
General Terms and Conditions

EUGEN WOERNER GmbH & Co. KG

ZENTRALSCHMIERANLAGEN

1. General conditions

1.1 (Scope) These General Terms and Conditions are only intended for use in business with entrepreneurs.

1.2 (Conflicting conditions, written form, subsidiary agreements) These terms and conditions apply to the contract; other conditions do not become part of the contract, even if we do not expressly contradict them. The customer can only invoke ancillary agreements prior to and upon conclusion of the contract with immediate written confirmation from.

1.3 (Subject to change, data acquisition) Our offers are non-binding; We reserve the right to make technical improvements to our products. We will store the data relevant to the processing of the contract in accordance with German / European legislation.

1.4 (Offsetting, retention) Offsetting or retention by the customer is only permitted with undisputed or legally established counterclaims.

1.5 (Place of performance, Court of jurisdiction, governing law) Place of performance is our works in D – 97877 Wertheim. For all disputes arising out of the contract the courts of jurisdiction shall be D- 97877 Wertheim / D- 74821 Mosbach as competent courts of our registered office. The contract shall be construed and interpreted in accordance with the laws of the Federal Republic of Germany with exception of the 'UN Convention on the International Sale of Goods' (CISG). The language of the contract is German, if the customer needs also an English version is possible (potentially with additional translating costs for the customer).

2. Delivery and risk

2.1 Place of performance for delivery is our works. The risk shall be transferred to the customer when the goods leave our company. This shall apply also when we have agreed to provide additional services such as freight forwarding, packing, exportation. Incoterms in the last approved version apply.

2.2 The customer shall bear all packing, transport and insurance costs to the place of delivery unless otherwise agreed.

3. Delivery period, delay

3.1 Delivery periods are ex works. Delivery times or periods shall commence only after settlement of all technical questions and after we have received all documents, permits or releases required from the customer or from authorities as well as any advance payments requested. Subject to correct and punctual internal delivery. We shall inform the customer without delay of the non-availability of the delivery products.

3.2 Force majeure, as well as strikes for which we are not responsible, lockouts, operational disruptions, pandemics (in general, plant closures caused by official orders) as well as supply deficiencies and / or delayed / omitted delivery by sub-suppliers extend the delivery times by the resulting delay time. The same applies in the case of additional or changed services requested by the customer.

3.3 In the event of compensation for damages caused by late deliveries, our liability for compensation besides performance shall be limited to 5 % and for compensation instead of performance to 10 % of the value of our delivery. This limit shall not apply in cases of intent, gross negligence and/or injury to life, body or health.

4. Conditions of payment

4.1 Prices quoted shall be EXW (ex-works). If applicable, VAT will be added. We may raise prices in accordance with § 315 BGB in proportion to cost increases (including tax increases) if a period of more than four months lies between conclusion of contract and delivery.

4.2. Invoices are due immediately without deduction to our account in the Federal Republic of Germany, in EURO (€). We will not accept bills of exchange or checks.

4.3 In case of any delays in payment or if we have reason to believe that there could be failure of the customer to fulfil his paying obligation, we reserve the right to require payment in advance or the provision of security.

5. Reservation of proprietary rights

5.1 The delivered products shall remain our property and title shall not pass to the customer until all open liabilities of the customer have been fully paid for.

5.2 The customer may resell products in the normal course of business provided the claims arising from the resale have not been assigned, pledged, attached or otherwise encumbered.

5.3 The customer may not combine reserved goods with other items to which third parties have rights. If the goods subject to retention of title nevertheless become part of a new (overall) item through combination with other items, we shall immediately become co-owners of these, even if they are to be regarded as the main item. Our co-ownership rate is based on the ratio of the invoice value of the reserved goods to the value of the new item at the time of connection.

5.4 The customer assigns to us the claims against his customers from the sale of goods subject to retention of title (Section 5.1) and / or newly formed items (Section 5.3) in the amount of our invoice for the goods subject to retention of title as security in advance. As long as the customer is not in default of payment for the reserved goods, he can collect the assigned claims in the ordinary course of business. However, he may only use the pro-rata proceeds to pay for the reserved goods to us. We undertake to release the securities to which you are entitled at your request insofar as the realisable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released is incumbent upon us.

5.5 In the event of default, we are entitled to withdraw from the contract and / or, even without withdrawing from the contract, to demand any retained goods from the customer and to collect the assigned claims ourselves. To determine our rights, we can have a person who is bound to professional secrecy inspect all of the customer's documents / books relating to our reservation rights.

6. Liability for defects

6.1 We are liable that our products are free of defects at the transfer of risk. Immaterial deviations from the agreed quality or non-essential restrictions in usability are, however, of no significance. Qualities, performance or other features shall only be binding if we have expressly agreed on them in writing to the customer. Details in advertisements, instructions for use or reference to industrial standards shall also only be binding if we have expressly agreed on them in writing. If the customer requires the products for special purposes which exceed the agreed or anticipated use, he must check before use if the products are suitable for such purposes - including all aspects pertaining to product safety - and customer is required to ensure that products comply with all relevant technical, legal and official regulations and requirements. We are not liable if such proper verification has not been performed by the customer and proper written authorization was not obtained from us.

6.2 In case of a defect the customer has to set us a reasonable period of time to enable us to eliminate the defect either - subject to our discretion – by repairing the product or supplying a product free from defects (subsequent performance according to § 439 BGB). In the event of rejection, impossibility or failure of subsequent performance, the customer has the right to demand a reduction of the purchase price or - provided the performance in question is not construction work - to withdraw from the contract. In case that additional expenses to repair or replace the products arise because the customer has transferred the products after delivery to another place than the agreed place of performance the customer has to bear the additional costs.

6.3 The customer has to inspect the products as to quantity and defects immediately on receipt and has to notify any apparent defects without undue delay. Hidden defects are to be notified immediately after being discovered. Failure to meet these obligations excludes any and all potential claims for these defects.

6.4 We are further not liable for any damages following improper use, handling, maintenance, operation or processing or on normal wear and tear.

6.5 Our liability for slight negligence is restricted to claims based on injury to life, body or health, to claims arising from the Product Liability Law and to claims arising from the culpable infringement of essential contractual obligations, with said infringement putting the purpose of the contract at risk. Our liability for the slightly negligent infringement of essential contractual obligations is restricted to typically occurring damage foreseeable by us at the time the contract was signed.

6.6 Claims against us based on defects are subject to a statute of limitations of one year as of the delivery of the goods to the customer/acceptance of the service by the customer. The same shall apply accordingly to claims for damages, for whatever legal reason. The restriction of the period of limitation shall not apply for claims based on fraudulent concealment of a defect, for claims based on the Product Liability Law as well as for claims arising from injury to life, body or health, and for other damage based on intent or gross negligence.

6.7 If, in the course of the examination of a defect of which the customer has given notice, or in the course of our subsequent improvement work, it should turn out that the notice of defects was not justified, we shall be entitled to charge reasonable compensation for the examination and/or repair work.

7. Spare parts

In case we have an obligation to storing / delivery of spare parts this obligation lapses latest five years after delivery of the original product. Spare parts are charged according to our current Price Conditions or as offered.

8. Industrial proprietary rights, secrecy

8.1 We reserve ownership in any moulds, samples, diagrams, commercial or technical documents provided by us as well as all copyrights, proprietary and intellectual property rights in any such item. This applies also if the customer has partly or wholly borne their costs. The customer may use all such items only in formats approved by us in writing, he is neither entitled to manufacture these items nor to have them manufactured on his behalf.

8.2 The customer is responsible that the use of drawings, models, samples, or instructions as provided to us by the customer shall not infringe industrial property rights or other rights of third parties. The customer shall be liable for payment of all expenses, awards, damages, and other compensation to outside parties and all cash and non-cash expenses in defending any allegation of such infringement.

8.3 All information acquired through the business relationship which is not deemed to be public knowledge shall be deemed proprietary and may not be disclosed to any third parties.

effective 01.04.2023