

Delivery and Payment Terms

For issuing work certificates we charge following costs:

Certificate according to DIN EN 10 204 (formerly DIN 50.049) 2.1: 20.– Euro; Certificate according to 2.2: 30.– Euro;

Certificate according to 3.1: according to expenditure.

All list prices without VAT.

Order:

An order is valid through our written confirmation. In case of delivery without written confirmation, the invoice is to be considered as order confirmation.

Validity of Offers:

Offers on our part without any specification of time limits automatically lose their validity after 30 days without any separate notification.

Delivery:

1. Deliveries are made according to Incoterms 2020.
2. Our prices are without engagement and are to be understood ex works Amberg / Germany, packing excluded plus statutory VAT. The shipment shall be made for the account of and at the risk of the customer.
3. Consignments for export are delivered according to individual agreements.
4. Invoices are issued according to the prices valid on the day of the order. Price increases during the year due to increased cost of raw materials are reserved.

Package:

1. Depending on quantity and destination packaging is made in cartons, containers, pallet boxes, loaned containers or boxes for sea transport.
2. Packaging material is charged at cost price and not taken back.

Payment:

1. Payments made within 14 days from date of invoice will be subject to a discount of 1 %.
2. Payments shall be made within 30 days net from the date of invoice.
3. For national orders below 50.00 Euro and international orders below 100.00 Euro there is a 10.00 Euro minimum quantity surcharge.
4. If the period allowed for payment should be exceeded, we are entitled to charge interest rates of a minimum of 3 % above the actual reference rate of EZB, without a notice of default being required.

Retention of Title:

1. All goods delivered remain our property (conditional goods) until all demands which either already exist or which come to exist have been settled, even if payment has been made against specifically identified claims.
2. In the case of current accounts, the reserved ownership serves as a security for the balance of our claims (current account reservation).
3. Repossession of the delivered goods on our part does not represent a withdrawal from the contract unless we have explicitly declared such a withdrawal in writing.
4. The customer is entitled to sell the delivered goods through normal business channels.
5. The customer assigns to us all claims against his buyer or against third parties up to the level of the final which may accrue to him as a result of the resale. They serve to the same extent as the conditional goods as security for our claims.
6. The customer is entitled to collect against these claims even after they have been assigned. Our authorization to collect against these claims ourselves is not hereby affected; nevertheless we agree not to collect the claims ourselves, as long as the customer correctly fulfils his duties of payment and does not fall into arrears.
7. Through the processing, incorporation or mixing of the conditional goods with other goods on the customer's part, a joint ownership in the new object shall accrue to us in proportion to the invoice value of the conditional goods as compared with the invoice value of the other goods used.
8. If the conditional goods are disposed together with other goods, the claims arising there from are assigned to us in proportion to the invoice value of the conditional goods as compared with the invoice of the other goods.
9. We agree to release the securities to which we are entitled at the buyer's request, to the extent that their value exceeds that of the claims to be secured, as far as these are not yet settled, by more than 20 %.

Time of Delivery:

1. The stated delivery time is given at our discretion and without engagement. When setting the delivery times we ensure that in all likelihood we are able to deliver the order at the given time at the latest.
2. Unless otherwise specifically agreed in writing, all information is non-binding.
3. We reserve the right to entirely or partially withdraw from the contract in case of unforeseen events or force majeure.

Objections:

1. Objections are only accepted within 8 days from receipt of goods and cannot be considered later on.
2. In case of legitimate objections we offer replacement free of charge within the statutory guarantee provisions. Consequential damage such as additional cost in terms of staff is not reimbursed.
3. All return deliveries are subject to advance notification and authorization in writing.
4. Ex works return shipments not caused by our fault are generally not accepted.
5. There is a restorage fee of 30 % of the net value of the goods, however, at least 50.00 Euro. Return shipments are only allowed for non-used products within a 12-month period following the delivery.
6. For return shipments due to our fault we arrange the shipment after customer information. Arising costs by unauthorized returns are generally not reimbursed.

Illustrations:

Serve only as a means for a better explanation and are therefore subject to modifications.

Product Modifications:

We reserve the right to modify our products without information in advance, to change technical features, design or spare parts.

Setting place and venue:

The place of performance for all obligations arising from the contractual relationship is Lüdecke's head office in 92224 Amberg. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the local court Amberg. Solely the laws of the Federal Republic of Germany shall apply for these terms and conditions.

Order:

1. By placing the order the customer declares his agreement with the above terms of delivery and payment.
2. Secondary agreements are only valid if confirmed in writing.
3. Should individual provisions in these terms of delivery and payment be or become either wholly or partially inoperative or invalid, the parties of the contract are obliged to agree to a new provision which to the greatest extent fulfils the intention of the inoperative or invalid provision.
4. The validity of these terms of delivery and payment is not affected in case individual provisions are nullified or become invalid.