

Terms of Sale and Delivery

1.0 General Terms

§ 1.1 Quotation/Order

Quotations are subject to change. Orders are only accepted if they have been confirmed by BAUR Antriebe und Regelungen in writing. Delivery is exclusively according to our conditions. Quotation basis is the conversation held at your location or a specification in writing. (technical illustration, quotation etc.)

§ 1.2 Price

All prices are ex works excluding freight and packaging. Each price is net plus any applicable taxes (sales tax, VAT, etc.). For export business the corresponding domestic export regulations apply and if necessary in addition these of the respective foreign countries. Charges for transnational money transactions with foreign countries are to be paid by the buyer. Since component prices can vary significantly because of foreign currencies (Dollar, Yen, .), we reserve the right to make minor price adjustments to the previously quoted price if the time span between quotation date and actual delivery date has exceeded at least three weeks. Price adjustments can also apply, if materials are difficult to get (device allocation) and the delivery dates can only be met through surcharges. The quotation is good for four weeks.

§ 1.3 Delivery and Packing

Delivery is to the risk and invoice of the consignee. The packing is charged as prime costs. Generally merchandise with a value totaling more than 1000.-- € is insured with the insurance cost on the buyers expense. A surcharge of 15.-- € is added to orders totaling less than 125.-- €. We exclusively deliver only on our terms.

§ 1.4 Cancellation of Orders

This requires our expressed consent. We reserve the right to charge the accrued costs for the order until the order cancellation. For returned goods in any case at least 15% of the goods order value is charged. For blanket orders the accrued material cost of the entire blanket order is charged (in case material arrangements have been made).

For custom-designed products (product developments for a dedicated customer only) the accrued costs after order intake are charged in full since the material can not be sold to third parties.

§ 1.5 Payment

If no other agreements exist, payments are Net 21 days after receipt of the invoice. We only grant cash discount when this is expressed explicitly in the invoice. Discounted amounts exceeding the negotiated cash discount are billed back. In general services are excluded from any cash discount. For business outside the EU only prepayment is accepted (see payment conditions in the quotation).

§ 1.6 Default (of Payment)

24 days after the delivery date a simple payment reminder is sent. The demanded amount has to be settled after 5 working days at the latest. (payment received in our account). Should the debtor not follow his payment obligations, immediately legal collection proceedings are started. A default interest of 3% on top of the prime rate by the Federal Bank of Germany is charged.

We are authorized to enjoin the debtor from reselling or using the conditionally sold goods and materials and to take these goods and materials into our control.

§ 1.7 Conditional Sales

All goods, materials and services remain our property until all obligations of the buyer are met and paid in full. This also applies if the goods and materials are already further processed and /or sold to third parties.

§ 1.8 Samples, Prototypes and Evaluation Equipment

According to the agreement we offer samples or evaluation equipment available for a particular time period. After expiration of this time period the materials should be returned without being asked for. Freight cost and possible damages are covered by the supplier. After unsubstantiated expiration of the evaluation time period requires to purchase the already delivered equipment, goods and materials.

§ 1.9 Claims and warrantee

We ensure that our products are according to the respective level of the technological development. Claims and complaints should be reported immediately, however no later than two weeks after the delivery of the product. If demanded by us a sample must be returned.

Generally the adopted legal warrantee period is valid. After expiration of the warrantee periods from the day of the delivery no more claims can be made. For the circumstance of a product failure the customer can enquire about a spare equipment. We don't carry out repairs on site. Customers with critical production processes (no acceptable downtime etc.) should keep enough spare part inventory at all times. We don't assume liability for any consequent damages.

For software (especially custom-designed) we don't guarantee "error free" running performance. The reason for this is that the controller is operated in environments in which not all elements (sensors, mechanics, power supply, ... reaction times, behavior, etc.) are sufficiently known.

On delivery of so-called OEM assemblies (open frame circuit boards that are integrated by the user into his equipment) we guarantee only the function of the circuit board itself. The user himself is fully responsible for proper application and handling. All measures necessary for this have to be taken by the user. This is valid particularly for the compliance with the corresponding norms like EMI (electro magnetic noise suppression, interference immunity, shielding), operator protection etc..

§ 1.10 Delivering Ability

We don't assume delivery liability if we are not able to deliver in time or not at all due to components hard to get or cancelled, a vendor problem or any other significant reason.

§ 1.11 Place of Delivery and Payment

Place of delivery and payment is 77933 Lahr. Place of jurisdiction is the district court Lahr. For the rest all common delivery terms for products and performances of the electrical industry (green sheets) are valid.