

General terms and conditions for the delivery of machines and systems

I. General

1. All deliveries and services are based on these terms and conditions, as well as any separate contractual agreements. Deviating terms and conditions of purchase of the Purchaser shall not become part of the contract even by acceptance of the order.
The GTC shall become valid with the written order confirmation of the Supplier.
2. The supplier reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and non-physical nature - also in electronic form; they may not be made accessible to third parties.
The Supplier undertakes to make information and documents designated by the Purchaser as confidential available to third parties only with the Purchaser's consent.

II. Price and Payment

1. The prices are ex works including loading at the factory, but excluding packaging and unloading. If not shown separately, value added tax at the respective statutory rate shall be added to the prices.
2. payments are to be made without any deduction.
3. The Purchaser shall only be entitled to withhold payments or to offset them against counterclaims to the extent that its counterclaims are undisputed or have been finally adjudicated.

III. Delivery time, delay in delivery

1. The delivery time results from the agreements of the contracting parties. Compliance with it by the supplier presupposes that all commercial and technical questions between the contracting parties have been clarified and the Purchaser shall fulfil all obligations incumbent upon it, such as for example provision of the necessary official certificates or approvals or the payment of a deposit. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the supplier is responsible for the delay.
2. Compliance with the delivery deadline is subject to correct and timely delivery to us by our suppliers. The Supplier shall notify the Purchaser without undue delay (i.e. without culpable delay) of any impending delays.
3. The delivery period shall be deemed to have been complied with if the delivery item has left the Supplier's facility or notification of readiness for dispatch has been given by the expiry of the delivery period. Insofar as acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.
4. If dispatch or acceptance of the delivery item is delayed for reasons for which the Purchaser is responsible, the costs incurred by the delay shall be charged to the Purchaser, starting one month after notification of readiness for dispatch or acceptance. Likewise, in the event of a delay for which the Purchaser is responsible, the Supplier shall be entitled, after setting and expiry of a reasonable deadline, to dispose otherwise of the delivery item.
5. If non-compliance with the delivery time is due to force majeure, industrial disputes or other events beyond the Supplier's control, the delivery time shall be extended accordingly. The Supplier shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.
6. The Purchaser may withdraw from the contract without notice if the entire performance becomes finally impossible for the Supplier before the passing of risk. Furthermore, the Purchaser may withdraw from the contract if the execution of a part of the delivery becomes impossible in the case of an order and the Purchaser has a justified interest in refusing the partial delivery. If this is not the case, the Purchaser shall pay the contract price attributable to the partial delivery. The same shall apply in the event of the Supplier's inability to perform. Section VII. 2 shall apply in all other respects.
If the impossibility or inability occurs during the delay in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, he remains obliged to counter-performance.
Further claims arising from default in delivery shall be determined exclusively in accordance with section VII. 2 of these terms and conditions.

IV. Transfer of risk, acceptance

1. The risk shall pass to the Purchaser when the delivery item has left the factory, even if partial deliveries are made or the Supplier has assumed other services, e.g. the shipping costs or delivery and installation. If acceptance is to take place, this shall be decisive for the transfer of risk. It must be carried out without delay on the agreed date of acceptance, alternatively after the Supplier's notification of readiness for acceptance. The Purchaser may not refuse acceptance in the event of a non-substantial defect.
2. If dispatch or acceptance is delayed or does not take place due to circumstances for which the Supplier is not responsible, the risk shall pass to the Purchaser from the date of notification of readiness for dispatch or acceptance

over. The Supplier undertakes to take out, at the Purchaser's expense, the insurance policies which the Purchaser requires.

3. partial deliveries are permissible insofar as this is agreed or is reasonable for the Purchaser.

V. Retention of title

1. The Supplier retains title to the delivery item until receipt of all payments under the delivery contract.
2. The Supplier is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the Purchaser, unless the Purchaser has demonstrably taken out the insurance himself.
3. The Purchaser may neither sell, pledge nor assign the delivery item as security. In the event of seizure, confiscation or other dispositions by third parties, he must inform the Supplier.
4. In the event of a breach of contract by the Purchaser, in particular in the event of default in payment, the Supplier shall be entitled to take back the delivery item and the Purchaser shall be obliged to surrender it.
5. On the basis of the retention of title, the Supplier may only demand the return of the delivery item if he has withdrawn from the contract.
6. The application for the opening of insolvency proceedings entitles the Supplier to withdraw from the contract and to demand the immediate return of the delivery item.

VI. Claims for defects

For material defects and defects of title in the delivery, the Supplier shall provide the following warranty to the exclusion of further claims - subject to Section VII:

Material defects

1. All parts which prove to be defective as a result of a circumstance prior to the passing of risk shall be repaired or replaced free of defects at the Supplier's discretion, which prove to be defective as a result of a circumstance occurring prior to the transfer of risk. The Supplier shall be notified immediately in writing of the discovery of such defects. Replaced parts become the property of the supplier.
2. The Purchaser shall, after consultation with the Supplier, grant the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries deemed necessary by the Supplier; otherwise the Supplier shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.
3. Of the direct costs arising from the repair or replacement delivery, the supplier shall bear the costs - to the extent that the complaint proves to be justified - the costs of the replacement part including shipping. In addition, he shall bear the costs of dismantling and installation as well as the costs of any necessary provision of the necessary fitters and assistants, including travel costs, insofar as this does not result in a disproportionate burden on the supplier.
4. The Purchaser shall be entitled to withdraw from the contract within the scope of the statutory provisions if the Supplier - taking into account the statutory exceptions - allows a reasonable period of time set for him to remedy the defect or to make a replacement delivery due to a material defect to expire fruitlessly. ~~If there is only an~~ If the defect is insignificant, the Purchaser shall only be entitled to a reduction of the contract price. The right to a reduction of the contract price shall otherwise be excluded.
5. further claims shall be determined in accordance with section VII. 2. of these conditions.
6. No warranty is assumed in particular in the following cases:
 - a. Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, insofar as the Supplier is not responsible for them.
 - b. If the Purchaser or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.
7. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in the home country, the Supplier shall, at its own expense, procure for the Purchaser the right to continue using the delivery item or modify the delivery item in a manner reasonable for the Purchaser in such a way that the infringement of property rights no longer exists.
If this is not possible on economically reasonable terms or within a reasonable period of time, the Purchaser is

entitled to withdraw from the contract. The Supplier shall also be entitled to withdraw from the contract under the aforementioned conditions.

In addition, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the owners of the property rights concerned.

8. The obligations of the supplier stated in section VI. 7 are final subject to section VII.2 for the case of infringement of property rights or copyrights.

They shall only exist if:

- a. the Purchaser notifies the Supplier without delay of any asserted infringements of industrial property rights or copyrights,
- b. the Purchaser supports the Supplier to a reasonable extent in defending the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section VI. 7,
- c. all defensive measures, including out-of-court settlements, remain reserved for the Supplier
- d. the deficiency of title is not based on an instruction of the Purchaser and
- e. the infringement of rights has not been caused by the fact that the Purchaser has modified the delivery item without authorisation or has used it in a manner not in accordance with the contract.

VII. Liability

1. If the delivery item is damaged due to the fault of the Supplier as a result of omitted or faulty execution of work carried out before or after the conclusion of the contract, the supplier shall be entitled to claim damages. If the delivery item cannot be used by the Purchaser in accordance with the contract due to a breach of the Supplier's recommendations and advice or due to a breach of other ancillary contractual obligations - in particular instructions for the operation and maintenance of the delivery item - the provisions of Sections VI and VII.2 shall apply accordingly to the exclusion of any further claims of the Purchaser.
2. The supplier shall only be liable, for whatever legal reasons, for damage that has not occurred to the delivery item itself:
 - a. in the case of intent,
 - b. in the event of gross negligence on the part of the owner/the executive bodies or senior employees,
 - c. in the event of culpable injury to life, body, health,
 - d. in the case of defects which he has fraudulently concealed or the absence of which he has guaranteed,
 - e. in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items. In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.Further claims are excluded.

VIII. Limitation

All claims of the Purchaser - for whatever legal reasons - shall become statute-barred after 12 months. The statutory periods shall apply to claims for damages in accordance with Section VII. 2.a-e. They shall also apply to defects in a building or to delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness.

IX. Software use

Insofar as software is included in the scope of delivery, the Purchaser shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Purchaser undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the Supplier's prior express consent.

All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sub-licences is not permitted.

X. Applicable law, place of jurisdiction

1. All legal relations between the Supplier and the Purchaser shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relations between domestic parties.
2. The place of jurisdiction shall be the court having jurisdiction over the Supplier's principal place of business. However, the Supplier shall be entitled to bring an action at the Purchaser's principal place of business.

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