

General terms and conditions

1. General statements

All supplies and services of systemco Vertriebs GmbH will take place according to the following terms of delivery and payment exclusively, when nothing else was agreed on. By order placement and accepting delivered products the buyer gives his consent to our conditions..

2. Supply and delivery

Our supplies are without engagement, as far as they are not limited in time. Decisive for size of supply are our written acknowledgements of order. Quotations and contracts are accepted, as soon as the confirmation has arrived. With limited quotations and a special period of acceptance, the offer is decisive, if there is no confirmation in time. Additional agreements and changes have to be confirmed by us in written.

We reserve changes of weight and construction for ourselves, as far as they are for engineering progress. Drawings and documents, which are attached to the quotation, are merely for the consignee's private use and are not allowed to be duplicated or opened up to other persons without our explicit permission. Obvious mistakes, misprints, miscalculations or spelling mistakes are not binding upon us and do not give a legitimate claim to fulfilment or compensation.

3. Price and payment

All prices are calculated ex works Lübbenau, Germany, plus VAT and further costs, cash on delivery, net in EURO. The customer bears costs of dispatch and packing. As far as we are bound by law to take back the packaging for transport, the customer bears the costs for return consignment of used packaging. The invoice total becomes entirely due by cash on delivery, when nothing else was agreed upon.

4. Delivery time

The delivery time depends on availability of products and sequence of orders. The delivery time is set with confirmation of order. We are allowed to carry out complete as well as partial supplies, whereas the partial delivery only refers to quantities and additional parts and not to single components of the device.

The term of delivery starts at the date of confirmation. This is only valid when all technological and commercial details are clear at this moment. The deadline is met when the object of delivery has left the company or the customer was informed about the willingness to dispatch before the period of time expires.

The term of delivery extends appropriately when difficulties arise which can be put down to force majeure. Included are also unexpected difficulties and circumstances arising with outside suppliers.

The compliance with deadlines requires the customer's fulfilment of duties of the contract. When despatch protracts due to the customer's desire, we are authorized to dispose freely of the object of delivery after an appropriate deadline ran out. Furthermore we are allowed to supply the customer with an adequately prolonged deadline and to charge him/her for the storage.

5. Transmission of risk and acceptance

The risk transmits to the customer with dispatch, also with partial delivery. This is also valid when we are responsible for delivery and installation. When dispatch extends due to circumstances the customer is responsible for, the risk transmits to him/her with the date of our readiness.

6. Retention of title

The delivered commodities stay in our ownership independent of legal arguments until all present and future outstanding debts resulting from the business with the customer are completely settled. The assertion of our rights to reserve ownership is not to be seen as a withdrawal of the contract. In addition to our claim to surrender our property we rather keep our rights of the contract for sale, especially to damages and missed profit.

The customer is revocably allowed to resell the delivered products within the scope of proper business activity. He/she cedes all the claims with subsidiary rights resulting from resale to us to the amount of the reserved good's value. These claims are for the securing of all demands according to paragraph 1. Due to our demand it is the customer's duty to announce the cession to further persons for the purpose of payment and to give us information and hand over documents which are necessary for asserting our rights.

When the customer falls into arrears with his/her liability to pay us or when he/she violates duties resulting from the reserved ownership

we agreed on, the whole rest of debts becomes due immediately. In such cases we are entitled to demand for the surrender of commodities and to fetch them from the customer. He/she has no rights of ownership.

7. Warranty

We assume liability for faults of our supplies and services – inclusive the lack of guaranteed characteristics – as follows:

We will freely touch up or renew all parts or services which become useless or whose usability is relevantly affected in a negative way, within a period of 2 years after assignment of risk as a result of circumstances which arose before assignment of risk, particularly because of defective construction, poor material or a bad implementation.

We assume liability for our product's quality and guarantee that they meet valid regulations in conformity with European standards, demands and guidelines, especially the EU-Directive No. 85/74/CEE.

We have to be informed promptly and in written of the realization of such defects, but at least 4 weeks after arrival of the commodities. As far as the complaints are correct we bear the costs for replacement parts, despatch as well as necessary removal and installation costs to the amount of the customary costs which would have emerged at the customer's residence or his/her business head office, but maximum to the amount of the criticised part. For the rest, the customer bears the costs.

The customer has to give enough time and the opportunity for repairs or compensation. Merely with urgent cases of endangered operational safety and warding of huge damage it is the customer's right to repair the fault himself/herself or with the help of further persons and to demand for indemnification of necessary cost from us, but only when he/she has our prior permission. The same applies to cases in which we got behind with repairing the defect.

The customer has the right to depreciate or nullification the sale only when the repairing or compensation was not made on time or finally missed. Further rights of the customer, especially compensation of damages which are no result of the object of delivery itself, are excluded.

For products of outside suppliers our warranty is limited to the cession of respective claims on these suppliers which we are legally entitled to, as far as warranty rights to our suppliers still exist. For the rest we do not give a guarantee for damage which results from following reasons: unsuited or inexperienced application or storage, poor installation by the customer or third parties, unauthorized repairing attempts or changes, natural wear, poor or careless treatment as well as with use which is not intended or non-compliance with our operating instructions.

Our specifications about the object of delivery and its intended purpose e.g. about measurements, weights, temper, values for use, temperatures etc. are only descriptions or characteristics but no guaranteed features.

8. Claims for damages

Claims for damages on the part of the purchaser resulting from the breach of obligations in the case of contractual negotiations and tort are excluded, except in cases of intent and gross negligence, as well as in cases where a product defect exists under the Product Liability Act for personal injury and property damage to privately used goods. The liability is compulsory.

After receipt of the order confirmation, the customer can revoke or change the order within 48 hours without incurring further costs.

Thereafter, a cancellation fee of 25% of the value of the goods is incurred. If the shipment is already in the dispatch the cancellation fee increases to 50% plus transport costs. After receipt and use of the goods, a return is only possible for important reasons.

9. Legal domicile

For all disputes of the contractual relationship the court of competent jurisdiction is the one at our business head office in Berlin, when the customer is a full trader, legal entity of public law or a special estate under public law, or when he/she has his/her residence or business head office outside Germany. But we are also authorized to sue at place of the customer's business headquarters.

10. Applicable law

The German rights have to be used for the contractual relationship between us and the buyer/customer, excluding all bi- or multilateral agreements according to the purchase of movables especially the UN-Agreement about contracts referring to the international purchase of products of 11 April 1980 (CISG). Place of jurisdiction is Berlin.