

I. Contractual Basis

1. All of our goods and services – including those in the future – as well as consultancy work and ancillary services are executed exclusively on our terms. Deviating terms of the ordering party are excluded.
2. Our offers are non-binding. All agreements, including those concerning guaranteed quality, only become binding by way of written confirmation.

II. Scope of Goods and Services

1. Our written confirmation alone is definitive for the scope of contract.
2. Documents pertinent to the offer (eg. samples, illustrations, drawings, weight data) are only definitive in approximate terms. We reserve the right to amendments, especially with regard to design and material, provided this does not essentially alter the subject matter of the contract or respective serviceability.
3. Standard industrial technical regulations apply for the execution of the subject matter of the contract, including tolerances.

III. Prices, Payments

1. Our prices are ex works, not including packaging, plus VAT in Euro (€).
2. Additional costs caused by the ordering party due to a change in the order, are borne by the ordering party.
3. If essential past factors in defining the price change (eg. wages, material costs, energy costs, laws), we are entitled to adjust fixed prices.
4. Payments are to be made at the latest 14 days after the invoice date without deduction. Separate payment terms may be agreed.
5. The ordering party is not entitled to retain payments or to declare offsetting against counterclaims we dispute.
6. Bills and cheques are only accepted for payment after separate agreement, provided all expenses have been settled immediately in cash. Credit notes on bills and cheques are made, subject to receipt, less all expenses on the value date on which we have unrestricted access to such equivalent amount.
7. In the case of late payment, interest and costs are charged pursuant to the respective bank rates for short-term credits, at least 3 % above the respective discount rate of the German Federal Bank.
8. Our receivables are immediately payable, irrespective of any duration of bills involved, if terms of payment are not observed or we gain knowledge of circumstances which may reduce the creditworthiness of the ordering party. We are then entitled to execute outstanding work and services in return for advance payment, irrespective of our other rights. We can also prohibit the resale of reserved goods and can demand their return or assignment of direct ownership of these at the cost of the ordering party, and can cancel any authorization to direct debit. The ordering party also grants us permission to enter premises in which reserved goods are stored and to pass these on to us.
9. If – for whatever reason – there are difficulties in transferring the invoice amount into the Federal Republic of Germany, the ordering party must reimburse us for any disadvantages which may arise for us.

IV. Delivery and payment periods

1. Periods commence on the date of order confirmation, but not prior to clarification of all details of execution. End-dates and deadlines relate to the time of reporting readiness for shipment.
2. Circumstances of force majeure entitle us to postpone work and services by the period of obstruction and for an appropriate new starting period, or to partially withdraw from the contract on account of the part not yet fulfilled. Force majeure includes strike, lock-out, other disturbances to operation such as lack of supplies, materials and energy, fire, mobilization, blockade, official disposal and other circumstances which essentially impede us, or our preliminary supplier, in executing the delivery, also in the case of existent default. In the case of aforementioned circumstances, the ordering party can also withdraw with regard to the contractual part not yet fulfilled, in so far as he can not be expected to accept a longer waiting period and we do not consider it possible to successfully complete the outstanding execution of the contractual part.
3. If the ordering party does not fulfil his duties – also from other transactions – we can unilaterally define a new delivery and service period – irrespective of our other rights – taking into consideration our other plans for deliveries and services.
4. We are entitled to execute partial deliveries and services.
5. On exclusion of other rights, the ordering party is entitled to withdraw from the contract after a dunning letter and expiry of an appropriate period of grace granted to us, if the delivery and service is not reported as ready for shipment by the end of the period of grace.

V. Shipment and passing of risk

1. We specify the forwarder or haulier, dispatch route, type of dispatch, forwarding and protection material at our discretion. The General Terms for German Forwarders also apply for us.
2. Goods reported ready for shipment must be called up immediately, or we are entitled to ship them 4 days after notification of readiness for shipment, or store such goods at the cost and risk of the ordering party at our discretion – also outside -, and charge them as supplied ex works after notification of readiness for shipment. We are entitled to a flat-rate amounting to 0.5 % of the invoice value per week as minimum damages for storage costs.
3. On passing on to the forwarder or haulier – also in the case of carriage free – and at the latest on leaving the plant, also when shipping via our trucks, on delayed acceptance at the start of delay, risk passes to the owner – including any distraint. This also applies to partial deliveries. In the case of services, risk passes on to the ordering party on each progress in service.
4. Defective items are to be accepted by the ordering party, irrespective of any rights.
5. Insurances will only be taken out at the respective request and cost of the ordering party.

VI. Guarantees

We grant a guarantee for defects, including omission of guaranteed quality, on exclusion of other claims, as follows:

1. Concealed defects are to be notified to us immediately in writing on detection – defects which are visible at the latest within 5 working days after acceptance of the goods – otherwise any claims expire.
2. After completed acceptance, or that which applies as acceptance, notification of defects detected on acceptance is excluded.
3. Any claims are excluded in the case of a refusal of the notification of defects or non-acceptance of our regulating proposal after one month, calculated as of the date of our respective letter.

4. The ordering party must grant us appropriate time and opportunity to comment on the notification of defect and to execute our guarantee; otherwise, claims expire.
5. Conducting of negotiations does not imply a waiving of the reservation that the notification of defect was not punctual or was inadequate. Delegates sent to inspect the defects are not entitled to recognize defects with effect against us.
6. We can refuse to execute guarantee work for as long as the ordering party does not fulfil its obligations appropriately.
7. We can repair defective items at our discretion, take them back in return for substitute delivery or reduce payment. If we do not fulfil our guarantee obligation, the ordering party can demand reduction of payment with effect for the defective part on expiry of an appropriate period of grace granted to us, or can withdraw from the contract.
8. Returns of defective parts are only accepted after prior written agreement. We assume ownership of replaced parts.
9. The ordering party can not assert any rights relating to other parts on account of respective defective parts.
10. The period of guarantee commences on the passing of risk to the party ordering.
11. Unless we are at fault, the guarantee does not apply
 - a) to defects and their consequences which have arisen as a result of damaging natural influence or natural abrasion, incorrect or negligent treatment, improper usage, use of unsuitable tools and material, as a result of chemical, electro-chemical and/or electrical influence and non-observance of operating instructions.
 - b) to defects and their consequences caused by changes or repair work executed by the ordering party or third party, or costs caused in such context by the ordering party without our prior written approval.
 - c) to items or components which are subject to increased natural abrasion due to their material quality or type of use, such as seals, conventional protective coating etc.
 - d) to defects and their consequences, caused by material defects which would not have been detectable in the case of normal incoming, processing and handling tests, but on applying special test methods which, however, the ordering party did not request when placing the order.

The foregoing also applies to the delivery of goods not in accordance with contractual agreements.

VII. Commissioned work

1. If materials or material parts are provided i.a. by the ordering party in the case of commissioned work – also partially commissioned work – these will be processed and handled by us with appropriate care. We are only obliged to check their suitability and/or danger, if such has been agreed in writing and the ordering party assumes the test costs.
2. If items provided become unusable or defective on account of events of force majeure or similar circumstances (cf. Item IV 2) or for any other reasons for which we are not responsible, we are to be supplied with substitute items carriage free and free of charge, and any processing costs or consequential damages are to be reimbursed. We indemnify the party ordering from any insurance benefits in proportion to the material value he has provided.
3. Waste is to be borne by the ordering party.

VIII. Liability

Claims deviating from those expressly allowed for in these terms are excluded, unless not excludable restricted to the replacement of damages to the subject matter of the contract itself. Other claims become time-barred after 6 months after passing of risk.

IX. Rights of third parties

In the case of deliveries for export, the ordering party assumes full liability for any infringement of rights of third parties.

X. Acceptance

1. The ordering party is obliged to accept goods for which special quality regulations are stipulated or which are to be dispatched abroad at the supplier's on the notified date of acceptance. Acceptance costs are borne by the ordering party.
2. On expiry of 2 working days, calculated as of the acceptance date, acceptance is deemed to be completed, and item VI 2 applies accordingly.
3. After acceptance has been completed, or deemed to have been completed, payments are due, even if any certificates from test organisations or authorities have not yet been submitted.
4. Deliveries are subject to Section 640 paragraph 1 clause 3 of the German Civil Code [BGB]. The term of acceptance is to be agreed in the order or the order confirmation. If no agreement is made, a term of acceptance of 20 days after the date on the delivery note or the written notification of delivery shall apply.

XI. Reservation of title and its special forms

1. All goods remain our property (reserved goods) until all receivables to which we are entitled - for whatever reason - have been fulfilled, even if payments are made on specific receivables.
2. The ordering party may only sell reserved goods in normal business transactions and as long as he is not in default, with the proviso that receivables from reselling pass on to use.
3. Receivables of the ordering party from reselling of reserved goods, including balance claims, are herewith assigned to us and serve as security in the same scope as reserved goods.
4. If reserved goods are sold by the party ordering together with other goods, the assignment of receivables from reselling or open account only applies to the level of our invoice value for the respective reserved goods sold.
5. The ordering party is entitled to collect claims assigned from reselling or open account until our revocation, which can be made at any time. At our request he is obliged to notify his customers immediately of his assignment to us – in so far as we do not do so ourselves – and to provide us with the respective details and documents required for collection.
6. If the ordering party is entitled to claims on insurers or other third parties on account of damage, reduction, loss or perishing of reserved goods, or for any other reasons, these are also herewith assigned to us in advance and in addition, together with all ancillary rights.
7. Rights arising from the reservation of title and its special forms apply until complete release from our contingent liabilities received for the ordering party.
8. In the case of over-collateralization of more than 20 %, we will release securities at our discretion, on request from the ordering party.

9. The ordering party must notify us immediately of any distraints or other impairments.
10. If the reservation of title or one of its special forms are not effective pursuant to law in which reserved goods are handled, the appropriate security in this section is deemed as agreed, as well as the obligation to cooperate on the part of the party ordering in executing all measures required for the formation and maintenance of such rights.

XII. Place of fulfilment, Venue of jurisdiction, Applicable law, Contract language

1. The place of fulfilment for both contractual parties is the registered office of the respective supplier, and for the duty of payment of the ordering party, the respective registered office of our head administration.
2. Venue of jurisdiction for both contractual parties is the respective registered office of our head administration.
3. German law applies to all legal relations between us and the ordering party – also for third parties involved – on exclusion of foreign law. Application of international sales laws is excluded.
4. In the case of contractual texts in different languages, the German version is binding.

Our general terms of business apply to the following companies:

<p>LBM Maschinen und Anlagenbau GmbH Gebrüder-Heyn-Straße 15 B 21337 Lüneburg</p> <p>Tax number: 33/274/00778 VAT ID No.: DE171266783 District Court: Lüneburg, HRB 201321 Management: Heide Lore Horn Commerzbank Lüneburg IBAN: DE85 2408 0000 0702 1707 00 BIC: DRESDEFF240</p>	<p>LBM Produktionsgesellschaft mbH Gebrüder-Heyn-Straße 15 B 21337 Lüneburg</p> <p>Tax number: 33/274/00751 VAT ID No.: DE164338715 District Court: Lüneburg, HRB 201203 Management: Andreas Zieger Commerzbank Lüneburg IBAN: DE95 2408 0000 0702 1744 00 BIC: DRESDEFF240</p>
<p>LBM Industrieservice GmbH Gebrüder-Heyn-Straße 15 B 21337 Lüneburg</p> <p>Tax number: 33/205/00289 VAT ID No.: DE 281781582 District Court: Lüneburg, HRB 203673 Geschäftsführung: Andreas Zieger Volksbank Lüneburger Heide eG IBAN: DE87 2406 0300 8523 1487 00 BIC: GENODEF1NBU</p>	<p>LBM Verwaltungsgesellschaft mbH Gebrüder-Heyn-Straße 15 B 21337 Lüneburg</p> <p>Tax number: 33/274/00786 VAT ID No.: DE 23401784 District Court: Lüneburg, HRB 204848 Management: Andreas Zieger Hamburger Sparkasse IBAN: DE70 2005 0550 1213 1224 82 BIC: HASPDEHHXXX</p>