General Terms and Conditions of PVF Mesh & Screen Technology GmbH

1. Scope

1.1. We (PVF Mesh & Screen Technology GmbH, "PVF") offer, sell and supply goods exclusively in accordance with the following General Terms and Conditions ("GTC"), unless the parties have expressly agreed otherwise in writing.

1.2. The current version of the GTC is available online at https://pvfgmbh.de/en/general-terms-and-conditions/.

1.3. Our GTC apply exclusively. We do not recognise any terms and conditions of the customer that conflict with or deviate from our GTC, unless we have expressly agreed to their validity in writing. Our GTC shall also apply if we accept or provide services without reservation whilst being aware of terms and conditions that conflict with or deviate from our GTC.

2. Product information and advice

2.1. Product information contained in brochures, technical data sheets and other product information is non-binding and may vary due to technical developments. PVF shall be liable exclusively for expressly agreed specifications and product characteristics. The information provided does not constitute an agreement as to quality and does not imply any guarantee of suitability for a particular use or purpose, unless this has been expressly agreed in writing with the customer. Illustrations used are for illustrative purposes only and do not constitute a commitment to a specific design or configuration. Recommendations for use are based on our general experience and are made without reference to any specific case. PVF is obliged to supply a product that complies with the specifications expressly agreed with the customer.

2.2. We provide technical advice on applications to the best of our knowledge, based on our research and experience. Any information or advice regarding the suitability and application of the products does not relieve the customer of the obligation to independently verify the suitability of the goods for the intended processes and purposes and to carry out appropriate tests, particularly with regard to their use in complex technical applications.

2.3. The consultancy services described below are distinct from the product-related advice referred to in clause 2.2 and are provided as separate services. These include, in particular, process and optimisation consultancy as well as other project-related consultancy. These are provided in return for remuneration (e.g. on the basis of daily or hourly rates). PVF is obliged to provide the consultancy service as a service, but does not guarantee any specific economic, technical or product-specific outcome for these consultancy services. PVF accepts neither liability nor warranty for the actual outcome of the consultancy, unless a different agreement is expressly made in writing in individual cases. Responsibility for the implementation of the consultancy results and their suitability for the client's operational purposes lies exclusively with the client.

3. Offers

3.1. Price quotations, price lists, information in brochures and other offers are non-binding. They do not constitute a binding contractual offer in the legal sense, but an invitation to the customer to submit an offer to conclude a contract. Orders or quotations placed by the customer shall be deemed a binding contractual offer.

3.2. Any documents we enclose with an offer are, unless expressly stated otherwise in writing, non-binding in accordance with clause 2.1 and, in particular, do not contain any guarantees or agreements as to quality.

3.3. We reserve title, copyright and other industrial property rights for our quotations, drawings, calculations, models, samples and other documents. They may not be reproduced, made available to third parties or used for any purpose other than that provided for in the contract without our prior written consent, and must be returned to us immediately upon our request.

4. Conclusion of contract

4.1. A contract is only concluded when we accept the customer's offer to contract by means of a written order confirmation (e.g. by email) or when we carry out the delivery of the goods. A written agreement signed by both parties is equivalent to the conclusion of a contract.

4.2. The scope of the contractual obligations is set out in the written agreements or in our written order confirmation. Any deviating or additional agreements, verbal side agreements or undertakings made by our employees shall only be effective if they have been confirmed in writing by PVF.

5. Prices

5.1. The prices agreed in writing at the time the contract is concluded shall apply. Unless expressly agreed otherwise, the prices are ex works (EXW) and exclude the costs of dispatch, insurance and packaging.

5.2. Prices are exclusive of the statutory value-added tax applicable on the date of delivery. Other public levies, customs duties, and import fees or charges, and any associated costs are not included in the prices and shall be borne by the customer, unless expressly agreed otherwise.

5.3. If there is a period of more than 4 months between the conclusion of the contract and delivery, and if, following the conclusion of the contract, our procurement or manufacturing costs relevant to the performance of the contract (in particular for raw and semi-finished materials, energy, transport, customs duties, taxes, insurance, exchange rates or other externally determined price components) by a total of more than 10%, we shall be entitled to demand a reasonable adjustment to the agreed price that takes account of the changed cost structure. The price adjustment must be notified to the customer in writing and justified in a comprehensible manner.

5.4. If the price adjustment demanded in accordance with clause 5.3 results in an increase in the total price of more than 20% compared with the price originally agreed, the customer is entitled to terminate the contract in writing with regard to the quantities not yet delivered within 14 calendar days of receiving notification of the price adjustment, or to withdraw from the contract in respect of those quantities. If the customer does not exercise this right, the price adjustment shall be deemed to have been approved. Statutory claims remain unaffected.

5.5. We are entitled to invoice the customer separately for the costs of trial parts, samples and tools which are necessary for the manufacture of trial and series-production parts and which are identified in the quotation or order confirmation as subject to payment.

6. Delivery, delay, reservation regarding our own supply

6.1. Delivery dates and deadlines shall only apply insofar as they have been expressly agreed.

6.2. Where no fixed delivery date has been agreed, delivery shall take place in accordance with the estimated delivery time stated in the order confirmation, which shall normally commence no earlier than 3 weeks after the conclusion of the contract.

6.3. We are entitled to make partial deliveries, provided this is reasonable for the customer and no other agreement has been made.

6.4. An agreed delivery date shall be postponed or an agreed delivery period suspended if and for as long as we are prevented from fulfilling our obligation by circumstances beyond our control, such as the customer's failure to provide a necessary preliminary service, delivery failures on the part of our suppliers or force majeure (see clause 9).

6.5. If the customer is in default of acceptance, we shall be entitled to store the goods at the customer's expense and risk. The customer shall bear the reasonable and other additional costs incurred by us as a result. Our statutory rights arising from default of acceptance remain unaffected.

6.6. The customers' claims for damages arising from a delay in delivery are governed by clause 13.5.

6.7. PVF shall be released from its obligation to deliver if, despite having placed a proper and timely order (congruent covering transaction), PVF is not supplied by its supplier or is not supplied in good time, and PVF is not responsible for the failure to supply. PVF shall inform the customer immediately of the unavailability and shall refund any consideration already paid without delay.

6.8. PVF's obligation to make every reasonable effort to procure the goods from alternative sources remains unaffected. The customer's right to withdraw from the contract in the event of persistent non-delivery, as well as any further statutory claims where PVF is at fault, remain unaffected.

7. Retention of Title

7.1. The goods delivered by us ("goods subject to retention of title") remain our property until the underlying purchase price claim has been settled in full. Where there are ongoing business relationships with the customer, we reserve title until all existing, undisputed and due payment claims arising from the ongoing business relationship have been settled (extended retention of title), insofar as this is permitted by law.

7.2. Where the goods subject to retention of title are processed or transformed by the customer, PVF shall be deemed the manufacturer within the meaning of Section 950 of the German Civil Code, without this giving rise to any obligations on our part. If the goods subject to retention of title are combined, mixed or processed with other items not owned by us, we shall acquire co-ownership of the new item in the proportion of the invoice value of the goods subject to retention of title to the other processed items at the time of processing, combination or mixing. The new item thus created shall be deemed to be goods subject to retention of title within the meaning of these provisions.

7.3. The customer is permitted to resell the goods subject to retention of title in the ordinary course of business, provided that they are not in default of payment. In the event of the resale of the goods subject to retention of title, the customer hereby assigns to us, by way of security, the claims against their customers arising from the aforementioned transactions, until all our claims have been satisfied. We accept this assignment.

7.4. In the event of third-party claims against the goods subject to retention of title, the customer must draw attention to our ownership and the existing rights and notify us immediately. The customer must immediately provide us with all documents and information necessary for legal action. The customer shall reimburse us for any costs incurred in asserting our rights, insofar as the third party is unable to do so.

7.5. The pledging, transfer by way of security or any other unauthorised disposal of the goods subject to retention of title which is likely to prejudice our rights is prohibited.

7.6. If the customer defaults on payment or culpably breaches material obligations under this retention-of-title agreement, we shall be entitled, following the setting of a deadline and a reminder which have proved unsuccessful, to withdraw from the contract and demand the return of the goods subject to retention of title. The right to assert further claims for damages remains unaffected.

7.7. If the value of the security exceeds our claims against the customer by more than 20%, we shall, at the customer's request and at our discretion, release security to which we are entitled to the corresponding extent.

8. Terms of payment

8.1. Unless otherwise agreed in writing, our invoices are due for payment in full within 30 days of receipt of the invoice.

8.2. Payment shall be deemed to have been made on time if the invoice amount is credited to our account no later than the 30th day after receipt of the invoice and PVF is able to dispose of the amount.

8.3. Incoming payments shall be applied to the oldest outstanding invoice, unless the customer provides specific instructions to the contrary.

8.4. Should we exercise our right to make partial deliveries, the customer is obliged to pay for the delivered portion of the goods in accordance with the above terms of payment.

8.5. The customer may only set off claims that have been legally established, are undisputed by us or have been acknowledged by us. The customer's right of retention is excluded, unless the customer's counterclaim arises from the same contractual relationship and is undisputed or has been legally established.

8.6. If the customer is in default of payment of due and undisputed claims or claims that have been legally established, we are entitled to withhold fulfilment of our own contractual obligations until the outstanding payments have been made in full.

8.7. If the customer is culpably in default with the settlement of claims that are due and undisputed or have been established by a final and binding court judgement, we are entitled to demand immediate payment of all outstanding claims affected thereby. With regard to goods still to be delivered or services still to be provided, we are entitled to make the provision of such goods or services conditional upon advance payment or the provision of appropriate security.

9. Force majeure and hardship

9.1. Force majeure shall be deemed to exist if an event for which neither party is responsible, occurring after the conclusion of the contract and unforeseeable by the parties, renders the fulfilment of the contractual obligations wholly or partially impossible or significantly more difficult. These include, in particular, natural disasters, war, acts of terrorism, civil unrest, pandemics, strikes and lawful lockouts extending beyond the scope of a single company, official or sovereign measures, embargoes, significant disruptions to transport routes, operational disruptions through no fault of the parties, and other events leading to a temporary or permanent impediment to performance.

9.2. If, as a result of force majeure within the meaning of clause 9.1, a party is wholly or partially prevented from fulfilling its contractual obligations, it shall be released from its obligations for the duration and to the extent of the disruption to performance caused by force majeure. The affected party must inform the other party without delay of the occurrence, the expected duration and the effects of the force majeure and must take all reasonable measures to minimise the effects.

9.3. If the impediment to performance due to force majeure lasts for more than 3 months, or if it is foreseeable that it will last for more than 3 months, both parties shall be entitled to terminate the contract in writing on grounds of good cause with regard to the part affected by the disruption, or to withdraw from that part. In this case, any services already rendered must be returned.

9.4. Where there is no force majeure within the meaning of clause 9.1, but circumstances arising after the conclusion of the contract for which neither party is responsible – in particular significant, unforeseeable and demonstrable increases in procurement, material, energy, transport or other costs essential to the provision of services, significant exchange rate fluctuations or comparable market developments, result in the contractual balance being disrupted to such an extent that the affected party can no longer reasonably be expected to adhere to the contract as it stands ("hardship"), both parties may demand that the contract be adjusted to reflect the changed circumstances.

9.5. In the event of hardship as defined in clause 9.4, the parties are obliged to enter into negotiations within a reasonable period and in good faith with a view to reaching a mutually agreed adjustment to the contract, in order to restore the original contractual balance as far as possible.

9.6. If no agreement is reached within 30 days of receipt of the request for adjustment, either party shall be entitled to terminate the contract extraordinarily for good cause with regard to the part affected by the disruption, or to withdraw from that part. Statutory rights, in particular those under Section 313 of the German Civil Code, remain unaffected.

10. Transfer of risk, packaging

10.1. The risk in respect of the goods to be delivered shall pass to the customer upon their loading onto the means of transport.

10.2. PVF delivers the goods in packaging that complies with the applicable statutory requirements.

10.3. The Customer shall take over the goods delivered by PVF including the transport and product packaging. The Customer undertakes to recycle or dispose of the packaging after use at its own expense in a proper manner and in accordance with the applicable statutory requirements. PVF does not take back the packaging.

10.4. Insofar as PVF is nevertheless required by law to take back the packaging in an individual case, the Customer shall return the packaging at its own expense to a location designated by PVF; the disposal costs thereby incurred by the Customer shall be borne by the Customer.

11. Duty to Investigate and Report

11.1. The customer must inspect the delivered goods immediately upon delivery for completeness, obvious transport damage and any discernible material defects.

11.2. The customer must notify us in writing of any obvious defects, shortfalls or incorrect deliveries, as well as the absence of expressly agreed characteristics, no later than 10 calendar days after delivery. The date on which we receive the notification shall determine whether the deadline has been met.

11.3. Defects which are not apparent during the inspection referred to in clause 11.1 (hidden defects) must be reported to us in writing by the customer within 10 calendar days of discovery at the latest.

11.4. If notice is not given in good time in accordance with clause 11.2 or 11.3, the defects in question shall be deemed to have been accepted. The statutory provisions, in particular Section 377 of the German Commercial Code, remain unaffected.

11.5. Before our goods are processed as part of a production run, a sufficient number of items must be checked to ensure they are free from defects and suitable for further processing. Any defects must be reported to us in writing within 10 calendar days of discovery, providing a detailed description and quoting our order number.

12. Warranty

12.1. The customer's rights in the event of material defects and defects of title shall be governed by the statutory provisions, unless otherwise provided for or supplemented in these GTC.

12.2. Minor deviations or alterations from catalogues, samples or previously delivered goods which are immaterial to the contractually intended use shall not be regarded as material defects.

12.3. With the exception of claims for damages arising from defects, the warranty period is 12 months, commencing on delivery of the goods. This does not apply where we are liable for wilful misconduct or fraud, or where we have given a guarantee as to the quality of the goods. This does not affect the statutory limitation periods for goods which, in accordance with their normal intended use, have been used in a building and have caused its defectiveness.

12.4. Warranty claims arising from defects are subject to the customer having fulfilled their duty to inspect and give notice of defects in accordance with clause 11. Warranty claims for defects that have not been reported, or have not been reported in good time, are excluded to the extent permitted by law.

12.5. Our warranty applies only to defects that arise under the operating conditions specified in the contract and during proper use. We accept no liability for improper installation, cleaning or handling, or for the use of unsuitable cleaning agents or operating materials by the customer or third parties, nor for normal wear and tear. The same applies if improper modifications, repair work or other interventions are carried out by the customer or third parties.

12.6. For defects in the delivery or our services, including the absence of expressly agreed characteristics, we provide a warranty as follows, without prejudice to any claims under the liability provisions in clause 13 and the statutory provisions:

12.7.1. Parts which, within 12 months of delivery, prove to be unusable or to be significantly impaired in their usability as a result of a defect existing at the time of the passing of risk shall, at our reasonable discretion, either be repaired free of charge or replaced by us. In order for us to carry out the necessary repairs or replacement deliveries, the customer must grant us a reasonable period of time, of at least 2 weeks, and provide us with the opportunity to carry out the repair or replacement delivery.

12.7.2. Repairs and rectifications shall be carried out, at our discretion, either at the customer's premises or at our factory. Any transport or postage costs incurred shall be borne by PVF. The customer is, however, obliged to choose the most cost-effective and reasonable method of dispatch.

12.7.3. The customer may request that the defect be rectified on site if, having weighed up the legitimate interests of both parties, the customer's interest in having the defect rectified on site prevails and the customer bears any additional costs incurred as a result of rectifying the defect on site rather than at our works. If rectification on site, as opposed to rectification at our works, results in a significant reduction in the damage incurred, we shall contribute to the additional costs incurred to a reasonable extent.

13. Liability

13.1. PVF shall be liable without limitation for damages in cases of wilful misconduct and gross negligence. In the event of any other negligent breach of a principal obligation or an ancillary obligation, the breach of which jeopardises the achievement of the purpose of the contract or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer was entitled to rely ("material ancillary obligation"), PVF's liability shall be limited to damages typical of the contract and foreseeable at the time of conclusion of the contract.

13.2. PVF shall not be liable for breaches of contractual ancillary obligations committed through slight negligence, provided such obligations are not material ancillary obligations.

13.3. The above exclusions and limitations of liability shall not apply in the event of fraudulent concealment of defects or where a guarantee of quality or durability has been given, to liability for claims by the customer under the German Product Liability Act , or in the event of bodily injury, damage to health or the loss of life of the customer. This does not entail any shift in the burden of proof to the detriment of the customer.

13.4. Insofar as PVF's liability is excluded or limited, this shall also apply to the personal liability of PVF's legal representatives (officers), employees, staff, workers and vicarious agents.

13.5. Claims for damages arising from a breach of the delivery deadline are limited to 0.5% of the value of the delayed delivery or the delayed part of the delivery for each week of delay, up to a maximum of 5%, provided that the breach of the deadline is not due to gross negligence or wilful misconduct.

13.6. With the exception of claims arising from tort, the customer's claims for damages for which PVF's liability is limited under this clause 13 shall become time-barred 12 months from the start of the statutory limitation period.

14. Right of withdrawal

If, following order confirmation or the conclusion of the contract, it becomes apparent that our entitlement to consideration is jeopardised by a material deterioration in the customer's financial circumstances (Section 321 of the German Civil Code), we shall be entitled to refuse to perform our obligations and, at our discretion, to demand advance payment or security to be provided concurrently with our performance. If the customer fails to make the advance payment or provide security within a reasonable period set by us, we are entitled to withdraw from the contract. Any further statutory rights, in particular those arising from Section 321(2) of the German Civil Code, remain unaffected.

15. Governing Law

15.1. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

16. Jurisdiction

16.1. For all disputes arising from the contractual relationship, provided that the customer is a trader within the meaning of the German Commercial Code, a legal person governed by public law or a special fund under public law, the exclusive place of jurisdiction shall be the registered office of PVF.

16.2. We are also entitled to bring legal proceedings against the customer at their place of business.