1. Scope.
These Terms and Conditions shall apply to all agreements and deliveries made or furnished by our company. We hereby expressly exclude any deviating general terms or conditions proffered by the customer. Any deviating general terms or conditions of the customer, regardless of whether or not terms of purchase, will not become a part of the contract. Our contract partners accept these Terms and Conditions as part of all current and future contracts with us. Our contract partners hereby waive any claim or defense that these Terms and Conditions are not part of our contract.

2. Offer and Formation of Contract.
Our offers are non-binding and, therefore, there will be no contract without our express acceptance.

3. Prices and Payments.
3.1 Our prices are always to be understood exclusive of freight, postage, customs duties and applicable VAT, unless otherwise agreed upon in writing and confirmed by us. Where there is a discrepancy between our contract and an order upon express request by our customer, and for account of the customer. In the event of our not receiving a response within 30 days from the day of the offer, the offer shall be void. Our offer for delivery of the goods shall exceed 4 months, due to causes not attributable to us, we shall have the right to reasonably increase the prices quoted by any rise in the material used for the products, material used for protection of the goods is included in the weight calculation.
3.2 In case of using aluminum or coating by a third party, we only assume responsibility for our supplied material, we do not assume responsibility for the work. A deviation from the specifications and weights are regulated, and upon delivery of the product, we will have the weight calculation.
3.3 Claims for defective goods must be reported within 2 weeks of delivery unless a longer period has been agreed. Claims for claims due to defects in the material used for protection of the goods is included in the calculation of weight.
3.4 We may either undertake remedial measures or repair the goods. Any remedial measures shall only be performed at the site of our contract partner.
3.5 In case the remedial measures twice, our contract partner shall be entitled to either terminate the contract or request a reduction of the purchase price.
3.6 Our contract partners hereby waive and release all claims for damages except for the following:
- claims for bodily harm or injury based on our negligent acts or omissions or those of our agents, employees or contractors;
- claims other than for bodily harm or injury based on our willful misconduct or gross negligence, including that of our management personnel;
- claims for damages as a result of our willful or negligent breach of material contract obligations;
- claims as a result of our willful or negligent breach of pre-contract obligations, provided the breach occurred prior to the inclusion of these Terms and Conditions.
- claims based on product liability laws.
3.7 We shall only be responsible for reasonably foreseeable damages that are proximately attributable to our company.
3.8 Any claims for damages expire one year after delivery.
3.9 Mandatory product liability laws remain unaffected.

11. Manufacturer's Liability.
Our contract partners hereby hold us harmless from, and indemnify us for, all third party claims, damages or losses (including costs of suit and attorneys’ fees) based on tortious acts or omissions or product liability laws for defective goods manufactured or delivered by our contract partner if such claims are also be asserted against our contract partner, disregarding any preclusion due to applicable statute of limitation. Our contract partner shall also, upon request, defend us using counsel reasonably satisfactory to us. The aforementioned shall not extend to the extent any matter arises from our willful misconduct or gross negligence with regard to the defect in question.

If the goods are to be marked according to drawings or other information provided by our contract partner which infringe on the rights of a third party, our contract partner shall hold us harmless from all claims by a third party.

13.1 Up to the fulfillment of all our present and future, our contract partner shall grant us the following collateral rights which we may release upon request, not with reservation of sole discretion, provided their value exceeds claims by more than 10%.
13.2 Goods we deliver shall remain our property until full payment. Any proceeds or transfers of the goods to third parties without our written consent, and in case of our insolvency, shall also remain our property. Any proceeds or transfers of the goods to third parties, will become our property. If the goods are incorporated into other movable goods so that they can no longer be separated and so that, by operation of law, all rights to the new goods become part of the settlor, the contract partner transfers proportionate co-ownership in respect of the new goods determined by the ratio of the amount of our invoice to the invoiced amount of the other goods. If the title becomes vested in the third party, the contract partner waives delivery charges and waives against the other goods in such goods, it is permitted us to sell.
13.3 Federal copyright or similar rights in the context of the resale of the goods provided the main item is its property.
13. Any goods, in which we have retained a property interest, are thereafter called goods subject to ownership retention. Our contract partner shall have the right to sell the goods subject to ownership retention in the ordinary course of business, provided that it also fulfills the conditions stated above. If the contract partner retains ownership of the goods until full payment, our contract partner is nevertheless entitled to fully perform and transform the goods subject to ownership retention in the ordinary course of business.

13.4 Our contract partner assigns to us any claims it may have resulting from the sales or transformation or processing of the goods subject to ownership retention, in whole or proportionately as determined by us, our contract partner, and the respective right of ownership. This shall also apply if our contract partner defaults, as well as during our contract partner’s, no longer exists. If such claims are stated in a current account such assignment shall include all account balances.

13.5 We authorize our contract partner, subject to revocation at our sole discretion, to collect on any assigned claims. Our contract partner shall immediately transmit to us any such receivables become due. If our receivables are not yet due, the collected amounts shall be recorded separately by our contract partner. Upon our request our contract partner shall deliver us receipt debits of the assigned claims and shall inform us about the assignment; we may also inform such debtors about the assignment.

13.6 Our contract partner is entitled to insur the goods subject to ownership retention as well as the authority to collect on any assigned claims shall automatically cease in case of suspension of payment or insolvency. This shall be applicable even in the case of a preliminary proceeding, an arbitration proceeding, or any of the events mentioned in Section 4.1 above, even without our express revocation of these rights. The same shall apply in the case of a petition of a bankruptcy or a comparable event. Our contract partner shall inform us immediately about any third party claims against the goods subject to ownership retention or the assigned claims. Any expenses, including costs of suit and attorneys’ fees, arising from interventions against, or the defense of, such third party claims shall be borne by our contract partner.

13.7 Our contract partner is obligated to inform us immediately about any goods subject to ownership retention against the risk of fire and theft. In case our contract partner breaches any of its obligations, especially in case of delay in payment, we are entitled to take possession of, at the expense of our contract partner, the goods subject to ownership retention, or, if necessary, to request fulfillment of all claims for taking possession of the goods subject to ownership retention that our contract partner may have against third parties. If we take possession of the goods subject to ownership retention or assume a lien on same, we are not deemed having terminated the contract, subject to applicable consumer credit laws.

14. Severability; Place of Performance and Competent Court; Applicable Law.

14.1 Should any provision of our Terms and Conditions be invalid in whole or in part, it shall be replaced by a legally effective provision that, taking into consideration the justifiable interests of both contracting parties, comes closest to the meaning of the invalid provision.

14.2 Place of performance, and location of the solely competent court, for the fulfillment of deliveries and services and all disputes arising between the parties, respectively, shall be Hagen Westf. / Germany.

14.3 The relationship between us and our contract partner shall be governed exclusively by the law of the Federal Republic of Germany exclusive of the international law on sales (CISG).

Supplemental Terms and Conditions for Transactions in the United States:

For our business transactions in the United States (i.e., when we deliver to a customer in the United States), the above Terms and Conditions shall be supplemented as follows: Section 6 shall read as follows:

Section 6 shall read as follows:

In the event we have the right to claim damages for lack of performance, we are entitled to receive 15% of the contract amount or any other reasonable compensation that results from the non-fulfillment of the contract (in particular, but not limited to the cost of performance, including the cost of replacement) for any delay in payment and other delay

In addition to Section 10:

Subject to the express provisions in these Terms and Conditions, all warranties, conditions or other terms, whether express or implied or arising by statute or common law, are excluded to the fullest extent permitted by law. In particular, we do not make any warranty, express or implied, of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the provisions of these Terms and Conditions for Sale.

Under no circumstances, shall we be liable to our contract partner for any consequential, indirect or special losses or damages including lost profits and punitive damages, costs, expenses or other claims for consequential compensation, regardless of whether the alleged loss or damage was caused by our negligence or the negligence of our employees, officers, directors or agents, which arise out of or in connection with the supply of the goods or their use or resale by our contract partner.

We shall not be liable to the contract partner or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the goods, if the delay or failure was due to any cause beyond our reasonable control. Without limitation, the following shall be regarded as causes beyond our reasonable control:

- Force majeure, explosion, flood, tempest, fire or accident;
- War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- Acts, restrictions, regulations, laws, prohibitions or measures of any kind on the part of any governmental or local authority;
- Import or export regulations or embargoes;
- Strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or the employees of a third party);
- Difficulties in obtaining raw materials, fuel, parts or machinery;
- Power failure or breakdown in machinery.

In addition to Section 13:

We shall retain, and our contract partner hereby grants, a security interest in any goods, and the products thereof), pending final payment therefor. We shall have the rights and remedies of a secured creditor under the applicable Uniform Commercial Code of the State of Georgia with respect to the goods. Our contract partner agrees to execute and deliver, and agrees that we may prepare, execute and file in the appropriate offices and records, such financing statements as are necessary to perfect our security interest in the goods. Pending final payment, our contract partner shall keep the goods identifiable separate from any other property in its possession and shall keep the goods properly stored, protected and insured. Pending final payment, we shall have the right to enter any premises under our contract partner's control where any goods are located.

Section 14 shall read as follows:

14.1 The parties are entitled to exercise all remedies available at law or in equity which are cumulative and may be exercised at any time and in any combination, as allowed by law.

14.2 If any provision herein shall be held to be invalid, illegal or unenforceable, the affected provision shall be replaced by a provision that is legal and, considering the parties' intentions, comes closest to the meaning of the affected provision. The invalidity, illegality or unenforceability of any of the provisions of these Terms and Conditions shall not affect any other provision contained herein.

14.3 Subject to any other provision herein, these Terms and Conditions shall be governed by the laws on the sales of goods and services (i.e., the Uniform Commercial Code) of the State of Georgia without reference to its conflict of laws rules. Any and all claims, disputes and/or contentions arising hereunder, out of or in connection with this Agreement shall be subjected to good faith negotiations between the parties hereto in an attempt to settle all such claims, disputes or contentions before any alternative method of dispute resolution is employed.

Any dispute related to this Agreement shall be decided by binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be conducted in Atlanta, Georgia.

Our contract partner shall not award any special, incidental, consequential or punitive damages or damages for lost profits. The party prevailing in any such proceeding shall be entitled to recover from the other party all costs of suit and attorneys’ fees incurred. The final decision of the arbitration panel may be filed in any court having jurisdiction.