

General Terms and Conditions of Schmuehl Faserverbundtechnik GmbH & Co. KG, Egertsweg 3, 07368 Remptendorf, Germany

We object to all delivery conditions that do not include the exclusive application of the legal regulations applicable in the Federal Republic of Germany and in the EU (in particular both the German Civil and Commercial Codes).

Differing, conflicting, or supplementary general terms and conditions of the contractual partner will only become part of the contract if and when we have expressly agreed to their validity in writing.

Deviations from the consent requirement are only valid when in writing. Independent of this, all written individual agreements with the contractual partner apply (including additional agreements, additions and changes). These always take precedence over the aforementioned terms and conditions.

Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.

1. Limitation

(1) Deviating from section 438 para. 1 No. 3 BGB, the general limitation period for claims arising from material and legal defects is one year from delivery. Insofar as acceptance has been agreed, the limitation period begins with acceptance.

(2) The aforementioned limitation periods of the sales law also apply to contractual and non-contractual claims for damages by the customer, that are based on a defect in the goods, unless the application of the regular statutory limitation period (sections 195, 199 BGB) would lead to a shorter limitation period in individual cases.

2. Location of Fulfillment

The place of fulfillment for our delivery obligation is the location of our registered place of business or our delivery plant, provided the delivery is made from our registered office. The place of processing for customer payment obligations and for warranty claims on defects is our place of business. Deviating agreements must be made in writing. We are entitled to carry out the rectification of defects at the location of the subject of the contract.

3. Other Liability

(1) Unless otherwise stipulated in these terms and conditions of delivery, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations, in accordance with the statutory provisions.

(2) We shall be liable for damages – regardless of the legal grounds – within the scope of liability for intent and gross negligence. In the case of simple negligence, we shall only be liable, subject to a more lenient standard of liability, in accordance with statutory provisions (e.g. for care in our own affairs).

a) for damages resulting from injury to life, body or health,

b) for damages resulting from the not insignificant breach of an essential contractual obligation (obligation, the fulfilment of which is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely). In this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from paragraph 2 also apply in the event of breaches of duty by, or on behalf of, persons for whose fault we are responsible according to legal regulations. They do not apply if we have fraudulently concealed a defect or have provided a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.