Time of Delivery

1. Delivery periods are determined by the obligations of a businessman, this means by the customs of engineering. / Delivery times are determined after prudent businessman customary norms, this means that they are meant for mechanical engineering used normal conventions. Compliance with time of delivery by R.WEISS requires that all commercial and technical issues between the contractual partners have been resolved and that the buyer has fulfilled all his obligations, such as submission of all the official documents required or the receipt of an advance payment. If this is not the case, then the lead time is extended accordingly. This does not apply insofar as R.WEISS responsible for the delay.
2. Compliance with the delivery time is subject to correct and punctual prior deliveries. Impending delays shall be notified by R.WEISS as soon as possible.
3. The delivery period begins at the time the order is confirmed, however not before submission of the documents, permits, and releases to be provided by the buyer as well as receipt of any agreed advance payment.
4. The delivery period is fulfilled if the subject matter of delivery has left the factory or if readiness for dispatch has been advised.
5. The delivery period shall be extended to an appropriate extent in the event of unexpected hindrances occur, which lie beyond the control of R.WEISS or encountered by subcontractors – for example interruptions, proved rejection, delays in the delivery of essential raw materials, insofar as such impediments provably have a considerable influence on the completion or delivery of the contractual item. The described conditions are also not the responsibility of R.WEISS, if they occur during an existing default. R.WEISS will notify the purchaser as soon as possible of the start and end of such hindrances.
6. If dispatch is delayed due to reasons for which the buyer is responsible, then he will be invoiced beginning one month after notification of the readiness for shipment for the cost incurred by the storage for storage at R.WEISS, at least 0,5 percent of the invoice amount for every month. However, after setting a reasonable deadline and fruitless expiration of this period, R.WEISS shall be entitled to make other arrangements for the delivery item or to supply the buyer within a reasonably extended period of time.
7. If the buyer sets R.WEISS an adequate time limit - with taking into account the legal exceptions - and should this time limit not be observed, then, the buyer has the right, within the scope of legal regulations, to withdraw. At the request of R.WEISS the buyer to state within an appropriate period whether he will make use of its right of rescission.
8. Further claims from default in delivery are exclusively determined in accordance with section IX.2 of these conditions.

VI. Transfer of Risk and Reception

1. The risk shall be transferred at the latest with the dispatch of the delivery parts to the buyer, even if partial deliveries take place or if R.WEISS has agreed to other services, e.g. the dispatch costs or delivery and installation. On request and at cost of the buyer the delivery shall be insured by R.WEISS against theft, breakage, transport, fire and water damage.
2. If dispatch is delayed due to reasons for which R.WEISS is not responsible, the risk passes over to the buyer as of the date of readiness for dispatch, R.WEISS however, being obliged to effect, on request and at the cost of the buyer, those policies of insurance the latter demands.
3. The buyer shall take delivery of the supplied goods, even if they are slightly defective, regardless of the rights arising from Section VIII.
4. Partial deliveries are permissible as far as these can be reasonably expected of the buyer.

VII. Title Retention

1. R.WEISS shall retain ownership of the delivery item until the receipt of all payments arising from the business relationship, including for any additionally owed ancillary service.
2. R.WEISS is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the buyers expense unless the buyer has itself submitted proof that a corresponding insurance policy has been concluded.
3. The buyer shall not be entitled to pledge the delivery item or to assign it by way of security. In the event of attachments and seizures or other third party dispositions, the client has to notify R.WEISS immediately.
4. In the event of action by the purchaser in breach of the terms of the contract, in particular in the event of arrears in payment, R.WEISS is entitled to take back the delivery item and the purchaser obligated to return same.
5. The assertion of the retention of title as well as the garnishment of the delivery object by R.WEISS is not considered withdrawal from the contract.

6. Filing for commencement of insolvency proceedings on the part of the customer shall entitle R.WEISS to withdraw from the contract and to request the immediate return of the delivery item.

VIII. Defects in Delivery

In the case of material defects and defects of title, R.WEISS is liable excluding further claims – section IX. being reserved - as follows:

Material defects:

1. R.WEISS shall repair or replace all parts that are proved as defective due to certain circumstances prevalent before the transfer of risk, as per discretion of R.WEISS. The identification of such defects must be notified to R.WEISS immediately and in writing.
2. The buyer must give us all the time and opportunity that may be reasonably required to make the necessary repairs and to make substitute deliveries, otherwise R.WEISS shall be released from any liability for resulting consequences. Only in urgent cases where there is a risk to operational safety and to avert disproportionate further damage, whereby the R.WEISS must be informed immediately, does the buyer have the right to have the defect rectified himself or by third parties and to demand compensation from R.WEISS for the required expenses.
3. Of the immediate costs arising from the remedial work or replacement delivery - in so far as the complaint turns out to be justified, R.WEISS shall bear the costs of the replacement item including its dispatch. In addition, R.WEISS also shall bear the costs of disassembling an installation as well as the costs for required fitters and assistants, including travel expenses, provided that this does not place an unreasonable burden on R.WEISS.
4. The buyer is entitled to withdraw from the contract within the framework of the statutory regulations if R.WEISS allows a reasonable period for repair or replacement delivery which it has been set to rectify a technical defect to expire without success. In case of a minor defect the buyer shall only be entitled to a reduction in the contract price. Otherwise the right to reduce the contract price is excluded.
5. Further claims from default in delivery are exclusively determined in accordance with section IX.2 of these conditions.
6. No guarantee is granted particularly in the following cases:
Inappropriate and improper usage, incorrect assembly or faulty operation by the buyer or a third party, natural wear and tear, as well as faulty and negligent treatment, improper maintenance, unsuitable operating, defective construction work, unsuitable foundation and chemical, electrochemical or electrical influences, to the extent that the same cannot be ascribed to R.WEISS.
7. If the buyer or a third party carries out an improper repair, R.WEISS shall have no liability for the resultant loss/damage. The same applies for modifications to the supplied item carried out without our prior consent.

Defects of title:

8. If the use of the delivered item leads to the violation of industrial property rights or copyrights within Germany, R.WEISS shall at the supplier's own expense obtain the right of further use for the buyer or modify the delivered item in a manner that can be reasonably expected of the buyer to the extent that the infringement of rights no longer exists.

If this is not possible at commercially reasonable conditions or in a reasonable period, the buyer is entitled to withdraw from the agreement.

Under the conditions indicated, R.WEISS is also entitled to withdraw from the contract.

Furthermore R.WEISS shall indemnify the buyer against undisputed claims or claims of the owner of the industrial property rights concerned that are recognized by declaratory judgment.

9. The obligations of R.WEISS as defined in section VIII.8. are subject to section IX.2., in the event of industrial property rights or copyrights being violated, shall be final.

They shall only exist, if

- > the buyer informs R.WEISS immediately about claimed infringements of protected rights or copyrights,
- > the buyer supports R.WEISS in an appropriate scale with the fending off of the asserted claims or enables us to perform modification measures in accordance with section VIII.8.,
- > all measures for fending off including out of court settlements remain reserved are left to the discretion of R.WEISS,
- > the defect of title is not based on an instruction made by the buyer and
- > the infringement of rights was not caused by the fact that the buyer modified the delivery item unauthorized or used the item in a manner contrary to the terms of the contract..

IX. Liability, liability exclusion

1. If the delivery item cannot be used by the buyer due to culpably omit or faulty recommendations and consultations, which took place before or after conclusion the contract or by culpably breaching fundamental contractual obligations - particularly instructions for use and maintenance of the delivery item - the stipulations of sections VIII. and IX.2. shall be valid accordingly, to the exclusion of further claims of the buyer.
2. Where there has been no damage to the delivery item itself R.WEISS will only accept liability - for whatever legal reasons - in the event of
 - a) intent,
 - b) gross negligence on the part of the owner/committees or company executives,
 - c) culpable injury to life, body and health
 - d) defects, which R.WEISS has maliciously concealed
 - e) or within the scope of a guarantee promise.

In the event of a culpable fundamental breach of contractual obligations, R.WEISS shall also liable for gross negligence on the part of non-executive employees and for minor negligence, whereby the latter instance shall be limited to the reasonably foreseeable damage that is typical of the contract.

Further claims are excluded.

X. Limitation period

All claims of the buyer - arising from any legal ground whatsoever – expire in twelve months. For damage claims with section IX.2. a-d time limits by the law shall apply.

XI. Place of Jurisdiction

For all conflicts resulting from the contractual relationship, claims are to be filed at the court which is responsible for

For all disputes arising in connection with the contractual relationship, action is to be raised at the court that is competent for the head office of R.WEISS. However R.WEISS is also entitled to sue at the buyer's location. All contractual relationships between the buyer and R.WEISS are subjected to German rights.

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