

General Terms & Conditions

- General Terms & Conditions - Status 2017 -

Our General Terms and Conditions, hereafter referred to as T&C, shall apply supplementary to the General Terms of Delivery of 2011, the amended Extended Retention of Title clause of 2011, and the amended Software clause of 2012 of the Zentralverband Elektrotechnik- & Elektroindustrie e.V.

E1 Technical specifications

The technical specifications prepared by the buyer and accepted by the supplier, constitute part of the purchase order. If the buyer has provided only an outline of the technical specifications, the supplier is entitled to render the details according to their own ideas. The lead time starts as soon as all details of the technical specifications have been clarified.

E2 Acceptance and commissioning

Upon completion, a qualified staff member of the buyer must examine all functionalities, and accept each system at the Sulzbach/Murr plant. The buyer has to allow reasonable time for potential rectifications.

In particular, the installation instructions of Borntraeger GmbH for scales, dosing computers and PLC controls with power sections must be adhered to.

Independent of any agreements regarding the settlement of assembly costs, costs for the commissioning on the buyer's premises will always be invoiced separately. The supplier will charge and present proof for providing qualified staff for the commissioning on the buyer's premises. Should the buyer decide to carry out the commission of the system themselves, the supplier will assume no liability for any commissioning errors or subsequent damage.

E3 Liability and deficiencies

Once the supplier has remedied the warranty claims, the buyer will pay the charge rate for working hours including surcharge.

Travel time, periods of activity, waiting time through no fault of their own, as well as the time to locate or reproduce the fault within the system, are considered as working hours. In addition, the buyer will reimburse travel expenses, day and night time expenses, and customs clearance costs.

Any regular time to remedy faults and faulty components or component groups shall be borne by the supplier.

E4 Warranty period

Legal regulations apply in terms of the warranty period. Any warranty exceeding legal regulations will not be granted.

E5 Subsequent deliveries

All components used by the supplier will be available on short notice for a minimum of three years following the delivery of the system. If any outsourced parts should be no longer available within this period, then the supplier will provide system-compatible parts.

E6 Validity of provisions

If individual provisions of the T&C are or become null and void, the validity of all remaining provisions of these T&C shall remain unaffected.

E7 Miscellaneous

This amendment to our T&C is written originally in German. If they are translated into any other languages, it is for convenience only and the German version shall prevail.