The following terms and conditions shall apply to all quotations and conclusions of purchase contracts, also for subsequent transactions, to the extent that they have not been effectively superseded by agreements concluded as we deemed acknowledged upon placement of an order. The purchase contract shall only become binding for us in accordance with the provisions of our internal and external regulations.

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2. This provision does not limitate our liability for culpable injury to life, body or health, nor does it limit compulsory liability in accordance with the Product Liability Act or other liability elements mandated by law.

3. Unless otherwise regulated in the above provisions, our liability is excluded in all other cases. Any and all claims by the Customer owing to a defect are subject to a limitation period of one year from the point in time of delivery of the merchandise expect in cases falling under the provisions of Sections 478, 439 (1) number 2 or 634a (1) number 2 BGB (German Civil Code) or unless, in individual cases, we have granted a longer period in the contract. The above limitation period also applies to damage compensation claims, regardless of their nature, unless we are culpable of gross negligence or it is a case of loss or damage for which we are accountable owing to injury to the Customer’s life, body or health or pursuant to product liability.

XI. Applicable law, place of performance and place of jurisdiction


2. Place of performance for our deliveries and services and all liabilities originating from the delivery business for both parties shall be Freudenberg/Main in commercial dealings.

3. Place of jurisdiction in commercial dealings shall be our registered office. We shall however be entitled to sue our contracting partners at their registered office.

XII. Miscellaneous

1. If one of the aforementioned provisions is cancelled by a written agreement or is legally ineffective for any other reason, the validity of all other directives shall remain unaffected.

2. The present terms and conditions of sale and delivery hereby supersede previous valid terms.

3. We hereby grant our consent to our supplier submitting data regarding the commencement, the termination and the payment experience of this business relationship to information agencies in accordance with Section 29 BDSG (German Federal Data Protection Act). We can obtain information about the stored data related to our company in accordance with Section 34 BDSG.