

General Terms & Conditions

MATHO Konstruktion & Maschinenbau GmbH

1. Validity of the conditions: All our deliveries, achievements and offers are based exclusively on the following delivery payment conditions. These apply therefore also to all future business conditions, also if they are not arranged once again specific. We herewith contradict to contra confirmations of the customer/buyer under reference to his business and/or purchase conditions. Variances of these conditions are only effective if we confirm it in writing.
2. Offer and conclusion of contract: Our offers are non-binding, for information only and without responsibility. The approval of our offers and all orders must be confirmed by us in writing (by letter or fax) to become legally effective. This applies also to supplementations, alterations, or next-door speech. Technical and other achievement data are only binding if this is arranged specifically written.
3. Price: So far not differently indicated our offers and the indicated prices are valid for 30 days from the offers date of issue. The prices named in our order confirmation (plus VAT) are relevant. Additional deliveries and performed services are charged separately. All prices are calculated EX Works (EXW) Ellwangen. As far as an increase in price, or an increase in price on behalf of quality improvement, is affected by our suppliers, our prices are subject to change accordingly.
4. Delays in delivery and achievement delays: The mentioned deadlines and terms are non-binding as far as nothing else has been agreed, specifically in writing. We do not take the responsibility – even if deadlines and terms have been confirmed in writing - for delays in delivery and achievement delays – also for those of our suppliers and their subcontractors - caused by force majeure and/or any circumstance that makes delivery within the period stipulated difficult or even impossible – such as additionally occurred difficulties in purchase of material, interruption of working processes, strike, lockout, shortage of staff, shortage of means of transportation, governmental orders, a.o. These circumstances entitle us to retard the confirmed delivery and achievements by an according period (plus an adequate start-up time). They entitle us also to resign entirely or partially of the part of the contract that has not been fulfilled, yet, up to that moment. If the a.m. delay in delivery and achievement lasts longer than three months, the customer/buyer – after the set of an adequate extension of time - has the right to withdraw from the not yet fulfilled part of the contract.
As far as we are responsible for the non-performance of binding accepted time periods and appointments, or as far as we are in delay, the customer/buyer has a claim to a delay compensation in height of ½ % for each completed week of the delay, up to not more than 5% of the calculated value of the shipment and services affected by the delay. Claims that exceed this amount are excluded – unless the delay is not caused by our culpable negligence.
5. Forms and tools: Forms, tools, and other devices that to the execution of the order here prepared became, remain if our property is paid, until the costs emerging for that separately by the respectively going on order. Only proportionate costs become tools for forms / tool devices calculated, remains the property at forms/tools/devices here. Forms/tools/devices after documents of the customer are made, this for the correctness of the representations contained graphic therein, dimensions is and numbers responsibly. Forms/tools/devices of the customer become placed, he is obligated to test it for its fitness and mistake freedom. Deliveries yielding deficient about itself out of lacking fitness or mistakes and achievements entitle the customer not to the execution by guarantee rights. It is obligated rather to decrease these deliveries and achievements and to pay the arranged price for that. The customer fastened, that in the produced documents to the manufacture of forms/tools/devices or in model of finished tools/forms/devices protection judge third do not become injured.
6. Danger transition: The danger goes over to the customer over as soon as the shipment was delivered at the person exporting the carrier or left for the purpose of shipment our warehouse. If the delivery becomes without our get into debt impossible, the danger with the message of the delivery readiness goes at the customer over.
7. Guarantee: Complaint of obvious mistakes concerning especially number of the pieces, goodness of the merchandise among other things must result immediately, but at the latest 8 days after reception of the ware in writing. We do not acknowledge later complaint of this type. In established complaints of projecting type or in established complaints of obvious mistakes, we do not perform within a 6-months limitation time, calculated from reception of the goods, cost-free replacement in proof of defective material, defective construction or in hidden faults of the merchandise. A deficient part delivery is replaced by a deficiency free. Replacement results only against return of the deficient pieces. After our choice, we are entitled also instead of removing the replacement achievement the lack of the delivery objects or parts. The customer the right is reserved in failing of the replacement delivery or the remedy of defects to demand reduction of the compensation or after his choice cancellation of the contract. A liability for normal attrition is excluded. Only the client/buyer are entitled to guarantee claims against us and the claims cannot be assigned to a third person. The guarantee goes out, changed became if the delivery object by strange hand, or if improper treatments led to a lack of the delivery object.
Just as no guarantee achievement is received for damage cases that are not to be led back to natural wear, carelessness, pertinent work in the installation and assembly or improper operating method. Objected to objects are us post-paid or freight free to send in so that in our house review can be done when a guarantee case exists. Through restoration or replacement delivery, the guarantee time is not extended or is renewed. We perform guarantee for guaranteed characteristics and mistake freedom corresponding to the respective state of the technology. General construction, changes or improvements that were undertaken before the delivery, do not entitle to complaint or defect rebukes. The projecting paragraphs contain terminating the guarantee for the products and close other guarantee claims of each type from. For deficiency sequence damage, we fastened exists only so far, a contract injury coarsely careless or intentional through us or our legal representatives or leading employee and restrict to be sure sum moderate to the height of the fractures value of the last delivery and/or part delivery at the customer to whom the deficient parts belong.
8. Property reservation: To the fulfilment of all demands for including all balance-demands out of account current) that out of each right reason against the customer now or in the future to us, have lasted us the following securities, that we will release on desire after our choice, as far as its value exceeds the demands persistently by more than 20%. The merchandise remains our property. Processing or reshaping results always for us as a manufacturer, however without obligation for us. Our (joint ownership) property gone out is arranged through connection, already now that the (joint ownership) property of the customer passes over at the uniform thing value proportionate (statement valued) on us. The customer our (joint ownership) property guards' buyer gratuitous. Merchandise, at which partially property is entitled to us (joint ownership), is designated in the following as a reservation ware. The customer is entitled to process and to sell the reservation ware in the regular business if he is not in delay. Mortgaging or security transfers are inadmissible. That out of the resale or another right reason (insurances, prohibited action) regarding the reservation wise emerging demands (including all balance-demands out of account current) encounters the customer already now security half in full circumference at us off. We authorize the customer revocable, the demands lectured at us to take in for our calculation in the characteristic name. This collection authorization can become only revocation if the customer does not come later its obligations to pay regular. In accesses third on the reservation ware the customer becomes / refer to our property and immediately notify us. To demand in behaviour contrary to contract of the customer – we entitle especially default ware, the reservation ware to turn back or where appropriate abdication of the publication claims of the customer against third. In the withdrawal as well as in the seizure of the reservation ware through us, no resignation of the contract lies.
9. Payment: As far as differently does not arrange, our calculations are 30 days after calculation without deduction payable. We are entitled to credit despite differently sounding determinations of the customer payments first on its older guilt. If costs and interest have already originated, we are entitled to credit the payment at first on the costs, interest and last on the main achievement. Changes are supposed only after special prior agreement. Change or checks are supposed only fulfilment half and count first after its redemption as a payment. If the customer is behind with the payment or gets worse his financial situation after completion of the contract substantially, all our demands from the business connection, also in case of a previous extension become, immediately due. This counts even if we for change and cheques have taken in. In addition, in this case we are to be required entitled pre-payments or security. The customer is only entitled to the compensation, retention or decrease, even if fault rebukes or counterclaims are asserted, if the counterclaims have been ascertained legally or are indisputable.
10. Applicable right, legal venue, partial futility: For these delivery and payment terms and the whole legal relations between us and the customer counts the right of the Federal Republic of Germany. So far legally allowed, Ellwangen exclusive legal venue is immediate for everything from the contractual relationship or immediately proving disputes. Should a regulation be ineffective in these delivery and payment terms or a regulation within the scope of other arrangements or become, the effectiveness of all other regulations or arrangements is not touched from this.