

§ 1 Scope

The following terms and conditions of sales and delivery (GTC) are part of the contract for all our deliveries and services, and they shall apply exclusively. We do not recognize terms and conditions of the customer deviating from our own terms and conditions of sale, unless we have expressly agreed to their validity in writing. Our terms and conditions of sales shall apply even if we unconditionally carry out delivery to the customer with the knowledge of conflicting or deviating terms and conditions of the customer. Any agreements to this contract must be made in writing, while oral agreements have to be proven by the customer. The GTC are sent out annually and can also be viewed at www.dural.de.

§ 2 Prices, discounts, payment terms

1. The price lists valid on the day of the placing the order shall apply. Unless stated separately, all prices are exclusive of VAT.
2. We reserve the right to change prices in the price lists for the year at our reasonable discretion, especially if there are cost reductions or cost increases due to changes in the prices of our key raw materials, as well as changes in energy costs.
3. Discounts and bonuses are granted only after special agreement.
4. The freight or packaging costs included in the price or calculated separately are not taken into account in the calculation, meaning they are neither discounted nor are any bonuses granted.
5. Payments are to be made within 10 days of delivery with a 2% discount or within 30 days net or by special agreement. The statutory provisions shall apply to the consequences of late payment.

§ 3 Delivery / Shipping / Freight / Transfer of Risk

1. Delivery dates and delivery times are only binding if they are expressly confirmed as binding.
2. Delivery periods are calculated from the time of order confirmation, but at the earliest from the final clarification of all the order details.
3. Unforeseen and unavoidable production events and other obstacles such as force majeure, labour disputes or other disruptions in our own plant or at our suppliers' premises, as well as late deliveries by our suppliers entitle us to extend the delivery period by the duration of the hindrance. We will inform the customer as soon as possible of the beginning and end of such situations.
4. When determining delivery times, we are entitled to make partial deliveries.
5. Our orders are dispatched Ex works. Freight-paid deliveries or shipments free of charge will be made only based on a separate, written agreement.
6. Shipments are made via the most affordable and fastest route at our discretion and without guarantee. Unless otherwise agreed, the goods are shipped uninsured. The risk of transport passes to the customer once the goods are handed over to the freight forwarder or carrier.
7. We deliver in standard commercial packaging; any required special packaging will be charged to the customer.

§ 4 Obligation to give notice of defects / Warranty

1. The delivered goods must be inspected immediately after receipt for accuracy, completeness and defects in accordance with § 377 of the German Commercial Code (HGB). Complaints must be reported to us immediately, at the latest within seven days in writing. Defects that are recognizable only after the opening of parcels must also be reported in writing within the specified period, but at the latest half a year after handover of the goods, but in any case before they are processed. Any processing of reject goods must be suspended. In case of violation of the obligation to give notice of defects and if processing is under way, the delivered goods shall be deemed as accepted and approved. This leads to the loss of any claims for compensation. Indications: Due to the process conditions, visual impurities such as die marks (grooves), colour deviations and others may occur. These do not require a claim for defect.
2. Rejected goods shall be stored ready for inspection by us in the condition in which they were at the time the defect was discovered. The rejected goods are to be stored properly by the customer until the complaint has been clarified. A breach of the above obligation excludes any claims for compensation against us.
3. Insofar as our goods are completely or partially unusable as a result of defects, we shall, at our option and our reasonable discretion, rectify the defects free of charge or deliver goods that are free of defects.
4. Any required return of goods to us in case of a defect can only be made with our consent. Returns without our consent do not have to be accepted by us. In this case, the purchaser shall bear the cost of the return.
5. The warranty period for dealers is twelve months after the transfer of risk to the purchaser, while for consumers, the statutory warranty periods shall apply. In the case of goods which are used for buildings/construction in accordance with their customary purpose, dealers shall be subject to a limitation period of 12 months for defects which usually occur within this period. Otherwise, § 438 of the German Civil Code (BGB) remains unaffected.

§ 5 Retention of title

1. We reserve the title to all goods delivered by us until the settlement of any claims arising from the business relationship with the customer. For current accounts, the reserved property also serves as a security for the claim on the balance.
2. If the reserved goods become part of a new product belonging to the customer due to their combination with other goods, then it is deemed as agreed that the customer shall transfer co-ownership of the new product to us and store it free of charge on our behalf. Our share of ownership is determined by the ratio of the value of the reserved goods to the value of the new product.
3. The customer shall hereby assign any claims arising from the resale of the reserved goods against the respective buyer to us. If the reserved goods are resold together with other goods that we do not own, the customer shall assign to us the part of the claim arising from the resale which corresponds to the invoice amount of the reserved goods.
4. The customer remains revocably authorised to collect the claims from the resale. Upon request, the customer must disclose the assignment to purchasers and provide us with any information and documents needed for us to assert our rights.
5. If the reserved goods are seized or our rights are impaired in any other way by third parties, the customer must notify us of this fact immediately.

§ 6 Final Provisions

1. All mutual obligations shall be fulfilled at the place of business of the seller. The exclusive place of jurisdiction for all disputes in connection with our deliveries or services or any other connection with the contractual relationship is Montabaur.
2. The contractual relationship is subject to the law of the Federal Republic of Germany with the exception of the conflict of laws. The applicability of the uniform UN sales law (CISG) is expressly excluded; here also German law shall apply.
3. Should a provision be ineffective or become ineffective, this fact shall not affect the validity of the remaining provisions.