DELIVERY TERMS

Delivery dates are estimates, unless a fixed date for the transactions has been expressly agreed in writing. Delivery periods are given under the reservation that the Orderer meets his contractual duties of cooperation.

In the event, that, nevertheless, agreed delivery dates are not observed for reasons for which we are responsible, the Orderer may withdraw from the contract after a period of grace of no less than 15 business days set by the Orderer has expired fruitlessly. Withdrawal must be by written notice. Deliveries on Saturdays are possible only upon special agreement and for an extra charge.

We will be in default only upon the expiration of a reasonable grace period of no less than 15 business days set by the Orderer. In cases of force majeure and other unforeseeable, extraordinary circumstances for which we are not responsible, for example operational troubles and interruptions due to fire, water, or similar events, failures of production facilities and machines, late delivery, or delivery shortfalls on the part of our suppliers, and interruptions in operation due to a shortage in raw materials, energy or labour, strike, lockout, difficulties in the procurement of transportation means, disruptions or obstructions in traffic, or official intervention, we are – to the extent that the named circumstances prevent us from a timely performance of our obligations - entitled to postpone the performance of the delivery and/or service for the term of the obstruction plus a reasonable start-up time. If, consequently, the performance of the delivery or service is delayed for more than one month, both we and the Orderer are entitled to withdraw from the contract by written notice in respect of the quantities affected by the delay in delivery, excluding any damages claims and in accordance with No. VIII 1 – 5 of the present General Terms and Conditions of Sale.

In each individual case of default, our obligation to pay damages is limited under the provisions of Ziff. VIII 1-5.

We are entitled to perform partial delivery and partial services within the agreed delivery and performance periods if reasonable to the Orderer.

Observance of our delivery and performance obligations is subject to the due and proper performance of the Orderer’s obligations. We reserve the right to plea non-fulfilment of the contract.

Costs claimed for downtimes or manipulation will be reimbursed only if legitimate and only to the amount of the freight costs of the deliveries concerned.

In the case that the Orderer is in default with calling, accepting, or collecting the goods or services, or if the Orderer is responsible for a delay of the shipment or the service of the goods, we are entitled without prejudice to any other claims, to demand payment of a flat-rate in the amount of the usual local storage charges, regardless of whether the goods are stored in our facilities or those of a third party. The Orderer bears the burden of proof of lower or no damage..