

General Terms and Conditions of Sale of Bicker Elektronik GmbH

I. Scope

All present and future contracts, supplies and other services including advice and information by Bicker Elektronik GmbH are carried out exclusively on the basis of these General Terms and Conditions of Sale. With the dispatch/delivery of the order, by acceptance of the goods or services at the latest, these General terms and conditions of sale are accepted by the customer. Terms and conditions of the contracting partner, which deviate from these, shall apply only if written confirmation has been given by Bicker Elektronik GmbH.

II. Offers and Conclusion of Contract

1. Offers made by Bicker Elektronik GmbH are without engagement; they are only a request for tendering.
2. Scheduled - and Call-Off orders have a maximum duration of 12 months from the incoming order date. The delivery schedule has to be provided together with the order. After the expiration of 12 months from the incoming order date the remaining quantity will be dispatched and invoiced without prior notice.
3. All prices are without engagement. They are quoted in EURO. Other currency has to be expressly confirmed by Bicker Elektronik GmbH. The delivery term is ex works Donauwörth and without any costs of packaging, insurance and transportation.

III. Delivery

1. Delivery periods and dates are not fixed, unless they are confirmed by Bicker Elektronik GmbH in writing as "binding". Confirmed delivery dates are indicative of correct and on time delivery. Delivery dates shall be deemed to have been complied with when Bicker Elektronik GmbH has made the goods available for collection on time or has handed over the goods to an agreed or selected carrier on time, so that in the normal course of events they will reach the customer on time.
2. Circumstances and events which prevent or substantially impede delivery and for which Bicker Elektronik GmbH cannot be held responsible, shall entitle Bicker Elektronik GmbH to postpone performance for the duration of the effect of such events or circumstances plus an appropriate start-up period. If the delay in delivery lasts more than 14 days, either party can withdraw completely or in part from the contract. Bicker Elektronik GmbH shall be liable for damage caused by delay or for damages due to non-fulfilment, only if the delay was caused wilfully and knowingly or as a result of gross negligence by Bicker Elektronik GmbH, according to the legal regulations, in which the liability as a result of simple negligence will be excluded against traders.
3. Delivery deviations of +/- 10% of ordered quantity is permitted. Part delivery is allowed. Goods are transported at the customers risk and cost.
4. Force majeure, breakdown and similar unforeseen circumstances, for which Bicker Elektronik GmbH cannot be held responsible, will release them from the agreed delivery periods. In this case the customer is not entitled to withdraw from the contract or to assert compensation.
5. If the customer requests the dispatch of the order, the risk of accidental demise or accidental deterioration of the goods devolves to the customer with the dispatch of the order, at the latest when the goods leave the factory/stock. This is valid irrespective of whether the goods were dispatched from the place of performance or who carries the freight costs.

IV. Payment

1. Invoices are, unless otherwise agreed, payable, net without any discount, within 21 days from date of invoice. If a customer is in default of payment, Bicker Elektronik GmbH is entitled to charge default interest of 8% above the base rate p. a. subject to the assertion of a higher damage caused by delay.

If no fixed price agreement was made, prices for deliveries made at least 3 months after the contract conclusion are subject to adequate change due to changed labour costs, material costs or forwarding charges.

2. If the customer is in default of payment, totally or partial, full outstanding payment from the whole business connection to Bicker Elektronik GmbH will be payable. Also, if the initial investigation of the credit worthiness of the customer has not yet been completed, or if there is doubt as to the ability or willingness of the customer to pay, the full outstanding amount will be due for payment.

The proof of such unfavourable changes is furnished by the information of a reputable credit inquiry agency, bank or court.

3. As long as the customer is in default of payment, Bicker Elektronik GmbH shall not be committed to deliver other agreed or future deliveries under the contract or any other outstanding contracts.
4. The buyer has the right for charging if his counterclaims are legally established or undisputed. In order to execute a retention right the buyer is allowed only insofar as his counterclaim rests on the same contract relationship.

V. Notice of Defects, Legal Warranty

1. The customer is obliged to examine the goods immediately on receipt and to give immediate notification of any defects and or other deviations.
2. The legal warranty conforms to the legal regulations and is valid for a period of two (2) years from the passing of the risk to the customer. The legal warranty for batteries is one (1) year. The liability becomes void if the product has been modified by the customer.

VI. 3 Years Warranty

Bicker Elektronik provides for all its power supplies, purchased after the 01.10.2011, 3 years warranty according to the following conditions:

1. We repair free of charge any functional defects which are verifiably due to a manufacturing fault if we are informed about them immediately after they are established and within 3 years after delivery to the first customer.
2. The warranty does not extend to batteries and accumulators.
3. Together with a completely filled in fault description the defective device has to be sent back free of charge to Bicker Elektronik GmbH.
4. The warranty is done either through repair of defective parts or delivery of an equivalent replacement device. Replaced parts resp. devices become our property.
5. The warranty claim expires, if
 - a) the device has been mechanically and/or electrically modified.
 - b) there are indications of non-intended use, such as strong contamination, adhesions, corrosion, chemical influence and damage through external influence,
 - c) the warranty seal has been broken,
 - d) repairs or interventions were made to the device by persons who have not been authorized by us,
 - e) our device was provided with spare parts, additional parts or accessory parts which are not original parts and which therefore cause a defect.
6. The granting of warranty does neither cause an extension of the warranty nor does it start a new warranty period.
7. Besides these warranties, the unrestricted continuance of legal warranty claims applies.

VII. Reservation of Title

1. Until all accounts receivable – including all balances due on open account – to which Bicker Elektronik GmbH is entitled from the customer, have been paid, the goods shall remain the property of Bicker Elektronik GmbH.
2. If goods under reservation are being processed by the buyer to new movable goods, the treatment for Bicker Elektronik GmbH is done without her becoming obligated; the new goods become property of Bicker Elektronik GmbH. If the purchased goods are being treated with other objects not belonging to Bicker Elektronik GmbH then Bicker Elektronik GmbH acquires the co-ownership of the new goods in relationship to the objective value of her purchased goods with respect to the other treated objects at the time of treatment. In order to secure her claims against the buyer, the buyer also abandons such claims to Bicker Elektronik GmbH which he accrued through the connection of the conditional goods with a property against a third party; Bicker Elektronik GmbH accepts this assignment already now.
3. The customer shall be entitled to process and sell the goods under reservation in the ordinary course of business, provided he is not in default. Attachments or transfers of ownership by way of security are forbidden. The customer already now assigns in full to Bicker Elektronik GmbH as security all rights from resale or other legal reason (insurance, tort) deriving from the goods under reservation (including all balances due on open account). Bicker Elektronik GmbH accepts this assignment for rights. Bicker Elektronik GmbH gives the customer revocable authorisation to collect in his own name on Bicker Elektronik GmbH behalf the claim assigned to Bicker Elektronik GmbH. This authority to collect can only be revoked if the customer does not duly and properly meet his payment obligations. In the event of access by third party to the goods under reservation, the customer shall point out Bicker Elektronik GmbH ownership and shall inform them immediately. The value of the goods under reservation comes up to the value of Bicker Elektronik GmbH invoice plus the security of 10%, which is cancelled, if its against third parties right. If goods under reservation in co-ownership of Bicker Elektronik GmbH will be disposed, the assignment will be extended to the value, which conforms to the interested value of Bicker Elektronik GmbH's co-ownership.

VIII. Place of Performance, Legal Venue, Applicable law

1. The Law of the Federal Republic of Germany shall apply to this contract and to the whole privity of contract. The Agreement of United Nations for international trading (CISG) is excepted.
2. Unless otherwise stated in the order confirmation, the place of performance and exclusive legal venue for all disputes arising in connection with this contract shall be the place of business of Bicker Elektronik GmbH in 86609 Donauwörth.

IX. Concluding regulation

Should an individual provision of these General Terms and Conditions of Sale or a provision within the framework of other agreements made with the customer be or become void, the validity of all other provisions or agreements shall be affected in no way. The parties to the contract undertake to replace any such void contractual provisions by relative agreements coming as close as possible to the economic purpose and sense of the clause concerned.