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数字顺序检索
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276 07 - 276 14	174	1287 48 - 1289 62	248	7019 00 - 7019 68	80
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278 16 - 278 48	172	1290 55 - 1290 60	202	7024 06 - 7024 38	90
282 05	174	1290 62 - 1292 06	246	7025 95 - 7026 08	69
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288 00 - 292 15	253	1292 20 - 1292 24	249	7028 04 - 7028 12	89
295 01 - 295 19	170	1292 30 - 1292 36	250	7028 52 - 7028 90	80
297 01 - 297 19	169	1292 50 - 1292 52	181	7034 09 - 7034 11	61
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7044 86 - 7044 95	27	7322 52	69	7813 57	125
7045 00 - 7045 08	37	7322 64	68	7813 58 - 7813 62	126
7045 18 - 7045 20	38	7322 68	68	7813 64 - 7813 65	125
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7045 26	98	7323 02 - 7323 04	72	7813 71 - 7813 78	125
7045 32 - 7045 51	38	7323 06	73	7813 80 - 7813 81	134
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7053 27	57	7326 08 - 7326 14	71	7817 00 - 7817 02	142
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BRAND GMBH + CO KG General Terms and Conditions

1. General

- 1.1. These General Terms and Conditions (GT&C) are intended for use in commercial transactions between businesses.
- 1.2. These GT&C shall apply for all, including future, contracts with the customer. Other terms and conditions shall not become part of the contract, even if we do not expressly object to them. Subsidiary agreements made before or at the time of conclusion of contract may only be invoked if they are immediately confirmed in writing. The waiver of the requirement for written form shall only be possible in writing. The language of the contract shall be German or English.
In the event of a discrepancy between the German language version of these GT&C and a version in any language, the German language version shall prevail.
- 1.3. Our offers are subject to change and non-binding. We reserve the right to make technical improvements to our products.
- 1.4. We may store and process data in our IT system necessary for the purpose of processing the contract.
- 1.5. A set-off by the customer shall not be permitted unless the counterclaims are undisputed or legally established, or pecuniary counterclaims arising from the right to refuse payment pursuant to Section 320 Bürgerliches Gesetzbuch (BGB) (German Civil Code).
- 1.6. Orders with a goods value of below € 250 shall be subject to a minimum order surcharge of € 50. Delivery shall be undertaken generally in packaging units (PU) according to the currently valid price list. For deliveries within five (5) working days or for order values up to € 500, we reserve the right to waive an order confirmation.
- 1.7. The place of jurisdiction shall be the court responsible for our head office in Wertheim/Mosbach, Germany. We shall also be entitled to appeal to the court responsible for the head office of our customer. We shall, furthermore, as plaintiffs have the right to invoke the Arbitration Court at the Chamber of Commerce and Industry in Frankfurt am Main, Germany. The Arbitration Court shall, in this case, make the final judgment in accordance with the Rules of Arbitration of the Chamber of Commerce and Industry in Frankfurt am Main without recourse to the ordinary courts of law. The instigation of legal dunning proceedings by us shall not signify the exertion of our right of choice; it shall be admissible in all cases.
- 1.8. German law shall apply exclusively under the exclusion of the conflict of laws principles of Private International Law and the UN Convention on Contracts for International the Sale of Goods (CISG).

2. Delivery

- 2.1. The place of performance shall be our factory in Wertheim, Germany. The risk shall transfer to the customer when the delivery leaves the ramp at our factory. This shall also apply to partial deliveries or where we have performed additional services, such as shipping; costs for transport, packaging or insurance; exportation and installation.
- 2.2. Insofar as we have agreed to orders on call, the customer must take delivery of the total amount within six (6) months, at the latest at the date confirmed by us.
- 2.3. In the case of a delay in the customer's acceptance of a delivery, we may, without prejudicing our claim for performance, have the goods put into storage at the cost of the customer or, after providing a warning and setting a deadline for the customer, otherwise dispose of them.

3. Delivery Period, Delay

- 3.1. Delivery times shall be ex works. Delivery periods shall begin on receipt of our order confirmation by the customer; however only after settlement of any technical issues pending from the conclusion of the contract; and after receipt of any documents to be provided to us by the customer, such as drawings, permits or approvals; and definitely not before receipt of agreed advance payments. The delivery period shall be considered to have been met if readiness for dispatch has been notified before the expiry of this period. Delivery shall be subject to us receiving our own supplies punctually and in good order.
- 3.2. Force Majeure and circumstances beyond our control, such as strikes, lock-outs, operational disruption, shortages of raw materials and equipment, delayed delivery or non-delivery by our suppliers, shall extend the delivery periods accordingly and shall release us from our delivery obligations if they, as a result, render delivery impossible. We shall also not be liable for the circumstances described above if they arise during an already existing delay. The same shall apply for any additional or amended services requested by the customer.
- 3.3. We shall be considered to be in default of delivery only if the customer has issued us with a reminder, has set a reasonable extension period which has elapsed.
- 3.4. In the case of delay damages, our liability for compensation shall be limited to 10% of the value of the delayed delivery/service. The limitation shall not apply in cases of wilful intent, gross negligence and/or injury to life, limb or health. The customer shall be obliged to immediately inform us in writing of any likely consequences of delay.

4. Prices, Terms of Payment

- 4.1. Prices shall be EXW (Incoterms® 2010 ex works), Wertheim and exclusive of statutory VAT, if applicable. Costs of packaging, transportation, freight and insurance shall be borne by the customer. Prices shall also be exclusive of the cost of returning and recycling/disposing of old equipment.
- 4.2. Invoices shall be payable to our account in EURs (€) without deductions and free of charges and expenses. Payment shall be made immediately or by the date stated. The determinant factor shall be the receipt of payment. Cheques and bills of exchange shall only be accepted on account of performance and at the cost of the customer.
- 4.3. In the case of customers, with whom we are working for the first time or with whom we do not work regularly, after delay in payment or in the case of reasonable doubt as to the creditworthiness of the customer, we shall reserve the right to make individual deliveries dependent on their pre-payment or a security deposit to the value of the invoice amount.
- 4.4. Should the period between conclusion of contract and agreed delivery exceed four (4) months, so may we, at our discretion, demand a reasonable additional charge equivalent to the increase in our costs up until delivery. For deliveries on call, our current price shall apply.
- 4.5. In the case of an agreed return of goods that are free of defects, the customer shall be charged a checking and processing fee of 20% of the invoice amount (minimum € 50).
- 4.6. Should the customer be in arrears with payment, our debt claims against him shall be due immediately, and we shall not be obliged to make any further deliveries based on current delivery contracts.
- 4.7. If payment is delayed, we shall charge - notwithstanding further damage compensation claims - interest on arrears at the statutory rate.
- 4.8. We may offset amounts payable to the customer (e.g. from credit notes) against our claims against the customer.

5. Retention of Title, Assignment of Future Claims

- 5.1. The goods delivered shall remain our property until the complete and unlimited payment. Should we still have further claims against the customer, we shall then retain our property rights until payment of these has been effected.
- 5.2. The customer may neither use goods subject to retention of title nor combine them with other objects to which a third party may have rights. Should, however, goods subject to retention of title become, through their combination with other objects, part of a new (complete) item, we shall be a proportional co-owner of this new item directly, even if this latter component is regarded as the main component. Our proportion of co-ownership shall be determined by the ratio of the invoice value of the goods to the value of the new item at the time of combination.
- 5.3. The customer may resell goods subject to retention of title in the course of his normal business as long as he has not assigned, pledged or otherwise encumbered his claims from the resale.
- 5.4. The customer shall assign to us in advance as collateral any claims against his customers from the resale of the goods subject to retention of title (see Clause 5.3) and/or newly formed items (see Clause 5.2) to the value of our invoice for the goods subject to retention of title. As long as the customer is not in default of payment for the goods subject to retention of title, he may collect the assigned claims in the ordinary course of business. He may, however, only use the proportional proceeds for the payment to us for the goods subject to retention of title.
- 5.5. At the customer's request, we shall release collateral at our discretion if and to the extent that the nominal value of the collateral exceeds 120% of the nominal value of our outstanding debt claims against the customer.

- 5.6. The customer shall be required to inform us immediately of any attachments, seizures or any other third-party dispositions relating to the goods that are reserved or co-owned by us.
- 5.7. In the event of failure to pay bills of exchange or cheques, or failure or recall of a payment made via SEPA Direct Debit Scheme, suspension of payments or insolvency of the customer or of the end buyer, the rights of the customer under Clause 5.3. shall no longer be valid. The customer must then immediately inform the buyer of our extended retention of title; he may use the assignment of relevant proportional proceeds only to pay for the delivered goods.
- 5.8. Where payment is delayed and in the cases covered in Clause 5.7, we shall be entitled to withdraw from the contract and/or, without withdrawing from the contract, demand the return of any goods subject to retention of title still in possession of the customer and to collect the assigned receivables ourselves. In order to ascertain our rights, we shall be entitled to have all of our customer's documents/books concerning our reserved rights examined by a person who is subject to the professional duty of confidentiality.

6. Warranty, Limitation of Liability

- 6.1. We warrant that our delivered goods (including any agreed installation) are free of defects at time of risk transfer. The required quality, durability and use of our delivered goods are based solely on the agreed written specification, product description and/or operating manuals. Any information beyond this, in particular in preliminary discussions, advertising and/or referencing industrial standards shall only become part of the contract if they are expressly referenced in writing.
- 6.2. Should the customer requires the delivered goods for purposes other than those agreed, he must take responsibility himself for examining their special suitability for this - also in terms of product safety - and ensure their compliance with all relevant technical, legal or regulatory provisions before the intended use. We shall not be liable for any usability that was not expressly confirmed by us in writing. In the case of material or design requirements of the customer, we shall accept no liability for the suitability or permissibility of the desired materials or designs, and shall, in this respect, have no particular testing obligation. Compliance with safety-related and occupational health regulations depends on the location and operating conditions of which we have no prior knowledge. Action for ensuring compliance shall therefore be the responsibility of the customer or his buyer.
- 6.3. We shall not be liable for the consequences of improper handling, use, maintenance and operation of the delivered goods; the consequences of normal wear and tear, in particular of wearing parts, such as pistons, seals, valves; the breakage of glass, plastic or ceramic parts; for the consequences of chemical, electrochemical or electrical influences; or non-observance of the operating instructions.
- 6.4. If a notice of defect is justified, we shall initially only be required to provide supplementary performance. Supplementary performance shall be, at our discretion, either rectification of the defect or delivery of goods free of defects. Further warranty claims shall only apply in the event of rejection, impossibility or failure of the supplementary performance. The customer shall bear additional expenses, which arise from the fact that the goods were taken after delivery to a location other than the agreed place of performance.
- 6.5. The customer must, immediately upon receipt of the goods, inspect them carefully, also in terms of product safety, and notify obvious defects immediately in writing; any hidden defects must be immediately notified upon discovery. The customer must notify the carrier immediately of any transport damage. Failure to observe the testing and notification obligation shall void any customer claims for defects.
- 6.6. Our liability for slight negligence shall be limited to claims for injury to life, limb or health, to claims under the Produkthaftungsgesetz (German Product Liability Act) or to claims of culpable breach of fundamental contractual obligations through which the purpose of the contract is endangered. Otherwise, our liability for slightly negligent breach of fundamental contractual obligations is limited to the typically occurring damages which we could have foreseen when the contract was concluded.
- 6.7. Should the customer use the delivered goods in conjunction with environmentally harmful, toxic, radioactive or otherwise hazardous materials, he shall be obliged to clean them before returning them to us. If applicable, we may charge any necessary costs for decontamination/cleaning and disposal to the customer's account.

7. Limitation Period

- 7.1. The warranty period shall be one year and starts from the date of delivery of the goods to the customer. The same shall apply for claims for damages, irrespective of their legal basis. The limitation periods of Section 438 Para. 1 Nos. 1 and 2, Section 479 Para. 1 and Section 634a Para. 1 No. 2 of the BGB (German Civil Code) shall remain unaffected. The restriction of the limitation period shall not apply to claims based on fraudulent concealment of a defect, for claims under the Produkthaftungsgesetz (German Product Liability Act) or for damages resulting from injury to life, limb or health or other damages based on intent or gross negligence. The limitation period in respect of replaced or repaired goods shall not commence anew.

8. Software Use

- 8.1. If software is included in the scope of a delivery, the customer shall be granted a non-exclusive right to use the software and its associated documentation. It is provided for use on the designated delivery item. The use of the software on more than one system shall be prohibited.
- 8.2. The customer shall only be entitled to copy, transfer or translate the software or to convert it from object code to source code to the extent permitted by law (Sections 69a et seq. Urheberrechtsgesetz - German Copyright Act). The customer undertakes to refrain from removing manufacturer information, in particular copyright notices, or from changing these without our prior express consent or the prior express consent of the software supplier.
- 8.3. All other rights to the software and the documentation including copies thereof shall remain with us and/or the software supplier. The issue of sub-licences is not permitted.

9. Installation

- 9.1. Installation costs may be invoiced on a monthly basis. Fixed installation prices shall only cover the work that has been agreed upon. In other cases our current price list for installation and service costs shall apply.
- 9.2. The customer shall be responsible for providing the following at his own expense: lighting, motive power, if necessary, compressed air; water; electrical power for welding and heating, including the necessary connections; electrical installations to connect the products supplied by us; the devices required (such as lifting equipment); a lockable room that can be used for storing materials; tools and clothing during the installation.

10. Spare Parts, Maintenance/Repair and Calibration

- 10.1. For spare parts and maintenance, repair and calibration services, the current repair and exchange price list shall apply.
- 10.2. Insofar as there is an obligation on our part to maintain/supply spare parts, then this obligation shall be limited to a period of five (5) years from the date of delivery. If spare parts are not manufactured by us, or are no longer available on the market, for example electronic components, or if the raw material for their production is no longer available, our obligation to deliver spare parts shall lapse.
- 10.3. For calibration and maintenance, expendable items from BRAND production are normally used.
- 10.4. Maintenance and calibration services can only be provided if the customer has declared the devices sent to be safe to work on from a health hazard perspective.
- 10.5. For repair/service values of up to € 50, we reserve the right not to provide a separate cost estimate.

11. Legal Reservation, Industrial Property Rights, Confidentiality

- 11.1. We reserve ownership and all industrial property rights and copyrights to all moulds, tools or other devices, samples, pictures, and business and technical documents produced or provided by us. This also applies where the customer has wholly or in part taken on the costs hereof. The customer may use these only in the manner agreed with us. Without our written consent, he may not himself manufacture contractual objects delivered or have the same manufactured by third parties.
- 11.2. Insofar as we deliver goods according to the designs or other requirements specified by the customer (models, patterns etc.), the customer shall be liable to us by default for ensuring that, through the manufacture and delivery of these goods, the industrial property rights or other rights of third parties are not infringed. If the customer is at fault he shall reimburse us all damage resulting from any such infringement of rights.
- 11.3. Any information acquired from this business relationship and not deemed to be public knowledge must not be disclosed by the customer to third parties.



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