I. General provisions

1. Deliveries and services of Magnetfabrik Bonn GmbH (hereinafter referred to as Supplier) will take place exclusively under the terms and conditions of delivery set out below.

2. Failure by the Supplier to disclose different provisions of the Ordering party is not to be regarded as agreement to the latter’s conditions; their applicability is objected to.

3. Payment terms are stipulated in the Supply Order. When the General conditions of sale and delivery require written confirmation, individual agreements concluded in an individual case with the Ordering party, including ancillary agreements, supplements, and amendments are prior in priority over these General conditions of sale and delivery.

II. Scope of deliveries and services

1. All quotations provided by the Supplier remain subject to change. This also applies if the Supplier provides the Ordering party with technical and other information, such as drawings and specifications, data sheets and calculations, or with samples, models, or standards, other product descriptions or documentation – also in electronic form –, to which the Supplier reserves right of ownership and copyright.

2. The date of the last call-off is agreed as the final acceptance date for call-off orders. If the final date is exceeded, but only within the agreed delivery period, the Supplier has the right to make deliveries which are still outstanding or unpaid from the delivery for which they are still outstanding.

3. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

4. Specimen are merely samples for orientation and a purchase in line with a specimen or sample does not guarantee the characteristics of the specimen/sample.

III. Prices and payment terms

1. The prices from the Supplier’s stock plus the valid statutory value added tax and if applicable packaging and shipping costs apply.

2. The Supplier’s entitlement to payment falls due at the latest with the provision of the delivery for the Ordering party and is to be paid within 14 days as of the date the invoice is issued and delivery or acceptance of the goods. However, the Supplier may demand the right to at any time make its claim for payment with regard to an item of an order or a complete order or in part only against advance payment. The Supplier will declare a corresponding reservation no later than with the confirmation of delivery of the last item. If the Supplier has not been informed, the Supplier, will in principle take place by using the surname, if payment is not made in advance.

3. The Ordering party will enter into arrears at the end of the above-mentioned payment period. Interest will be charged on the invoice amount in the prevailing legal rate of interest from the due date. This is valid even if the Supplier has not made the delivery or not delivered the delivery in time. The Supplier reserves the right to assert a more extensive loss owing to arrears. The Supplier’s claim to commercial interest may not be limited or waived.

4. - The statutory provisions for a breach of contract (subsequent improvement), the liability for defects and the statutory provisions for a breach of contract (subsequent improvement), the liability for defects are applicable.

5. If the Supplier’s claim is not declared within one (1) month, the Supplier will be entitled to demand the unreserved delivery or to sell the goods and to claim payment without any further notice. The Supplier also has the right to demand the unreserved delivery or to sell the goods and to claim payment without any further notice.

6. – Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

IV. Deadline for deliveries or services

1. Unless the deadline for delivery or services, the written declarations made by both sides are decisive.

2. Delivery periods are regarded as agreed only, if a fixed deadline has been expressly promised for the delivery or delivery in delivery order. In line with a temporary period of absence preventing delivery for the Supplier, for which the latter is not responsible.

3. An agreed period is regarded as being complied with when the delivery is provided to the Ordering party. If shipping is agreed, a delivery period is regarded as being complied with when the operational shipment is ready for dispatch.

V. Delivery delay

1. Insofar as the Supplier cannot meet binding delivery deadlines for reasons for which he is not responsible (non-availability of the service), he will immediately inform the Ordering party of this and at the same time notify the expected new delivery deadline. If the service is also not available within the new delivery deadline, the Supplier has the right to withdraw the order or to combine the order in full or in part; consideration which has already been provided by the Ordering party will be reimbursed immediately. Deliveries by the Supplier’s own suppliers which are not made on time apply in particular as a case of non-availability of the service to this effect, if the latter has concluded a matching contract with the Supplier in accordance with the Supplier’s claims, and if the Supplier’s claim to the delivery cannot be performed within the agreed delivery period or in part only against advance payment. The Supplier reserves the right to assert a more extensive loss owing to arrears. The Supplier’s claim to commercial interest may not be limited or waived.

2. If the Supplier’s claim is not declared within one (1) month, the Supplier will be entitled to demand the unreserved delivery or to sell the goods and to claim payment without any further notice. The Supplier also has the right to demand the unreserved delivery or to sell the goods and to claim payment without any further notice.

3. The rights of the Ordering party in accordance with Section IX of these General conditions of sale and delivery and immediately; the statutory regulations about the expendability of setting a deadline remain unaffected. In the event of a replacement delivery, the Ordering party must hand over the defective item back to the Supplier in accordance with the statutory provisions. Subsequent satisfaction includes neither the delivery of novation (e.g. care of one’s own affairs; negligible breach of obligations) only

4. If after the conclusion of the contract it becomes evident (for example through an application for the initiative of insolvency proceedings) that the Supplier is insolvent, the Supplier reserves the right to withdraw from the contract in full or in part; consideration which has already been provided by the Ordering party will be reimbursed immediately. The Supplier will declare a corresponding reservation no later than with the confirmation of delivery of the last item. If the Supplier has not been informed, the Supplier reserves the right to assert a more extensive loss owing to arrears. The Supplier’s claim to commercial interest may not be limited or waived.

5. In the case of a delivery delay, the Supplier is entitled to set a deadline for a reasonable time period. If the deadline is exceeded, the Supplier is entitled to demand the unreserved delivery or to sell the goods and to claim payment without any further notice. The Supplier also has the right to demand the unreserved delivery or to sell the goods and to claim payment without any further notice.

6. The supplier of a contract is not liable for any costs which are incurred, unless the Supplier has maliciously concealed a defect or has assumed a guarantee for the features of the goods.

7. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

8. The Supplier is liable for defects, which also include the lack of promised properties, in accordance with the following provisions:

a. The basis for liability for defects is above all the agreement reached about the features of the goods. All product descriptions and information from the manufacturer, which are the subject of the individual contract or made public by the Supplier (in particular in catalogues or on the website homepage) at the time the contract was concluded are not an agreement about the features of the goods.

b. Claims for defects by the Ordering party are limited to the right to subsequent satisfaction. The Supplier has the option of providing subsequent satisfaction through correction of the defect (subsequent improvement) or through the delivery of a new defect-free item. In the event of defectiveness, the Supplier is liable for the foreseeable loss which occurs typically.

9. The Supplier has maliciously concealed a defect or has assumed a guarantee for the features of the goods.

10. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

11. Insofar as the Supplier has maliciously concealed a defect or has assumed a guarantee for the features of the goods.

12. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

13. Insofar as the Supplier has maliciously concealed a defect or has assumed a guarantee for the features of the goods.

14. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

15. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

16. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

17. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.

18. Ancillary agreements, reservations, amendments or supplements to a contract as well as declarations by the Supplier as to the values of the goods and their specifications are only valid and followed in writing.