

General Terms and Conditions (version as of 1 January 2018)

General

All products and services we offer are based on the following terms and conditions as well as the general terms of delivery for products and services in the electrical industry. They apply for all products and services we provide. Amendments and supplementary agreements are only effective if both contractual partners confirm these in writing. Other general terms and conditions such as those of the customer do not become part of the contract, regardless of the time at which they are introduced, and even if the contractor does not expressly reject them.

1. Quotes, contracts and prices

1.1 All quotes we make are non-binding and are subject to change without notice if no other written agreements are made. The contract comes into being when we give order confirmation in writing. The goods are subject to prior sale up to this time.

1.2 Our written order confirmation is solely decisive for the extent of our obligation to supply. During the delivery period, we reserve the right to make technical changes which do not impair the functioning of the products. Regardless of the volume of the order, we reserve the right to make partial deliveries.

1.3 Property rights and copyright to the documents on which the quotes are based belong solely to the contractor. Quotes are subject to reproduction and distribution rights. The quotes must not be made accessible to third parties. The drawings and other documents on which the quotes are based must be returned on demand if the contract does not come into being.

1.4 The prices refer to the scope of goods and services described in the quote.

1.5 The prices are based on the valid list prices of the contractor in each case. The prices given there are ex stock Viersen plus the VAT rate valid at the time at which the relevant services or products are provided. The prices are calculated according to type and volume of the quote and are adjusted if the orderer requests later modifications. Insofar as the list prices are calculated on the basis of delivery prices of the suppliers and of currency parities, customs and import duties and this was expressly made part of the contract, the contractor is entitled to carry out a reasonable price correction after a period of 4 months if these calculation data change and delivery has not yet been made by that time. Excluded from this are fixed prices, which require a special written agreement. The contractor can make price changes if the quantities purchased differ from those given in the order confirmation.

2. Invoicing and payment

2.1 Deliveries are made C.O.D., C.I.A or by invoice. Invoices must be paid to our domicile strictly net without deductions within 30 days after date of invoice.

In the case of new customers, we reserve the right to request payment C.O.D. or C.I.A.

2.2 The services provided by DSL-electronic GmbH, in particular taking systems into operation, instruction, training, service, maintenance and commissions, must be paid to our domicile strictly net without deductions.

2.3 The following payment conditions apply for orders exceeding € 10,000: 1/3 of the order total must be paid within 14 days after receipt of order confirmation. 2/3 of the order total must be paid within a period of 30 days after delivery.

2.4 We are not obliged to take bills of exchange, remittances or cheques in payment. Discounting charges, note tax and collection charges are payable by the purchaser.

2.5 Payment by bill of exchange or by cheque is not considered as fulfilled until the bill of exchange or cheque has been cashed and credited to the account of the contractor.

2.6 The right of retention is ruled out in commercial dealings. The right of retention is also ruled out if the counterclaim is not based on the same contractual relationship.

2.7 After the due date, the customer is obliged to pay interest on the invoiced amount to the tune of 6% above the basic interest rate according to § 247 of the German Civil Code (BGB).

3. Delivery and acceptance

3.1 The contractor is obliged to deliver the volume specified in the order confirmation. Impossibility of delivery or inability to deliver due to circumstances beyond the control of the contractor releases the contractor from his obligation to supply. The same is true for force majeure, which releases the contractor from his obligation to supply for as long as its effects are felt.

3.2 The delivery period begins with the date of the order confirmation. Delivery periods are non-binding, but they are complied with as far as possible. Claims for damages due to exceeding of the delivery period are ruled out.

3.3 Transport insurance is taken out at the expense of the customer if he requests this expressly and in writing.

3.4 If the customer unjustifiably steps back from the contract, the customer is obliged to pay the contractor the damage to the tune of 30% of the order value unless he can prove that the resulting damage was lower than this.

4. Passage of risk

4.1 The risk of chance destruction or deterioration passes over to the customer on dispatch of the goods at the latest. This is also true for partial deliveries and if the contractor has taken over the costs for transport, transport insurance or setting up the equipment.

4.2 It is tacitly agreed that the risk also passes over if the goods are ready for dispatch but the delivery is not made due to circumstances beyond the control of the contractor. The passage of risk requires the customer to have been previously informed of the readiness of the goods for dispatch.

5. Notification of defects

5.1 The contractor assumes warranty liability for the duration of 24 months starting from the passage of risk with regard to the flawless functioning of the equipment supplied, but not to defects resulting from incorrect handling. The contractor must be notified immediately of defects in the goods delivered, and 14 days after delivery at the latest. The contractor must be notified of the defects before reselling, processing or installation of the goods delivered.

5.2 If the goods delivered are installed by the contractor, the customer must declare acceptance immediately and in situ. If he does not declare acceptance, the latter is considered as declared once the goods delivered and installed are taken into operation by the customer. In the case of installation defects, the customer must immediately lodge a complaint in the presence of the installer or the representative of the contractor. Warranty claims are ruled out after acceptance provided they do not concern concealed defects.

5.3 If the contractor installs the system himself, he is not obliged to check preparatory work done by third parties and remark on any incorrect or inexpert preparatory work. Any claims for damages which the customer derives from this work are ruled out.

5.4 Warranty claims of the customer, insofar as the contractor is liable for them, are restricted to rectification provided that the customer lodged his complaint in a timely fashion or, if the contractor so chooses, to replacement delivery. If rectification or replacement delivery are unsuccessful, the customer can choose between reducing the purchase price or revoking the contract.

5.5 Claims for damages on the part of the customer, for any legal reason whatsoever, are restricted to wilful intent and gross negligence. This is true in particular for claims resulting from incorrect service or installation work or any consequential damage caused by the defects. The exemption from liability also applies to the subcontractors commissioned by the contractor to fulfil the services.

6. Reservation of proprietary rights

6.1 The goods supplied remain the property of the contractor until payment has been made in full. The customer agrees to neither give the goods in mortgage nor assign them as collateral until passage of ownership.

6.2 If the customer resells goods supplied under reservation of property rights before payment has been made in full, the demand to the tune of the amount invoiced to the third party for the goods supplied is immediately deducted from the total demands towards the third party resulting from this sale and is transferred to the contractor. The customer must notify the relevant third party of this when reselling the goods.

7. Export restrictions

The goods supplied are ultimately intended to remain in the Federal Republic of Germany and may not be exported without permission.

8. Place of performance and legal venue

In commercial dealings, the Viersen region is the place of performance and the legal venue for all conflicts arising from this agreement. German law applies throughout.