

Standard Terms and Conditions

General

We supply goods and services subject to the following terms and conditions. Any amendment will require our written approval. If individual terms of a contract of supply are invalid, the remaining terms will remain valid.

Offers and prices

Our offers are subject to confirmation and not binding. Our written acknowledgement of order is decisive. The prices specified in the latter apply ex works. The cost of postage and packing for items sent by post will be charged. The right of the manufacturer to make changes to the design and form of an item purchased is reserved during the delivery period provided that it is reasonable to expect the purchaser to accept the changes concerned. Assurances relating to characteristics will only be valid if given in writing.

Payment

The conditions of payment are after arrangement and specified in the last offer. Invoices for repairs and service are payable immediately without deduction. Bills of exchange and cheques will not count as payment until they have been honoured. Export deliveries will be subject to specially agreed payment terms. Only counterclaims which are undisputed or legally final and binding may be offset or used as the basis for the exercise of a right to withhold against our claims. The company Lorenz is entitled without providing any further evidence to charge interest on arrears of payment at 3 percentage points above the current discount rate of the German Bundesbank.

Delivery time

The delivery times specified in our offers and acknowledgements of order are in all cases only approximate. They are calculated in such a way that it should be possible to meet them if manufacture runs smoothly. If we are late in delivering, the buyer must set us a reasonable extended deadline. Claims to damages on the basis of non-performance or late performance are hereby excluded. Force majeure which is not our fault or the fault of our suppliers will entitle us to supply after extending the delivery period accordingly or to withdraw from the contract in whole or in part. The orderer will have no claim to damages. Deadlines and delivery periods for the delivery of our goods and services are in all cases only binding if they have been described as such in writing by the customer and by us. If a deadline is not met for reasons which are no faults of ours the deadline will be extended accordingly. Any claims to damages by the customer on the basis of a failure to meet commitments declared to be binding to supply goods or services are limited to 0.5% for each full week of delay up to a maximum equivalent to 5% of the relevant order value.

Transport and assembly

Transport will be at the expense and risk of the orderer from our plant in Katlenburg-Lindau without any guarantee to use the cheapest mode of transport. Any assembly or other installation costs will in all cases be chargeable to the orderer, unless otherwise agreed in writing.

Warranty

Obvious functional defects and defects and complaints about incomplete or incorrect delivery must be reported in writing within 8 days and concealed defects within 12 months following receipt of the goods concerned. After the expiry of these deadlines goods will be regarded as accepted. The period applicable to repairs, supplies of replacement parts and customer services provided after the expiry of the original guarantee period is 6 months.

All legal and contractual claims under guarantee will expire by limitation 12 months after delivery. Complaints which are rejected by us will expire by limitation 1 month after our rejection at the latest.

To the extent that complaints are regarded by us or by the court as justified we will at our discretion remedy the defect by rectifying it or by supplying a replacement or pay the difference in value. Any further claims of the orderer, in particular claims for damage not suffered to the item supplied itself / consequential damage are hereby excluded.

Complaints will not be accepted if a defect is the result of inappropriate handling or storage or if modifications have been made to goods supplied without our consent. Where goods manufactured by third parties are supplied the liability of the supplier for defects will be restricted in scope and duration to the liability of the supplier of the third party product concerned.

Reservation of title

Goods supplied by us will remain our property until no claims remain outstanding against the orderer.

The purchaser is only entitled to resell goods that are subject to reservation of title in the normal course of business. No assignment as security or pledging of reserved goods is permitted. All claims which accrue to the purchaser for supplies of reserved goods are assigned to us up to the amount of our claims without any separate declaration of this being necessary. If requested by us the purchaser must give notice of this assignment and assist us with the collection of our claims.

Loss, damage, seizure or other intervention by third parties affecting reserved goods or the seizure of claims assigned must be notified to us without delay. Costs incurred in enforcing our claims must be reimbursed by the purchaser.

Software

We reserve all rights in programs (software) supplied with goods both before and after full payment has been made, regardless of whether the software is permanently installed in storage units forming part of the equipment or separately enclosed on other storage media. You have a non-exclusive and non-transferable right to use the programs supplied by us and subsequent additions to these on the equipment supplied by us. Modifications, copying and additions to the programs supplied are subject to our express written approval.

Programming and development orders placed with us are only supplied in machine code.

The reproduction of our manuals and documentation by any technical means whatsoever is not permitted.

Place of performance, legal venue

Göttingen is the place of performance and legal venue for all rights, obligations and legal disputes connected with this contract.

German law is exclusively applicable in all cases, foreign law being excluded.