

General terms and conditions of sales and supply of LEIS Polytechnik polymere Werkstoffe GmbH

I. Application

1. We supply only on the basis of the following conditions. In the case of ongoing business relationships, these conditions are also valid for future business, whereby reference is not expressly made to them, provided that the customer has been made aware of them when an order has previously been carried out by us.
2. Any purchasing conditions of the customer, which are contrary to this, are only binding on us if they have our written acknowledgment.
3. The only valid law is that of the German Federal Republic.
4. The place where the contract is to be fulfilled and the court of jurisdiction is our place of business.
5. Should one of the following conditions be or become ineffective, then the remaining conditions shall remain unaffected by this. An ineffective condition must be replaced by another condition which comes as close as possible to the commercial intent of these conditions.

II. Offers, Orders, Transport, Delivery

1. Our offers price are subject to change in terms of price, quantity, delivery time and availability, as long as they have not been specified as binding offers.
2. We are entitled to make partial deliveries where appropriate. Any partial deliveries are considered to be a special business transaction with regard to the issuing of invoices and payment (see No. VII).
3. Unless otherwise agreed, we select the packaging, method and route of despatch at our best discretion.
4. On leaving the supplier's premises the risk is transferred to the customer even where delivery is carriage free. In the case of delays to despatch which are the customer's responsibility, risk is transferred on notification of readiness to despatch.

III. Retention of title

1. All goods delivered by us remain our property (goods subject to reservation of title) until full settlement of all our claims for payment, including future claims, on whatever legal grounds, even when the sales price for specially designated claims has been paid. In cases of ongoing payments the retained property acts as security for our claim for the outstanding balance.
On presentation of cheques the retention of title may expire only after full and irrevocable payment by the customer.
2. Development or processing work by the purchaser take place without acquisition of ownership according to § 950 BGB on our behalf; according to the net invoice value of our goods compared to the net invoice value of the developed or processed goods, we shall become co-owners of the resulting object, which, as goods subject to reservation of title, will serve as security for our claims according to Section 1. In the case of processing work on other goods not belonging to us, the regulations in §§ 947, 948 BGB are valid, with the consequence that our share of co-ownership of the new object henceforth becomes valid as goods subject to reservation of title within the meaning of this condition.
3. The resale of goods subject to reservation of title is only permitted to the purchaser in the normal course of business on the condition that he also agrees with his customer to retention of title according to Sections 1 and 2. The purchaser is not entitled to other methods of disposal of the goods subject to reservation of title, in particular the pledging of the goods as collateral and the transfer of security.
4. In the case of resale, and until all our claims on him are fulfilled, the purchaser shall immediately transfer to us payment arising from the resale of the goods and other claims for payment against his customers together with all ancillary rights. To the extent that we have become co-owners according to Section 2, the transfer shall be to the value of the share of our co-ownership. At our request, the purchaser is obliged to provide us with all information and to give us all documentation necessary for the assertion of our rights against the purchaser's customers.
5. If, in accordance with the above provisions, we make use of our right to the retention of title by repossessing the goods subject to reservation of title, we are entitled to sell the goods ourselves or have them auctioned. The repossession of the goods subject to reservation of title shall be made according to the proceeds generated, however not in excess of the agreed delivery prices. The right to make further claims for damage, in particular for loss of profit, remains unaffected.

IV. Guarantee

1. If weight differences, damages, loss of stock etc are discovered on delivery or provision of the goods, a written record of these must be made on the delivery documents in the presence of the truck driver. In the case of delivery by rail, a record of the facts must be arranged.
2. The purchaser must check the goods within 8 days of receipt of the goods or the transfer to himself of the right to dispose of the goods, if necessary by random checks. Obvious defects are to be reported in writing within 14 days.

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The period starts on the day of the customer's receipt of the goods. Hidden defects are to be reported immediately in writing on discovery, and at the latest 14 days after this. The determining factor is in each case our receipt of the written report. § 377 HGB remains unaffected.

3. The customer is obliged to accept delivery and to store the goods according to regulations for the period of the guarantee, without charging costs for this. If the customer does not give us the opportunity to see the faults ourselves, and in particular if he does not immediately put at our disposal the rejected goods or samples of these, all guarantee claims for faults are cancelled. In the case of justified complaints we are only obliged to make repairs or replacements - according to normal business procedures of our choice – without compensation. If, despite repeated efforts, the repairs fail, the customer may claim a reduction in price or withdraw from the contract. In the case of minor faults the purchaser has no right to withdraw. Faults to one part of the delivered goods do not entitle the purchaser to reject the whole delivery. In addition to this, liability is excluded for faults which do not affect or affect only to an insignificant degree value or fitness for use. Excess or short deliveries up to 10 % of the quantity ordered cannot be rejected. Trade customers shall bear the transport costs for the carrying out of repairs.

4. Additional claims - on whatever legal grounds - are excluded. Nevertheless, if we should be liable to damages on contractual or legal grounds, we shall be liable only in so far as our management personnel or agents can be charged with intent and gross negligence.

5. The exemption from liability in previous sections is not valid, when the cause of loss is based on intent and gross negligence.

6. If the customer is a tradesman, all claims under guarantee expire one year after transfer of risk.

V. Warranty, Information and Advice

Our information and advice on technical applications both written and pictorial are provided to the best of our knowledge - also in respect to any third parties' rights of protection - and do not absolve our purchasers from performing their own tests on our goods for their suitability for the intended processes and purposes. In this respect we are only liable if gross negligence or intent can be shown by us, our employees or our agents. The advice on technical specifications and descriptions in the catalogue form part of the description of our services. Warranties for particular features of the delivery item should be written into the confirmation of the order.

VI. General limitations to liability

For compensation claims, on whatever legal grounds, especially on the grounds of delay, inability to perform, intentional infringement of payment, default in payment on conclusion of the contract, unlawful trading, we are only liable to the extent that we and our management personnel may be charged with intent or gross negligence. The exclusion from liability for negligent behaviour also extends to our employees.

VII. Payment

1. Payment of our invoices is due within 30 days of the invoice date and can be made in cash or by transfer to one of our bank accounts.

2. Should the customer fall into arrears with payments due, then interest on the arrears will be in the amount that we have to pay our bank for credit taken out, at least 8 % above the base rate according to § 247 BGB unless the customer can prove costs incurred are lower. We reserve the right to prove that costs incurred are higher.

3. We reserve the right to reject cheques or bills of exchange. Cheques and rediscountable bills of exchange are accepted only as full payment, all associated costs are chargeable to the customer.

4. Non-compliance with the conditions of payment or circumstances which cast doubt on the creditworthiness of the customer will result in the immediate claim for settlement of all our invoices. Furthermore we are entitled to demand payment in advance for outstanding deliveries as well as to withdraw from the contract after a reasonable period of extension or to demand compensation for non-fulfilment, and further to forbid the customer from disposing of the goods and to reclaim as yet unpaid for goods at the cost of the customer.

5. We are entitled to convey our requirements against the customer to a third party.

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