

Terms of sale, delivery and payment

of Fiedler Maschinenbau und Technikvertrieb GmbH Dresdner Straße 76c, 01877 Schmölln-Putzkau

1. General

All deliveries, services and offers are made exclusively on the basis of these terms and conditions. They are part of all customer contracts (§ 14 BGB). Deviating or conflicting terms and conditions of the customer only become part of the contract if we have expressly agreed to their validity in writing. The same applies to statements by our employees and representatives. Delivery in the knowledge of the buyer's terms and conditions does not imply agreement with these terms. Individual agreements with the customer have priority over our general terms and conditions. They must be in writing to be effective.

2. Offer and the conclusion of a contract

Our offers are subject to change and are non-binding, unless they are expressly marked as binding or contain a specific acceptance period. Orders are only considered accepted if we confirm the order in writing. The contract must be concluded in writing, including these terms and conditions; this is decisive for the legal relationship with the customer. No other agreements other than these may be made.

3. Prices

The list prices valid at time of delivery apply. The prices stated when the contract is concluded are therefore only provisional. The prices are understood to be ex warehouse and do not include sales tax, freight, shipping packaging and insurance. Our shipping cost regulations stated on the relevant form apply. All gross prices are non-binding and recommended retail prices. No discount is granted for invoices for repairs and orders under € 25. Repair invoices are payable immediately as

– net – value

4. Shipping

Shipping is always carried out at the expense of and at risk of the customer. This still applies with regards to risk if we assume the costs of shipping. Unless otherwise agreed, we determine the shipping means and route at our reasonable discretion. The shipment will only be insured against theft, damage, transport, fire and water damage or other insurable risks at the express request of the customer and at its expense. Special requests of the customer (for example, accelerated shipping, special packaging, the commissioning of a specific carrier) will be taken into account, if possible, and any additional costs will be billed. The risk passes to the customer when we hand over the goods to the carrier.

5. Delivery

Delivery times are only binding with a written agreement. If the performance does not take place within the period agreed in writing and, in the event of delay, within a reasonable grace period set by the customer, the customer is entitled to withdraw. We accept no liability for impossibility or delays in delivery if these are based on circumstances beyond our control, such as natural disasters, war, riots, acts of God, power shortages, or industrial action on our side or with our suppliers. In the event of temporary obstacles, the delivery time is extended for the duration of these circumstances. If the obstacles last longer than four weeks, each contractual partner is entitled to withdraw. Claims for damages due to late delivery are excluded for minor negligence.

6. Complaints and notices of defects

Complaints about recognizable defects or obviously incomplete or incorrect delivery must be reported to us in writing immediately, five days after receipt at the latest. Other defects must be reported to us in writing immediately, within 5 days after discovery at the latest. We expressly reserve the right to provide proof that the defect was already known to the customer earlier; this point in time is decisive for the start of the time limit. If the notification of complaints or notice of defects does not take place within the time limit, the delivery is deemed to have been accepted.

In the event of timely notification, the customer's right to claim is based on Section 7. Returns can only be made after agreement with us.

7. Warranty

We provide a warranty for guaranteed features and freedom from errors, corresponding to the relevant state of art. We reserve the right to make changes to the structure or design that do not impair the functionality or value of the item ordered. This cannot form the basis of a complaint. Guaranteed features always require our written declaration or confirmation. The purchaser cannot derive any rights due to an insignificant defect that does not reduce functionality or usability. For the rest, we are obliged and entitled to provide a rectification or replacement delivery within a reasonable period set by the customer.

The customer can choose to withdraw from the contract or demand a reduction in the purchase price if supplementary performance fails, in particular if we cannot deliver or if it is impossible to deliver within a reasonable period of time, if we refuse, or culpably delay delivery.

The customer can demand compensation under the conditions of section 10 of these terms and conditions. If there are defects in components from other manufacturers, which we cannot remedy for licensing or factual reasons, we will assert a warranty claim against the manufacturers or suppliers for the account of the customer or assign it to the purchaser. In this case, the customer can only assert claims for damages against us if the legal enforcement of the above-mentioned claim against the manufacturer or supplier is unsuccessful or - for example, due to insolvency - is unlikely to succeed. The limitation period for the relevant warranty claims of the customer is suspended for the duration of the legal dispute. § 439 (3) s. 1 BGB remains unaffected.

The warranty period is 12 months from delivery of the item. Warranty is excluded for the delivery of used equipment and vehicles. §§ 478, 479 BGB remain unaffected, without prejudice to section 8 of these terms and conditions.

The warranty does not apply if it is impossible or unreasonably difficult to remedy the defect because the customer has made changes to the item delivered or has it changed by a third party without our consent. Alternatively, the customer will bear the additional costs of remedying the defect arising from the change.

8. Retention of title

The goods delivered by us remain our property until the customer has paid all outstanding bills owed to us. The customer may sell the goods we retain ownership of in the ordinary course of business, unless the customer is in default of payment or has ceased payments. Pledges and security transfers are excluded. If the goods subject to retention of title are seized, the customer will immediately notify the seizing creditor of its lack of legal ownership and inform us that the goods have been seized and attach the seizure record (copy).

If there are claims against third parties due to damage to or loss of goods that have not yet been fully paid for, the customer hereby assigns the payment claims to us.

If the customer sells the goods, it shall pre-emptively assign to us all rights and guarantees arising against its customers, including all ancillary rights and securities, until all of our claims have been settled.

If the customer's claim from the resale of our goods that are subject to retention of title is included on a current account, it assigns its payment claim to us for the relevant amount and the accepted balance, meaning the amount of our claim against the customer.

Subject to revocation, we authorize the customer to collect claims assigned to us in its name. Authorization to collect does not apply if the customer is in default of payment or has stopped payments.

If the value of the security granted to us exceeds our claim against the customer by more than 20%, we are obliged to release it at the customer's request. It is our responsibility to select the items to be released.

9. Payment

Invoice amounts are payable net without any deduction within 14 days after receipt of the invoice. We will grant a 2% discount for payments made within 8 days. The decisive factor here is the receipt of payment by us. Payments by cheque or bill of exchange are excluded unless expressly agreed. Payments are always offset against the oldest invoice due. Repair invoices are payable net on receipt. If the payment date is exceeded, the customer will be in default without the need for a reminder. In this case, outstanding amounts are subject to the statutory interest rate; the assertion of a higher interest rate and other damages remain unaffected. We reserve the right to process orders of less than € 50, as well as orders from customers unknown to us, as cash on delivery. If significant deterioration in the financial situation of the customer occurs after the order has been placed or if we only become aware of a deterioration in its financial situation after the order has been placed, we are entitled to request either prepayment or security.

Payments may only be made to ourselves or to persons authorized to collect it in writing or those with power to collect. The customer can only offset claims and counter-claims that are undisputed or legally binding.

10. Claims for damages

Claims for damages by the customer, regardless of the legal reason, in particular impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unlawful acts, are excluded. This does not apply to claims under the German Product Liability Act, in the case of intent or gross negligence, for claims arising from a guarantee, due to injury to life, limb or health or due to a violation of essential contractual obligations.

Liability for ordinary negligence is excluded unless it is a violation of essential contractual obligations. Essential to the contract are the obligation to deliver on time, lack of legal defects, freedom from material defects that affect the functionality or usability of the item more than insignificantly, as well as the advice, protection and care obligations that are intended to enable the customer to use the item in accordance with the contract. In the event of liability due to a breach of essential contractual obligations arising from ordinary or gross negligence, liability is limited to damage that we had foreseen when concluding the contract as a possible consequence of a breach of contract or should have foreseen if due diligence had been taken. Indirect damage and consequential damage resulting from defects in the delivery item are also only reimbursable if such damage can typically be expected to occur during the intended use of the delivered item. All of the above exclusions and limitations of liability apply to institutions, legal representatives, employees or other vicarious agents to the same extent.

The limitation period for claims for compensation in the event of liability due to intent is governed by the relevant statutory provisions. Incidentally, claims for damages by the customer expire 12 months after the claim came into existence and the customer became aware of the circumstances underlying the claim and the identity of the debtor.

11. Place of performance and jurisdiction

The place of performance for deliveries and services is the location of the delivering warehouse. The place of performance for payments is Schmölln-Putzkau. If the customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship with the customer is our company headquarters. Mandatory statutory provisions on exclusive jurisdictions remain unaffected by this regulation. The law of the Federal Republic of Germany is applicable. If the contract or these general terms and conditions contain loopholes, those legally effective regulations are deemed to have been agreed to fill these loopholes, which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these terms and conditions if they had been aware of these loopholes.