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General sales terms and delivery conditions Wilhelm Vogel GmbH Antriebstechnik

Sales terms and delivery conditions for commercial business transactions

1. Offer and specifications of the Purchaser

Offers are always subject to confirmation.

The documents forming part of the offer, such as diagrams, drawings, weights and measurements are only approximate, unless expressly defined as binding. The Supplier reserves the right of ownership and copyright for cost estimates, drawings and other documents; they may not be made available to third parties. The Supplier is obliged to make drawings defined as confidential by the Purchaser available to third parties only with said Purchaser's consent .

The Purchaser shall assume responsibility for the specifications, documents and orders to be provided by him.

2. Scope of supply

The Supplier's written order confirmation is authoritative for the scope of supply in the event of a quotation by the Supplier with a time limit and acceptance of the offer within said term, insofar as no timely order confirmation is available. Subsidiary agreements and modifications require the Supplier's confirmation.

3. Prices and payment

3.1

All prices are quoted ex works, including loading on site, but excluding packaging. Statutory VAT will also be added.

3.2.

Payment is to be made in cash free at the Supplier's paying office.

3.3.

The withholding of payments or offsetting such payments against any counter-claims of the Purchaser against the Supplier are not admissible.

4. Delivery period

4.1

The delivery term begins with the dispatch of the order confirmation, although not before furnishing the documents, permits and releases to be procured by the Purchaser and receipt of an agreed advance payment.

4.2.

The delivery period is considered to be met when the object of delivery has left the site or has been declared ready for dispatch by the time the delivery period expires.

4.3.

The delivery term is extended appropriately for measures within the framework of industrial action, in particular strikes and lockouts as well as in the event of unforeseen circumstances, which it can be proved considerably affect the preparation or delivery of the delivery item. This is also applicable if the circumstances occur with subcontractors. The aforesaid circumstances are also not the Supplier's responsibility if they arise during a delay which is already underway. The Supplier shall inform the Purchaser of the start and end of such circumstances as promptly as possible.

4.4.

If a delay to the delivery is caused by the Supplier, he shall be issued with a suitable period of grace in writing by the Purchaser.

4.5.

If dispatch is delayed at the Purchaser's request, then it will be invoiced, beginning one month after advice that the goods are ready for dispatch, for the costs which have arisen for storage in the Supplier's works to the amount of at least ½ the amount of the invoice for each month. The Supplier is authorised, however, after the setting and expiry of a reasonable term without effect, to dispose of the object of delivery in a different manner and to supply the Customer within a reasonably extended period.

4.6.

Adherence to the delivery period is conditional upon the Purchaser fulfilling his contractual obligations.

5. Transfer of risk and acceptance

5.1.

Risk is transferred to the Purchaser at the latest when the goods are dispatched to the Purchaser, even if the Supplier has taken on other services e.g. dispatch costs or transport and installation. At the Purchaser's request, the shipment shall be insured by the Supplier against theft, damage by breakage, during transport, by fire and water and any other insurable risks.

5.2.

If dispatch is delayed as a result of circumstances for which the Purchaser is responsible,

risk is transferred to the Purchaser from the day of dispatch; however, the Supplier is obliged to effect the insurance that the Customer requires at the request and expense of the latter.

5.3.

Objects supplied are to be accepted by the Purchaser even if they show slight defects irrespective of the rights under Paragraph 7.

5.4.

Partial deliveries are allowed.

6. Retention of title

6.1.

The Supplier retains ownership of the object of delivery (item), until all the Supplier's demands from the business relationship are met, even if individual or all demands from the Supplier were included in a current invoice and the balance is drawn and recognised. In the event of behaviour in violation of the contract by the Purchaser, the Supplier is entitled to take back the delivery object after a warning and the Purchaser is obliged to release said object. In the event of withdrawal or attachment of the object by the Supplier, this is only considered a withdrawal from the contract if the Supplier expressly so declares in writing, unless the Installment Act applies. In the event of attachments or other impairments by third parties, the Purchaser must inform the Supplier in writing without delay.

6.2.

The conversion or reorganisation of the object is always undertaken by the Purchaser for the Supplier. If the object is processed with other objects which do not belong to the Supplier, then the Supplier purchases joint ownership in the new object in proportion to the value of the object with reservations in relation to the other objects processed at the time of processing. For the object which is produced as a result of the processing, the same is applicable as for the object subject to reservations.

6.3.

The Purchaser is entitled to resell the delivery object in the normal course of business. However, he then withdraws from the Supplier all claims occurring from the resale against the Purchaser or third parties, regardless of whether the goods are resold without or after conversion. The Purchaser may also collect these claims after withdrawal. The Supplier undertakes not to collect the claims, as long as the Purchaser honours his payment obligations. The Supplier can require the Purchaser to inform him of all necessary details for inclusion in the claims, to furnish the relevant documents and to inform the debtors of the assignment. If the delivery object is resold together with other goods which do not belong to the Supplier, then the Purchaser's claim against the recipient of the delivery is valid as assigned to the amount of the contract price agreed between Supplier and Purchaser.

6.4.

The Supplier undertakes to release the safeguards to which he is entitled, once their value

exceeds that of the accounts receivable by more than 20%, as long as the latter have not yet been settled.

7. Liability for defects in delivery

The Supplier is liable for defects in delivery, which also includes the lack of expressly guaranteed characteristics, excluding further claims regardless of Paragraph 9.4 as follows:

7.1.

All parts are to be rectified free of charge or re-supplied at the sole discretion of the Supplier that come to light within 24 months after delivery in the case of one-shift operation (within 12 months in the case of multiple shift operation) as a result of a circumstance prior to the transfer of risk- in particular due to inadequate design, flawed materials or faulty manufacture - as unusable or which are impaired not inconsiderably in their usefulness. The Supplier must be notified of the ascertainment of such defects immediately in writing . Replaced parts become the property of the Supplier.

For fundamental third party products, the Supplier's liability is limited to the assignment of the third party liability claims, which are incumbent on him against the Supplier of the third party product.

7.2.

The Purchaser's right to validate claims for defects expires within 6 months in all cases from the time of the punctual complaint onwards, with expiry of the warranty period at the earliest.

7.3.

No guarantee is given for damages occurring due to the following reasons:

Unsuitable use and misuse, incorrect assembly or initial operation by the Purchaser or third parties, natural wear, incorrect or careless handling, unsuitable operating material, substitute materials, defective building works, unsuitable building ground, chemical, electrochemical or electrical influences, insofar as they are not due to the fault of the Supplier.

7.4.

After agreement with the latter, the Purchaser must give the Supplier sufficient time and opportunity to undertake all improvements or replacement deliveries which appear necessary to the Supplier, otherwise the Supplier is released from liability for defects. The Purchaser is entitled to remedy the defect himself or to have it remedied by a third party and to require the Supplier to reimburse the necessary costs only in urgent cases that endanger operational safety and to prevent unreasonably extensive damages, of which the Supplier must be notified immediately, or if the Supplier is late in remedying the defect.

7.5.

In terms of the direct costs incurred by the repair work or substitute delivery - insofar as the complaint appears to be justified - the Supplier shall bear the costs for the replacement part including dispatch within Germany, as well as reasonable costs for dismantling and assembly in relation to the defective parts, plus costs for mechanical engineers and support

staff in Germany. Otherwise, costs are borne by the Purchaser.

7.6.

The warranty period for the replacement part and repair work is 6 months, running at least until expiry of the original warranty period for the delivery object. The period for the warranty on the delivery object is extended by the length of the interruption to operation caused by the rectification of defects.

7.7.

Any modifications or repairs carried out by the Purchaser or third parties unprofessionally without the Supplier's prior consent will invalidate liability for the consequences deriving therefrom.

7.8.

Further claims by the Purchaser, in particular compensatory damages, which did not occur on the delivery object, are excluded, where legally applicable.

8. Liability for subsidiary obligations

If, due to the fault of the Supplier, the delivery object cannot be used by the Purchaser in accordance with the contract as a result of omitted or incomplete fulfilment of recommendations and advice before or after conclusion of the contract, as well as other contractual subsidiary obligations – particularly instructions for operation and maintenance of the delivery object - then the provisions of Paragraphs 7 and 9 apply accordingly to the exclusion of further claims by the Purchaser.

9. Purchaser's right of withdrawal

9.1.

The Purchaser can withdraw from the contract if the entire performance of services becomes definitely impossible for the Supplier before passage of risk. The same is applicable in the event of the Supplier's inability to perform. The Purchaser can also withdraw from the contract if in the case of an order for the same type of item it becomes impossible to carry out supply of a part due to quantity and he has a justifiable interest in refusing a part shipment; if this is not the case, then the Purchaser can request a corresponding reduction in service in return.

9.2.

If there is a delay in performance in accordance with Paragraph 4 of the delivery conditions and if the Purchaser grants the late Supplier a reasonable extension of the original term with the express declaration that he will refuse to accept the service after expiry of this extension and if the extended term is not met, then the Purchaser is authorised to withdraw.

9.3.

If impossibility of performance occurs during delayed acceptance or through the fault of the Purchaser, the obligation of service in return is incumbent upon the latter.

9.4.

The Customer is also entitled to withdraw if the Supplier allows a reasonable extension granted to him of the original term for repair work or a replacement in respect of a defect for which he is responsible in terms of the delivery conditions to lapse without effect by his own fault. The right of withdrawal by the Purchaser also exists in the event of the impossibility or inability of the Supplier to perform the repair work or effect the replacement supply.

9.5.

All other further claims on the part of the Purchaser are inadmissible, in particular for transformation, notice or deterioration as well as damage compensation of any type whatsoever, being such damage as is not occasioned to the delivery object itself.

10. Supplier's right of withdrawal

In the event of unforeseen circumstances in the sense of Paragraph 4 of the delivery conditions, insofar as they significantly alter the economic significance or the content of the service or have a significant effect on the Supplier's operation and in the event of impossibility of performance coming to light later, the contract is adapted accordingly. Inasmuch as this is not financially justifiable, the Supplier is entitled to withdraw totally or partially from the contract.

The Purchaser is not entitled to claim for damages as the result of such withdrawal. If the Supplier wishes to make use of the right of withdrawal, he must inform the Purchaser of this without delay after ascertaining the extent of the occurrence and even if an extension of the delivery term had been agreed with the Customer.

11. Place of jurisdiction

For all disputes arising from the contractual relationship, including those concerning cheques and bills of exchange, if the Purchaser is a fully qualified merchant, a legal person under public law or public-law special assets, the legal proceedings must be instituted at the court which is competent for the Supplier's headquarters. The Supplier is also authorised to take legal action at the location of the Purchaser's headquarters.

Federal German law applies exclusively.

12. Deviations from these conditions

Deviations from these conditions require the Supplier's express written agreement in order to be valid.

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