

General Terms and Conditions of Delivery and Payment of Solex GmbH, Donaustrasse 26, 90451 Nuremberg

1. Exclusive application of our terms and conditions

All sales and services of Solex, including in ongoing or future business relationship, are subject exclusively to the following conditions. Customer's terms and conditions shall only become subject to the contract if Solex has agreed in writing to their validity. This shall also apply if Solex carries out the delivery to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

If the customer does not agree with this, he must inform us immediately in a separate letter. In this case, Solex may withdraw its offer at any time.

2. Conclusion of the contract and tender documents

The content of the contract is governed by the written order confirmation from Solex. Unless otherwise agreed, the documents included in the offer do not constitute guaranteed properties. If the order confirmation deviates from the order due to changes in design or shape due to improvement of the technology or due to the requirements of the legislator, and if this deviation is reasonable for the customer, the Order confirmation is nevertheless binding if the customer does not object within eight days of receipt of the confirmation.

3. Delivery and insurance

The delivery dates mentioned in the order confirmation are non-binding, unless otherwise agreed. Bindingly agreed delivery deadlines are met if the delivery item has left the Solex plant by the time it expires or if the customer is informed of readiness for dispatch. If bindingly agreed delivery dates of Solex are exceeded by more than two weeks and Solex is responsible for the delay, the customer is entitled to set a grace period of two weeks with the threat of rejection and to withdraw from the contract after their fruitless expiry. Withdraw.

Insurances are only taken out if the customer expressly wishes to do so in writing.

If there is no instruction to the contrary from the customer, Solex will deliver the contract goods to the customer's registered office. If no delivery address can be determined for Solex or if the customer does not accept the purchased item, Solex can store it either with himself or with a warehousekeeper. The customer has to bear any costs incurred as a result, including transport costs and insurance. In the case of storage at Solex, the market storage fees are deemed to have been agreed.

4. Prices

The prices stated in the order confirmation are ex works, excluding VAT, delivery costs, packaging, insurance and other incidental costs. The prices are fixed prices for a period of four months for non-merchants and six weeks for customers who are merchants, from the date of order confirmation. Solex reserves the right to change the prices accordingly if cost reductions or cost increases occur after conclusion of the contract, in particular due to collective agreements or material price changes. Solex will prove this to the customer upon request.

5. Payment

Services are to be paid without deduction, goods deliveries within max.30 days without deduction from the date of invoicing. In the event of late payment, Solex is entitled to charge default interest of 8% above the respective base interest rate of the European Central Bank. If Solex is able to prove a higher damage caused by delay, Solex is entitled to claim it. However, the customer is entitled to provide proof that Solex has suffered no or only a much lesser damage.

6. Quality

Solex products are carefully inspected and subjected to standardized tests prior to delivery. If the customer wishes additional tests, they must be paid separately. If the customer wishes to carry out tests in his presence, but does not participate in the agreed date, Solex is entitled to carry out the desired tests in the absence of the customer after one week after the completion notice. If these tests do not constitute a complaint, the item in question shall be deemed to have been approved by the customer even if the customer has not taken part in the test.

7. Right of retention, set-off

Solex reserves the right to retain ordered goods or services as long as any payment obligations of the customer to Solex from other orders are not fully settled. Solex will display the exercise of the right of retention accordingly to the customer.

The customer is entitled to set-off or retention only because of undisputed claims recognised by Solex or legally established.

8. Transfer of risk and ownership, retention of title

The risk passes to the customer with the provision of the goods for collection by the customer, provided that a debt has been agreed. Otherwise, the risk passes to the customer when the goods are handed over to a forwarder or carrier, at the latest when the Solex warehouse leaves.

If, exceptionally, the customer's registered office is agreed as the place of performance and performance, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer even if he declares that he will not accept the goods. Insurance is only provided at the express written request and at the expense of the customer.

All goods remain the property of Solex until all claims of Solex against the customer, including from other transactions, have been paid in full. The customer is entitled to resell goods subject to retention of title in the ordinary course of business. If he makes use of this right, he hereby assigns to Solex all claims arising from the resale, including all ancillary rights in the amount of the final amount invoiced by Solex, including VAT.

In the event of a breach of contract by the customer, in particular in the event of a delay in payment, Solex is entitled to take back the goods. There is no withdrawal from the contract in the return of the goods, unless Solex has expressly stated this in writing. The attachment of the goods by Solex always means a withdrawal from the contract.

Solex is entitled to use the goods after the goods have been taken back, and the proceeds of the sale are to be set off against the customer's liability, minus reasonable recovery costs.

If the goods are seized or otherwise an intervention is carried out that affects solex's rights, the customer must notify Solex immediately in writing, so that Solex can bring an action in accordance with Section 771 of the ZPO. If the third party is not in a position to reimburse Solex for the legal and extrajudicial costs of the action in accordance with Section 771 of the ZPO, the customer shall be liable for the resulting default against Solex.

9. Complaints of defects and performance

Solex guarantees the accuracy of its products and the regularity of its services in accordance with the state of the art at the time of ordering. Changes in design and design that do not affect the functionality and value of the goods are reserved and do not entitle to a complaint.

If the goods provided or the service performed are defective or if a guaranteed quality is missing, Solex will rectify the defect free of charge by repair or replacement delivery. If this does not happen within a reasonable period of time after receipt of the justified notification of defects and a grace period of at least two weeks expressly stipulated under threat of conversion also passes fruitlessly, the customer may terminate the contract for the defective item without result. or demand reduction.

A prerequisite for any warranty claims on the part of the customer is the immediate examination of the object of purchase after delivery, of services after their conclusion. In the event of discovery of defects, the customer must inform Solex immediately in writing. In the event of damage to the subject matter of the contract by third parties, in the event of unauthorized modifications or the use of inks/consumables that are not authorised by Solex, there are no warranty claims against Solex.

For defects that cannot be detected despite immediate verification, for malfunctions, material and manufacturing defects, Solex assumes a service of twelve months from delivery in accordance with the above conditions. If the repair or replacement of spare parts is not possible at the customer's site, the item in question must be delivered to The Solex workshop in Nuremberg. The costs will be borne by Solex.

Part of the warranty terms is that the operator's operator has participated in the training program offered by Solex. Without completion of a training course, there is no warranty claim against Solex, unless the defect is clearly not due to an operating error.

10. Declaration by representatives

Solex agents, travelers, intermediaries or field agents are not authorized to make binding warranty declarations, of any kind, for Solex or otherwise legally to Solex. oblige.

11. Force majeure

In no event shall Solex be responsible for delivery failure, delivery delays as well as defects and damages, which are to be caused by the customer or a third party. This also applies to damage caused by war, sabotage, strikes, lockout, storm, flood, fire, power interruption or force majeure. In cases of this nature, Solex may, at its option, withdraw from the contract or request an extension of delivery and execution periods for a reasonable period of time. Appropriate is a period necessary to compensate for delays caused by the above-mentioned obstacles. This also applies if the aforementioned circumstances occur with Solex suppliers. The aforementioned circumstances are not the basis for Solex even if they occur during a delay in delivery already present.

12. Patent rights

Solex does not guarantee in the event that patent rights or other industrial rights of any kind are affected by delivered goods or their use.

13. Limitations

If Solex is liable for the execution of the contract, the following provision applies to all statutory and contractual claims that may be made against Solex:

1. Solex shall be liable indefinitely in the event of intent and gross negligence on the part of its legal representatives and vicarious agents.
2. In the event of a culpable breach of contractual obligations that are essential for the achievement of the purpose of the contract, Solex's liability shall be limited to the contractually typical, reasonably foreseeable damage. Liability for indirect damages, such as downtime and/or production delays or production disruptions as well as for lost profits, is excluded.
3. In particular, Solex shall not be liable in the event of breach of contractual obligations of insignificant importance, in cases of simple and slight negligence, and for damages that have not arisen on the delivery item itself.
4. The limitation period for claims arising from ancillary obligations is reduced to two years. The mandatory provisions of the Product Liability Act remain unaffected.

14. Choice

The business relations are exclusively subject to the law of the Federal Republic of Germany. References to foreign jurisdictions are ineffective. In particular, the application of the Vienna Sales Law (CISG) is expressly excluded.

15. Place of performance, place of jurisdiction

The place of performance for delivery and payment is the registered office of Solex. The exclusive place of jurisdiction for disputes between Solex and the customer, to the extent permitted by law and the customer is a full merchant, is the court responsible for the registered office of Solex.

16. Severability clause

Should individual provisions of the contract, including these provisions, be ineffective in whole or in part, or if the contract contains a gap, the validity of the remaining provisions shall remain unaffected. The parties will make a different, effective provision instead of the ineffective clause, which usually comes as close as possible to the economic purpose of the ineffective clause.