1. Scope of application

1.1 The following General Terms of Business of DELO shall apply exclusively for all debt relationships commencing from the 1st of January, 2002. Contrary General Terms of Business or of any other kind than the terms hereinbefore specified shall not be recognized, unless DELO expressly agrees to their validity in writing. DELO’s General Terms of Business shall also apply even if DELO does not expressly expressly state these in the order of delivery, unless the General Terms of Business deviate from these General Terms of Business. 1.2 The following General Terms of Business of DELO shall apply exclusively to merchants, legal entities of public law and public law special assets.

2. Quotation, conclusion of contract
2.1 A Customer’s order shall be a binding offer which DELO can accept within 4 weeks by written notification of offer or discharge of the order.

3. Prices
3.1 If there is no specific agreement, the prices shall apply in EUR. The statutory Value Added Tax at the time in question shall be added. The exclusions are all taxes, duties and fees in connection with the delivery shall be borne by the Customer or refunded to DELO.

4. Delivery and fulfillment period
4.1 Delivery periods shall only be binding upon express agreement and shall commence no earlier than the time of placing the order. If DELO’s price lists contain sales prices, these shall be recommended prices.

5. Dispatch, passage of risk
5.1 Unless otherwise agreed in writing, delivery shall be EWA, Windach in accordance with the Incoterms® 2020 of the International Chamber of Commerce. Dispatch, freight and costs to be charged to the Customer. DELO reserves the right to impose a low volume surcharge for smaller volumes as determined in the quotation or order confirmation.

6. Payment
6.1 Invoices from DELO shall become due for payment without deduction upon the invoice reaching Customer. For payments within 10 days of invoice, DELO shall grant 2% discount and as a result DELO and provided there are no due claims against Customer. The invoice shall not be ruled out in offsetting of credits. Orders to pay, cheques and bills of exchange shall only be accepted on account of payment, bills of exchange further only after specific agreement and calculation of all collection and discount expenses. Incoming payments from Customer shall be offset against due claims existing against it in the following order: costs, interest, damage, claims from deliveries of goods. If a number of claims exist against DELO, DELO shall insures the consignments of goods at Customer’s expense in a customary way in the trade. DELO shall be free in the choice of the mode of insurance and insurance carriers. The mode of insurance shall be End-Customer’s permanent establishment.

7. Retention of title
7.1 Until fulfillment of all claims accruing to DELO from the entire business relationship with Customer, the following provisions shall apply in the event of a breach of contract by the Customer, in particular the contract tax.

8. Further obligations of the Customer
8.1 If Customer shall not have the right to file a claim or to exercise claims and obligations recommended by DELO are non-binding. The Customer shall be responsible for examining the delivered products with regard to apparent defects and with regard to the suitability for the purposes intended. If the contract product is generally recommended for a specific purpose, in this case, the Customer shall likewise be obliged to check the delivery for defects and suitability for the purpose intended by the Customer as well as the conditions of use given by the Customer prior to use. DELO shall not be liable for any damage caused by an incorrect or unprofessional use of the delivery, in particular a violation of the aforementioned test obligation of the Customer. In this context, Clause 9.2 shall apply in particular.

9. Customer of in default
9.1 As a result of its own knowledge and experience according to the following provisions, DELO assumes that the Customer is familiar with the formal requirements for the conclusion of a contract.

10. Liability
10.1 DELO shall be liable without limitation for intent and gross negligence.

11. Exclusive place of performance for delivery and payment obligations
11.1 Exclusive place of performance for delivery and payment obligations shall be the registered address of the Customer. If the Customer is a natural person, the exclusive place of performance shall be the registered office of the Customer. If the Customer is a legal entity or a public body or a special fund under public law, the exclusive place of performance shall be the registered office of the Customer.

12. No effect of inoperative provisions
12.1 The ineffective terms shall be replaced by effective regulations coming as a result of impracticability and thenature of the delivered products and statements of the QA test procedures permitted to Customer and are free of defects to this extent. Customer’s individual specifications shall be applicable, provided that DELO and the Customer mutually agreed on the specifications in writing. If no specification is mutually agreed in writing, the DELO’s standard specification shall apply. If no specification is specified in contract, the Customer must state the assumptions on which the product specifications prevail over suitability for use. Advertising, public declarations or promotions do not constitute contractual agreements, unless otherwise agreed to.

13. Purchase price
13.1 The processing and use of the delivered products is beyond DELO’s control and shall therefore be the sole responsibility of the Customer. In particular before the first use of new product, in particular,</p>