

The terms and conditions of purchase of LBM, referred to in the following as 'the ordering party' apply exclusively. The ordering party does not recognize any contrary terms or terms of the supplier which deviate from the terms of the ordering party, unless the ordering party expressly approves of their validation in writing. The terms and conditions of purchase of the ordering party also apply, if the ordering party implicitly accepts delivery and is aware of contrary or deviating terms of the supplier.

I. Orders and other declarations

Orders are only binding if they are confirmed in writing or confirmed by the ordering party. The same applies to declarations.

II. Prices

Unless a deviating agreement has been made, the prices are free delivery – on delivery – including packaging.

III. Invoicing and Payment

Payment is made by the end of the month following incoming goods and invoice, in a means of payment selected by the party ordering. Delivery made prior to the agreed date does not affect the payment period bound to such date. In the case of payment in customer bill of exchange or promissory notes, the ordering party pays discount charges in accordance with the discount rate of the German Federal Bank pursuant to the status on the day of the issuance of the bill of exchange. If the ordering party pays within 14 days of receiving the goods, he is entitled to deduct 3 % discount. If the invoice arrives after the goods, the date of receipt of invoice is definitive for the calculation of the period of discount.

IV. Assignment and Group Offsetting Clause

The supplier can not assign his contractual claims, either wholly or partially, to a third party without written approval from the ordering party.

V. Periods of delivery and delivery dates

If the supplier becomes aware that he can not observe agreed periods and deadlines, he must inform the ordering party immediately.

VI. Guarantee

1. The supplier guarantees that his delivery has the features contractually agreed on and has no defects which impair or reduce the value or suitability with regard to normal use or use agreed to in the contract.
2. The guarantee commences on the handover of delivery or, if acceptance has been agreed, on acceptance of the item of delivery.
3. The guarantee period is 24 months. The guarantee period re-commences on the day of arrival of goods at the ordering party in the case of reworked parts or replaced parts.
4. The supplier must immediately remedy all defects notified in terms of paragraph 1 within the guarantee period. If this is not possible or is not acceptable for the ordering party, the ordering party is entitled to delivery of a perfect item. The costs for the remedy or substitute delivery including all ancillary costs (eg. freight) are borne by the supplier.

5. If the supplier does not fulfil the aforementioned guarantee duties, or does not fulfil them in accordance with contractual agreement, or if there is a case of urgency, the ordering party is entitled to execute the work required at the cost of the supplier. In particular, the ordering party can replace defective parts himself, or have such parts replaced by a third party, or procure replacement from a third party. The right to conversion or reduction is not affected.
6. If the supplier is responsible for the defect, or if the item supplied is missing an agreed feature, the supplier has to replace the damages not arising on the item itself.

VII. Place of fulfilment and Venue of jurisdiction

1. The place of fulfilment for all deliveries is the place of destination specified by the ordering party.
2. If the supplier is a registered trader, the registered office of the ordering party is the venue of jurisdiction in case of any disputes arising. The ordering party is also entitled to take legal action against the supplier at his general venue of jurisdiction.

VIII. Applicable law

German law applies to all legal relations between the ordering party and the supplier, excluding the law concerning the United Nations Convention dated 11.04.1980 on Contracts for the International Sale of Goods (CISG) in its applicable version.

IX. Prohibition of Advertising, and Non-disclosure

1. The use of enquiries, orders and respective correspondence of the ordering party for advertising purposes requires approval from the ordering party.
2. The supplier will maintain secrecy to third parties concerning all operating processes, facilities, plants, documents etc. of the ordering party and his customers, which he becomes aware of as a result of his work for the ordering party, also after submission of the respective offers or completion of the contract. He will ensure that his vicarious agents are subject to appropriate obligations.

X. Partial ineffectiveness

If any term of these general terms and conditions of purchase are partially or wholly ineffective, the remaining terms remain fully effective.

XI. Data protection

Pursuant to § 33 BDSG the ordering party notifies that he will store data of the supplier in connection with the mutual contractual relations and within the scope of the Federal Data Protection Act.

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: Andreas Zieger 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 234017848 District Court: Lüneburg, HRB 204848 Management: Andreas Zieger Hamburger Sparkasse IBAN: DE70 2005 0550 1213 1224 82 BIC: HASPDEHHXXX</p>