

General Terms and Conditions of WALTER Gerätebau GmbH

The following terms and conditions apply to all purchasing and work supply contracts concluded with us, including our consultancy and for our quotations. The buyer's purchasing conditions are not binding for us. Additional or changed sub-agreements are only then valid if we have confirmed them in writing.

I. Quotations, supply, delivery times

1. Our quotations are not binding. Orders require our written confirmation which can also be effected with the invoice. Only our written order acknowledgment shall prevail for the extent of the supply and other contract contents. Technical specifications and descriptions of the supplied item in brochures and other printed material are only valid if referred to in the order acknowledgement.
2. If not otherwise agreed deliveries will be made ex works. Slight changes of the supplied item in construction, shape and design as well as in the values given in the description are allowed due to technical reasons, provided this doesn't impair the purpose, the quality and the functionality.
3. Item to be supplied has been despatched or collected by expiration of this period, or if delivery has been delayed due to reasons for which the buyer is responsible, when notice has been made within the agreed delivery period that the item is ready for despatch. The delivery period starts when all details of the order have been clarified. The observance of the delivery time requires the fulfilment of the contract obligations which have to be borne by the buyer by that time.
4. If force majeure, industrial action, like strike or lockout or any other events which are beyond our control prevent the fulfilment of our delivery obligations, then the delivery delays are extended by the period of this impediment. This also applies if such circumstances occur to our sub-suppliers. Beginning and end of such impediments are immediately reported to the buyer. If due to this delay in delivery it is not possible for us or for the buyer to fulfill the contract, both have the right to refrain from the contract.
5. Correct and punctual self-supplying remains reserved.
6. Part deliveries which are appropriate in delay and quantity are allowed and can be invoiced separately.
7. We have the right to withdraw from the contract or to claim indemnification for non-fulfilment, if the buyer refuses to accept the goods, either definitely or within a given delay of 14 days, without being entitled to do so or if the economic or financial situation of the buyer has become so bad afterwards that it has become unreasonable to carry out the contract.
8. In case of delay, the legal preconditions give the buyer the right to withdraw from the contract. Claims for indemnification by the buyer because of delay in delivery or non-fulfilment due to this delay are excluded, unless there is an act of intent or gross negligence on our part or we have at least negligently broken essential contract obligations. The liability regarding the breaking of essential contract obligations without gross fault is limited to the indemnification of the typical foreseeable damage.

II. Prices, packing, despatch

1. If for agreed delivery delays of more than 3 months there is an increase of the costs for material or labour based on our original price calculation, we are entitled to add a slight surcharge for the occurred price increase.
2. As far as the packing is not provided by us, the packing costs are to be borne by the buyer. The packing will be charged at cost-price.
3. The despatch will be effected on the buyer's account.

III. Payment terms

1. Our invoices are payable within 30 days after date of invoice. However, we can also make the despatch conditional on immediate payment. Our invoices are being sent out via regular mail or electronic mail (PDF file).
2. For COD delivery or payment in cash or bank remittance within 10 days after date of invoice, we grant a discount of 2% provided that no other older due invoices are still outstanding at that time of payment. The date when we receive the payment is significant. Payments are always taken into account for the oldest debt.
3. For delays in payment we will charge interests amounting to 8% above the currently valid basic interest rate in accordance with transition law for the minimum lending rate or any other basic interest rate which takes its place.
5. Offsetting by the buyer is excluded, unless we have accepted counter demands in a written form or these have come into force. Rights of retention against counter demands which are not based on the same contract are excluded.
6. Payments made to representatives do not release the buyer from his liabilities.
7. Sachsenheim-Ochsenbach is the place of fulfilment for payment and delivery.

IV. Reservation of property rights

1. The goods remain our property until all outstanding demands from this business relationship have been fully settled. For outstanding invoices this property reservation is meant as a security for our balance demands.
2. If payment is made by the buyer to a common payments office which has to pay us the purchasing price, then the property reservation remains with all its above and following forms until the purchasing price has been fully paid to us. Payment to us has only then been made with releasing effect when we have received the full amount. If the initiation of insolvency proceedings has been applied for against the assets of the payments office, still outstanding demands against the buyer are to be settled directly to us, no matter if the insolvency proceedings have been initiated or not initiated due to lack of assets or abolished.
3. The processing of the reserved goods is carried out without any obligations resulting here from for us. When processing, connecting or mixing our goods with other goods which do not belong to us we are entitled to co-ownership of the new object in proportion to the invoice value of the reserved goods to the value of the other processed, connected or mixed goods to the value of the other processed, connected or mixed goods at the time of processing, connecting or mixing. If the buyer purchases the sole ownership of the new object, he already assigns the co-ownership of the new object to us in proportion to the invoice amount of the reserved goods to the value of the other processed, connected or mixed goods at the time of processing, connecting or mixing and keeps it for us with commercial care.
4. Resale of the goods supplied by us, no matter if unprocessed or processed or connected or mixed is only allowed for resellers in the usual business under reservation of proprietary rights and only then if the demand from this resale is assigned to us. Pawning or security transference by the buyer is prohibited as well as the agreement of a transfer ban. The buyer must inform us immediately prior to access by third persons or to any other detriment of our rights by third persons.

5. The buyer assigns in advance all now or later occurring demands which result from the resale or from any other legal justification regarding the goods supplied by us amounting to the value of the reserved goods. We accept the assignment. The value of the reserved goods is our invoice amount plus a security surcharge of 10% which, however, is excluded as far as claims from third parties exist. In case of the resale of our goods after processing, connecting or mixing or the resale of the new object which has been processed, connected or mixed, our demand is assigned to the buyer's customer amounting to the invoice value of our processed, connected or mixed goods respectively only to the amount which corresponds to our co-ownership if it is lower. This also applies for the case that it has been sold after our goods have become an essential part of another object by processing, connecting or mixing.
6. The buyer is authorized to collect the demands of the resale until this collection has been revoked by us. Upon our request the buyer must give us the name of the debtor or inform us of the assigned demands. He must give us the information and hand out the documentation required to enforce our rights against the debtors and to prove the assignment to the debtors.
7. If the value of the securities given to us exceeds our demands by altogether more than 10%, we are obliged to release securities according to our choice if the buyer requests us to do so. After payment of all our demands from this business relationship, the ownership of the reserved goods and the assigned demands are transferred to the buyer.

V. Passing over of risk, assurance

1. The risk is passed over to the buyer as soon as the goods leave our works. All shipments including any possible return shipments are transported at the buyer's risk if not agreed otherwise.
2. If the goods are ready for despatch and despatch or acceptance is delayed for reasons which we are not responsible for, then the risk with the notice for despatch is passed over to the buyer.
3. If not specifically agreed otherwise, we insure all shipments against break during transportation. In order to obtain the benefits from the insurance for a probable transport damage (break, crush, humidity damage etc.), the following documents must be submitted:
 - a) carrier's report of the facts of the case (e.g. certificate from the railway company or post office, carrier receipt, shipping note etc.)
 - b) original bill of ladingTransport damages are to be reported immediately after receipt of the shipment. We reserve the right to claim the damaged parts back free works Sachsenheim-Ochsenbach. The damage is settled either by issuing a credit note to the appropriate amount or by supplying replacement. If the customer does not wish us to insure the shipment against transport break, he will in any case run the risk of transport break by himself.

VI. Return shipments

1. Return shipments which aren't based on a legal claim are only permitted if the goods are originally packed and in a brand new condition and we have given our written consent for the return shipment. A credit note will be issued for goods which have been taken back by us. If we are responsible for the wrong shipment, we will carry the costs for the return shipment. In any other case the costs are to be borne by the buyer, plus an extra handling charge amounting to 15% of the net value of the goods to be returned. Special designs are in any case excluded from return shipment.

VII. Liability for faulty goods

1. The buyer is obliged to inspect the shipment immediately. Complaints regarding obvious or visible faults can only then be considered if they are reported immediately, i.e. within 8 days after receipt of the goods at the latest. Complaints for hidden faults must be raised at the latest within 8 days after they have been noticed.
2. We are only liable for faults which probably occurred due to a circumstance which was there before the passing over of risk, in particular due to a fault in production or material. There is no guarantee for damages which have occurred due to improper fitting or handling by the buyer or to unauthorized changes to the supplied goods. Upon our request the buyer must return the damaged items.
3. For justified complaints because of fault, we grant warranty by improvement or by replacement depending on our choice. From the costs which occur due to the improvement or replacement delivery, we bear the costs for replacement parts including despatch.
4. We only grant warranty if according to the operating manuals of the respective devices and units, maintenance jobs have been carried out by us or by persons who have been authorized by us.
5. Parts subject to wear are excluded from warranty.
6. We are not liable for damages which occur within the scope of warranty due to breach of contract obligations, to unauthorized handling, culpable infringement of delays for improvement or replacement or for any other legal reasons and especially as insofar these damages do not occur to the supplied item itself. This also applies to our legal representatives and partners.
7. The warranty period is one year.

VIII. General liability

Claims for damages beyond warranty against us and our legal representatives and partners, especially for damages which do not occur to the supplied item itself and especially due to breach of contract obligations and unauthorized handling, are excluded.

IX. Marking of goods

Changes to our goods require our previous written consent. Any changes to our goods and any special stamping which are considered as a mark or origin of the buyer or any third party and which could give the impression that this is a special product, is excluded.

X. Place of performance, place of jurisdiction, applicable law

1. Place of performance for the shipment is Sachsenheim-Ochsenbach.
2. Place of jurisdiction for disputes with business people, legal entities of the public law or persons who don't have a domestic place of jurisdiction, as well as for actions for letters of credit or cheques, is Stuttgart.
3. The German law applies. The regulations of the UN purchasing law are excluded. As far as defined clauses of the Incoterms are agreed, then the latest version of the Incoterms 2010 apply.

XI. Effectiveness

If any single parts of these conditions – no matter for which reason – should be or become void, then the effectiveness of the other conditions is not affected thereby.