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General Terms and Conditions of Lenhardt & Wagner Kompressoren GmbH, Lampertheim–Hüttenfeld, Germany.

The contractual rights between us and our customers result from the written agreements and from these general terms and conditions. The written form requirement can only be waived by written declaration. These general terms and conditions apply to merchants, non-merchants, entrepreneurs within the meaning of § 14 BGB (German Civil Code) (hereinafter referred to as entrepreneurs) and consumers, unless otherwise regulated. Therefore, general terms and conditions of our customers which are in contradiction to these general terms and conditions or to the statutory provisions only obligate us if we have expressly agreed to their validity in writing.

I. Offer and conclusion of contract

1. Our offer is always without engagement. Documents belonging to this offer (illustrations, drawings, diagrams and the like), weight specifications, dimensions and performance data are only approximate and not binding, unless they are expressly declared binding in this offer. We retain ownership and industrial property rights to the documents handed over in connection with this offer. These documents may not be made accessible to third parties.
2. Contracts shall only be deemed concluded upon our written confirmation of the customer's order and, in the case of foreign orders, shall also be subject to the suspensive condition of the granting of an export licence, if such a licence is required for the specific contract. In this case, the customer is obliged to submit all declarations of intent required for the approval and to provide reasonable evidence, in particular an official end-use certificate and/or an import certificate.
3. Constructional and other changes, by which performance data, weight specifications and dimensions of the delivery items are only insignificantly or not adversely affected, are always permitted. A tolerance of +/- 6% of the performance data is always reserved, unless otherwise expressly agreed in writing.

II. Prices

4. Unless otherwise agreed, the sales price or work compensation is the list price valid on the day of delivery or on the day of completion of the work. Prices for merchants and entrepreneurs are always non-binding. Prices are net ex works Lampertheim plus costs for packaging and freight.
5. If fixed prices have been agreed, an increase in prime cost shall entitle us to raise prices accordingly, but, for customers who are not merchants or entrepreneurs, only if there is a period of more than four months between the conclusion of the contract and the agreed date of performance.

If prices include freight and / or customs charges due to special agreements, they shall only remain binding on entrepreneurs if the tariffs have not changed by the time of delivery. Tariff changes entitle us to make corresponding price changes.

III. Payments

6. Unless otherwise agreed, the payment of the purchase price or the compensation for work must be made in EURO and in cash or by bank transfer. Other means of payment shall only be accepted on account of performance. Invoices for spare parts shall be paid net in cash on collection, cash on delivery in the case of postal delivery, or cash on delivery collected by the forwarding agent. Work compensation for work services shall be paid net in cash after completion and acceptance. Otherwise, payments must be made within ten days of the invoice date, unless otherwise agreed with the customer. If the customer defaults on acceptance or payment of the delivery or service, he shall be obliged to pay default damages in the amount of five percentage points above the base interest rate in relation to the respective order value, unless he proves that we have not incurred any damage or that the damage incurred is significantly lower. If our customer is an entrepreneur, the above sentence applies with the proviso that the interest rate is eight percentage points above the base interest rate.

IV. Delivery and performance time, delivery

7. Stated delivery or completion dates are non-binding, unless they have been expressly agreed as binding. Bindingly agreed delivery and service periods shall commence with the dispatch of the order confirmation, but not before the customer has provided the documents, letters of credit, guarantees, permits, releases, import certificates etc. he is obliged to procure in individual cases.

The delivery and performance period shall be extended appropriately in the case of lawful measures in the context of industrial disputes, in particular strikes and lock-outs as well as in the case of force majeure, but at most by the duration of the disturbance, insofar as such obstacles have demonstrably had a considerable influence on the completion or handover of the delivery item. This shall also apply if these circumstances occur at subcontractors without them or us having been responsible therefore.

We shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. The beginning and end of such obstacles must be communicated to the customer in important cases.

8. We are entitled to make partial deliveries to a reasonable extent.
9. Should we learn that the customer's financial circumstances have deteriorated significantly after conclusion of the contract or if, despite the usual investigative measures concerning the customer's creditworthiness, we only become aware of a deterioration that has already occurred after conclusion of the contract, we shall be entitled to refuse performance in accordance with our obligations until the customer has paid the due consideration in full. Should the customer fail to perform within a reasonable period of time, we shall be entitled to withdraw from the contract.

V. Transfer of risk

10 The risk shall pass to the customer at the latest as soon as the goods are loaded for the purpose of shipment to the customer. This shall also apply in the event of partial delivery or/and in the event that we have assumed other services, e.g. dispatch, delivery and installation.

The risk shall also pass to the customer if the customer does not accept the ordered and already ascertained goods despite our willingness and ability to perform.

VI. Retention of title

11. The goods delivered by us remain our property until full payment, i.e. including all subsidiary claims, has been made. The customer must inform us immediately of any seizure or other impairments of goods subject to retention of title by third parties and, if necessary, the customer must bear all reasonable costs of an intervention, unless they are reimbursed by the opposing party.

Insofar as we have to demand the return of the delivered goods due to the assertion of the rights from the agreed retention of title, the customer shall be obliged to send the goods at his own risk to the place of performance described in more detail in Section 28. The costs arising from this return of the delivered goods, e.g. freight costs, customs duties, shall be borne by the customer.

12. The following applies to merchants:

12.1. In the case of ongoing business relations with entrepreneurs, the goods delivered by us shall remain our property until payment of all claims, including future claims arising from this business relationship and including any claims arising from current account balances.

12.2. In the case of working and processing, we shall be regarded as the manufacturer in the sense of § 950 BGB (German Civil Code) vis-à-vis entrepreneurs. We acquire ownership of the intermediate or finished products, while the customer is only the administrator. If the intermediate or finished product is also made from materials from other suppliers, we become the owner in the ratio of the value of our delivery to the value of the product.

12.3. The sale of the goods is only permitted in the ordinary course of business until full payment has been made. It may not be pledged or transferred by way of security. The customer hereby assigns to us all claims, including all ancillary rights, against customers or other third parties to which he is entitled from the sale of goods still subject to retention of title.

12.4. In the case of resale of goods subject to retention of title that have been processed with goods subject to retention of title supplied not by us but by other suppliers, the resale receivables in the amount of the invoice value of the goods supplied by us have hereby been partially ceded to us.

12.5. However, the customer is authorised, subject to revocation at any time, to assert the claims resulting from the resale and assigned to us in his own name. In every case, the authorisation to collect the assigned claims shall expire upon the customer's cessation of payments, the application for or the opening of the assigned bankruptcy proceedings or judicial or extrajudicial composition proceedings pertaining to the customer's assets. The same shall apply in the event that a cheque or bill of exchange is not honoured by the customer. In the event of revocation, the customer shall be obliged to provide us with the information required for collection, to display the necessary documents and to inform the third-party debtor of the assignment of the claim.

13. If the value of the securities existing for us exceeds our claim by more than 20% in total, we shall be obliged to release securities of our choice at the customer's request.

VII. Warranty

14. For parts which we do not manufacture ourselves, we shall be liable in accordance with the following provisions of this clause. We assign to the customer the warranty claims to which we are entitled against the third party. We undertake to provide the customer with all documents and information necessary for legal action against the third party. We are liable for defects in parts manufactured by third parties insofar as the third party fails to fulfil the warranty claims or refuses to do so. The same applies if the third party culpably delays the fulfilment of the claims. We shall also be liable insofar as legal action against the third party is necessary to assert the warranty claims or if such action is futile. The customer's warranty claims against us in respect of these parts shall be suspended as long as the third party agrees to examine the customer's claims.
15. The liability for warranty cases is limited at our discretion to free delivery of spare parts or free rectification. In the event of failure of the rectification or replacement delivery, the customer shall reserve the right to demand a reduction of the remuneration or cancellation of the contract. The rectification or the delivery of spare parts shall be deemed to have failed if it is impossible or if we have seriously and finally refused, delayed or attempted it in vain. The customer shall grant us a reasonable period of time for the rectification or replacement delivery, but at least a period of 3 weeks. If individual parts or the entire delivery item is rejected by registered traders, these shall be sent to us carriage paid, stating our order number. The right of choice to which we are entitled with regard to the type of warranty is transferred to the customer if neither replacement delivery nor rectification of the defect has been carried out within a period granted to us, or the defect has not been remedied in spite of implementation.
16. Rectification of the defect does not initiate a new warranty period.
17. Insofar as a replacement delivery or rectification of the defect is necessary, the customer shall make this possible for us.
18. The customer is not entitled to warranties if the customer himself or a third party makes changes to the delivered goods that go beyond the necessary adaptation of the delivered goods to his operating procedures without our written consent and the defect is a result of these changes.

VIII. Damages

19. We shall only be liable for damages if these are the result of a grossly negligent or intentional breach of duty by our legal representatives or our vicarious agents or assistants.
20. Insofar as our liability according to clause 19 exists, it is limited for entrepreneurs to 50 percent of the contractually agreed price.

IX. Withdrawal by the vendor

21. Our obligation to perform vis-à-vis entrepreneurs is subject to correct and timely delivery to us by our own suppliers. We undertake to inform the customer immediately as soon as we learn that our suppliers cannot supply us on time.
22. If industrial action, such as a strike or lockout, for the consequences of which we are not responsible, or force majeure or the loss of a required export licence, for which we are not responsible, makes it unreasonably difficult for us to fulfil our performance obligation or reduces it, we shall be entitled to withdraw from the contract.

X. For work contracts, the following supplement applies:

23. At the request of the customer, we will prepare a written cost estimate. In this, the work and the spare parts are listed in detail in each case, with their respective price. The prices stated in the cost estimate are not fixed prices. If the compensation for work is more than 20% higher than the price stated in the estimate for orders of up to EUR 250.00, and more than 10% higher for orders above EUR 250.00, the price stated in the cost estimate will be significantly exceeded.
24. On account of our claim from the order, we are entitled to a contractual right of lien on the object of the order which has come into our possession as a result of the order. For other claims arising from the business relationship, the contractual right of lien shall only apply if this is undisputed or a legally binding title exists and the subject of the order belongs to the customer.
25. All deliveries are ex works. Delivery and unloading must be carried out immediately and professionally by the customer or by suitable workers to be provided by him.
26. In the case of contractual acceptance of installation services, the following applies:
 - 26.1. If the object of the order cannot be installed when our fitters arrive, due to circumstances for which we are not responsible, the customer is obliged to reimburse us for the expenses incurred.
 - 26.2. The customer shall ensure that the work performance can be carried out without hindrance. The customer shall ensure that the necessary electrical and water connections are available.
 - 26.3. The assistants provided by the customer shall work for the customer, even if they have been placed under our authority by the customer.
27. Entrepreneurs shall be in default of acceptance of the work performance if they culpably fail to accept the object of the order within one week after reasonable knowledge of the completion of the work or its handover or after the invoice has been sent. If the customer uses the object of the order without complaint for a period of two weeks, the object of the order shall be deemed to have been accepted, provided that we inform the customer of this effect when sending the object of the order or completing it at the customer's premises.

XI. Final clause:

28. The place of performance is Lampertheim – Hüttenfeld, Germany. Insofar as the customer is a registered trader, Lampertheim-Hüttenfeld, Germany shall be the agreed place of jurisdiction.
29. The contractual relationship between us and the customer as well as all claims and rights arising from it are subject to German law.