

1. General:

1.1. The following general terms and conditions of sales and delivery apply to all contracts, deliveries and services of Ziemann & Urban GmbH, hereinafter referred to as Z&U.

1.2. All, including future, offers, deliveries and services from Z&U are based on the following conditions. Supplementary, deviating or contradictory business conditions of the customer require the express written and company-approved agreement of Z&U in order to be effective. Counter-confirmations with different conditions are not binding for us, even if we do not object.

1.3. Should a provision in these terms and conditions or a provision in the context of other agreements be or become ineffective in whole or in part, this shall not affect the effectiveness of all other provisions, partial provisions or agreements.

2. Quotations and order confirmations:

2.1. Z&U offers are nonbinding. Orders only become effective when Z&U confirms the order in writing. Unless otherwise stated in the offer, the offers are valid for 30 days from the offer date, for the country for which the offers were created and for the final destination of the delivery in this country.

3. Prices:

3.1. Unless otherwise agreed, all prices are quoted in € (Euro) ex works, excluding insurance, packaging, shipping and transport costs, plus statutory value added tax.

4. Dispatch and transfer of risk:

4.1. The risk passes to the buyer as soon as the consignment has been handed over to the person carrying out the transport or has left the factory or warehouse for the purpose of dispatch. This also applies to freight-free delivery. Transport insurance can be organized at the express request of the customer, at the customer's expense.

5. Retention of title:

5.1. Z&U reserves ownership of all goods, including all accessories, until all claims against the customer arising from all business relationships, regardless of the legal reason, have been completely fulfilled. The provisions of the extended retention of title apply to this.

5.2. In the event of delayed payment by the customer, Z&U has a contractual right to surrender its reserved property.

5.3. The customer may neither sell the delivered goods until full payment pledge, nor transfer them as security. The purchaser must immediately notify Z&U of attachments, confiscations or other threats to property by sending the relevant documents. The costs of any intervention by Z&U are borne by the customer.

5.4. The delivery item may only be used for the normal course of business.

5.5. If the law in the scope of which the delivery item is located does not permit the retention of title, but does allow the retention of similar rights to the delivery item, these similar rights are deemed to have been agreed between the customer and Z&U. The customer is obliged to participate in measures that Z&U wants to take to protect your property or similar security rights on the delivery item. The customer can be prompted without further warning by an injunction or appropriate legal measures.

5.6. The customer is obliged to insure the delivery item at his own expense.

6. Terms of payments:

6.1. Unless otherwise agreed, invoices from Z&U are due for payment without any deductions within 30 days of the invoice date. Spare parts and service invoices are payable without deduction within 14 days of the invoice date.

6.2. A payment is only deemed to have been made if Z&U can dispose of the corresponding amount without restriction and without reservation.

6.3. In the event of late payment by the customer, Z&U can demand default interest of 5% above the respective discount rate of the Deutsche Bundesbank without proof.

7. Warranty:

7.1. The statutory warranty period of 12 months applies to all services and deliveries provided by Z&U. It begins from completed commissioning but no later than the 30th day after delivery. In any case, the warranty period begins with the start of productive use of the equipment. Purchased parts that are specified by the manufacturer with a shorter warranty period are limited to the specified warranty period. The warranty for delivered items such as spare parts is limited to the freedom of defects when leaving the factory. The warranty for services is limited to the freedom from error at the time of completion or acceptance. Warranty repairs are carried out at the Z&U plant in Moosinning. Any transport, travel and travel expenses related to warranties will be borne by the buyer.

7.2. Regarding software, Z&U expressly points out that, according to the current state of the technology, it is not possible to develop software that functions error free in all applications and combinations. For software, therefore, only a guarantee is given that, in accordance with the program description and user instructions, it is understandable and can be used by a specialist who is familiar with similar programs and can be used in accordance with the contractually guaranteed properties.

7.3. Z&U's guarantee is excluded if the systems or devices are not used in accordance with the operating instructions, the operating conditions specified in the operating instructions or the intended use. The same applies if the customer or a third person changes or repairs the goods, carries out maintenance or uses consumables that do not meet the original specifications. It is expressly pointed out that modifications to our systems that have not been approved by Z&U may invalidate CE conformity.

7.4. An unjustified notice of defects leads to costs / reimbursement of expenses.

8. Safety regulations:

8.1. The relevant safety regulations must be followed. If there are safety regulations in the country of the customer, in particular for the approval, maintenance and handling of the delivery items, the customer is obliged to release Z&U from all claims arising from such regulations.

9. Liability:

9.1. All other claims of the customer, for whatever legal reason, are excluded, unless Z&U, its executives or vicarious agents have caused the damage through gross negligence or willful misconduct. The exemption from liability extends to contractual and legal or tortious claims of the customer. It also has legal force and effects in favor of the people and subcontractors entrusted by Z&U with the fulfillment of the contract.

9.2. The customer is responsible for data backup starting from the time of delivery. Claims for the loss of stored data are excluded if the damage would not have occurred had the data been properly backed up.

10. Rights of use:

10.1. All software, mechanical and electrical construction supplied by Z&U is copyrighted property of Z&U and must be treated as such by the user. With the purchase, the user only acquires a simple usage license.

10.2. The buyer does not get any extended license rights to processes and systems that have been developed by Z&U.

10.3. Systems and processes required by the buyer in the specifications are not checked for the violation of third-party rights. In the event of violation, Z&U is released from all claims.

11. Confidentiality:

11.1. The customer is obliged to treat all business and company secrets that have become known to him within the scope of the contract confidentially and not to disclose them to third parties. This confidentiality obligation also applies for a period of 5 years after the end of the contract. In the event of an infringement, Z&U is entitled to compensation for any damage suffered. In addition, each violation will be punished with at least € 50,000.

12. Data protection and obligation of secrecy:

12.1. The order requires the storage of data beyond the address and contract data. The data collected are used exclusively for the purpose of fulfilling the contract. We work in accordance with the Federal Data Protection Law and the current data protection regulation, which applies from 25.05.2018. All Z&U employees are obliged to maintain confidentiality in trust.

13. Delivery and installation conditions:

13.1. All construction work must be completed before installation begins so that installation can begin immediately after delivery.

13.2. Forklifts, lifting aids, aerial work platforms as well as devices and materials required for installation and commissioning must be kept ready by the customer in due time.

13.3. Delays in installation and commissioning which Z&U is not responsible for are to be paid for by the customer.

14. Customer's duty to cooperate:

14.1. Compliance with the planned delivery times requires a timely and proper fulfillment of the customers of all contractual obligations to cooperate. If the customer does not fulfill his cooperation obligations or does not do so in good time, the delivery times and any contractual penalties will be extended by the duration of the delay. More detailed provisions on the customer's obligations to cooperate are made in the quotation and/or order confirmation.

15. Disposal of devices:

15.1. After the end of use, the buyer takes over the environmentally friendly disposal of the electronic components in accordance with the Electronics Equipment Law of March 23, 2005.

16. Applicable law, place of fulfillment, place of jurisdiction:

16.1. The law of the Federal Republic of Germany applies exclusively to the relationships between Z&U and the customer.

16.2. The place of fulfillment for all deliveries, services and payments is the business address of Z&U in Moosinning.

16.3. The exclusive jurisdiction of the Erding District Court is agreed for all current and future business relationships of Z&U.