A. General

1. These General Terms and Conditions shall apply to all our business relationships – also in the future – with contractors in the sense of § 310 German Civil Code (hereinafter: "buyer"). Deviating General Terms and Conditions of the buyer shall not be valid unless we expressly consent.

2. Individual arrangements made in a particular case (inclusive collateral agreements, amendments and modifications) shall take priority over these General Terms and Conditions. The contents of such arrangements shall be subject to a written contract or to our confirmation in writing.

3. The statutory provisions shall be effective, unless they are directly modified or expressly excluded by these General Terms and Conditions, even if this is not explicitly stated.

B. Conclusion of an Agreement

1. Our offers are subject to confirmation. An agreement is not reached until acceptance of the buyer’s order. This shall also apply if we placed technical documents (e.g. drawings, data sheets, specifications), other product descriptions or documents – also in electronic form – at the buyer’s disposal.

2. Deviations of our acceptance (e.g. by confirmation of the order) from the buyer’s order, which are customary in this branch of business, are reserved and shall have no influence on the conclusion of the agreement.

C. Terms of Delivery

1. In case we are not able to keep binding delivery dates due to reasons we are not responsible for (impossibility of performance, e.g. because our suppliers failed to deliver us), we shall inform the buyer without delay and determine a new delivery period which appears reasonable according to the circumstances. If the performance remains impossible, also within the newly determined delivery period, we shall be entitled to cancel the agreement completely or partially; we shall immediately reimburse any already provided counter-performance.

2. Our offers are subject to confirmation. An agreement is not reached until acceptance of the buyer’s order. This shall also apply if we placed technical documents (e.g. drawings, data sheets, specifications), other product descriptions or documents – also in electronic form – at the buyer’s disposal.

D. Prices and Terms of Payment

1. The purchase price is due and payable within 14 days from the date of issue of the invoice and delivery of the goods. Upon the expiration of the time for payment, the buyer is in delay of payment. During the period of delay – subject to more far-reaching rights –, interest for late payment at the respectively applicable statutory default interest rate has to be paid on the purchase price.

2. In case the purchase price is not paid, we shall be entitled to execute offsets or retentions in so far as the respective counterclaim has legal effect or is acknowledged by us.

3. The plaintiff’s claim is time-barred due to the failure to notify the buyer (e.g. application for insolvency proceedings). It shall be effective against the statutory provisions, to withhold performance and – if necessary, after having fixed a time-limit – to cancel the agreement (§ 321 German Civil Code).

4. The plaintiff’s claim is time-barred due to the failure to notify the buyer (e.g. application for insolvency proceedings). It shall be effective against the statutory provisions, to withhold performance and – if necessary, after having fixed a time-limit – to cancel the agreement (§ 321 German Civil Code).

5. In case of special manufactures we shall be entitled to give notice of cancellation without our express written consent.

E. Warranty Claims of the Buyer

1. Deviating from § 438 para. 1 No. 3 German Civil Code, the general statutory period of limitation for claims arising from defects of quality or legal imperfection in title shall be one year from the day of delivery.

2. Apart from our warranty for defects, the buyer has a right to cancel or terminate the agreement, but only if we fail to comply with our duties; in particular, an unrestricted right of termination (e.g. under §§ 651, 649 German Civil Code) shall be excluded. Cancellation or termination must be made in writing. Besides this, the statutory requirements and legal consequences shall apply.

E. Reservation of Title

1. We reserve title to the goods until all our present and future claims have been fully paid in full.

2. In case of breaches of duty, especially when the purchase price is not paid, we shall reserve title to the products which are created by the buyer’s order, as well as to the products which are to be created by the buyer’s order.

3. Unless § 449 German Civil Code applies, the buyer shall be entitled to sell the goods. However, the buyer shall remain entitled to sell the goods.

4. In case the goods are defective, it shall be at the option of the buyer either to subsequently perform by removing the defect (subsequent improvement) or to deliver a faultless item (substitute delivery). Our statutory right of refusal shall remain unaffected.

F. Warranty Claims of the Buyer

1. The warranty claims of the buyer require that he has observed his statutory obligations to examine the goods and to give notice of defects. The statutory regulations concerning suppliers’ recourse shall remain unaffected in any case.

2. In case our pecuniary claim is endangered due to the inefficiency of the buyer, we shall be entitled to cancel the agreement completely or partially; we shall immediately reimburse any already provided counter-performance. Our statutory rights (e.g. exclusion of the obligation to perform) and the rights of the buyer under these General Terms and Conditions shall remain unaffected.

3. The warranty claims of the buyer require that he has observed his statutory obligations to examine the goods and to give notice of defects. The statutory regulations concerning suppliers’ recourse shall remain unaffected in any case.

4. Delivery of the goods shall be effected at buyer’s risk (destruction, deterioration, unsuccessful expiry or the statutory dispensability of a reasonable final respite).

5. In case of special manufactures we shall be entitled to give notice of cancellation without our express written consent.

6. Only such product descriptions shall be considered as an agreement on quality which are subject-matter of the individual contract. Supplementary to the statutory regulation, the goods shall also be considered to be free of defects of quality if they show the characteristics the buyer can expect to get according to the description of products issued by us. We shall not be liable for public statements of third parties (e.g. advertising statements).

7. For buildings and building material the statutory period of limitation shall be two years from the day of delivery. The special limitation rules for the statutory suppliers’ recourse shall remain unaffected and shall apply for the benefit of the buyer, even if the basis for the performance to the consumer is not a purchase contract, but a contract for services with a five-year period of limitation.

8. The statutory provisions for real claims for restitution of property of third parties, the suppliers’ recourse and for the case of fraud shall remain unaffected in any case.

9. The beneficiary of the third party’s claim shall be entitled to claim return of the goods and to reserve the right of cancellation. In this case, however, our liability shall be restricted to the damage normally foreseeable and typically arising damage.

10. As of: November 2013

AGB 2013 – KRAIBURG STRAIL GmbH & Co. KG, Goellstrasse 8, D-84529 Tittmoning, Deutschland