



1. General

These general conditions are the basis of our quotations and the entering into work contracts. They are acknowledged by placing an order, acceptance of delivery and services rendered respectively by signing the work contract. Deviating purchasing requirements by the purchaser become binding only with explicit written acknowledgement.

Deviations, additions and supplementary agreements to this contract must be agreed on in writing.

A contract with us is to come about when we mail an order confirmation with reference to and disclosure of our conditions, or if a written work contract with inclusion of these conditions is made.

Our conditions, the bases of the contract that are listed in the order confirmation or the work contract, are exclusively the contents of this contract.

Reiter is obligated not to pass on confidential information and data from the purchaser to third parties without the consent of the purchaser.

2. Passing of Risk

The risk shall pass to the purchaser when the item of delivery has left works. This also is applicable for partial deliveries or if Reiter renders other services for example paying shipping costs or delivery and assembly. As far as an acceptance has to take place it is authoritative for the passing of risk. The acceptance has to take place immediately on the acceptance date respectively after notification by Reiter that the acceptance can take place. The purchaser must not refuse the acceptance in case of a minor deficiency.

If delivery respectively the acceptance is delayed or does not take place by reasons that Reiter cannot be held responsible for, the risk is passed to the purchaser on the day of notification of readiness of delivery or acceptance. Reiter is obligated to take out insurances required by the purchaser at the cost of the purchaser.

Partial deliveries are permissible as far as they are tolerable for the purchaser.

3. Price Reservation

Our offers and the prices contained therein are without engagement. All prices are calculated in EUR if not otherwise explicitly agreed on in writing. Sales tax is added to the prices in the respective lawful amount.

If no trade term is specifically agreed on in the order confirmation all prices are ex works, including loading at works, but without packing and unloading according to INCOTERMS 2010.

Inflation Reservation

Current wages and material costs are the basis for our prices. Should they change between the time of the date of the offer and the day of delivery we reserve the right to adjust the prices according to the changes. A down payment is regarded as a fixed price.

Modification Reservation

Changes by the customer in the scope of delivery and services give us the right to adjust the agreed on prices if these changes are acceptable.

This also includes the adaptation for paint materials that had not specifically been agreed on before. For example: water based paint/solvent, changes in viscosity, solid body content etc.

Import Reservation

All additional costs for import such as customs, import tax, custom agent fees, harbor fees etc. will be billed on proof. If applicable: Value-added tax will be itemized and is due as soon as the invoice has been received.

4. Lien

The objects of delivery remain the property of Reiter up to the receipt of all payments from the sales contract.

Reiter is entitled to insure the object of delivery at the cost of the purchaser against theft, breakage, fire, water and other damages unless the purchaser can verify that he took out the insurance.

The purchaser must not sell, pawn or use the object of delivery as collateral. In case of seizure, confiscation or other injunctions by third parties, the purchaser has to inform Reiter immediately.

In case of behavior of the purchaser contrary to terms of the contract especially in case of default of payment, Reiter is entitled to take the object of delivery back, after sending an overdue notice and the purchaser is obligated for restitution.

The restitution respectively the enforcing of the lien does not require or mean our withdrawal from the contract unless we have expressly declared such.

An application for insolvency by the purchaser entitles Reiter to withdraw from the contract and to demand the immediate return of the object of delivery.

5. Payment

The purchaser renders all payments without any deductions, free of charge to an account named by Reiter.

The payment plan agreed on in the order confirmation is valid.

Default of Payment

In case of default of payment Reiter is entitled, without sending an overdue notice, to charge the purchaser interest for late payment in the amount of 6 percent over the base interest rate of the European Central Bank.

The customer is entitled to withhold payments only insofar as his counterclaims are undisputed or have been legally established.

The right of the purchaser to set off against counterclaims from other legal relationships is only valid to the extent that they are undisputed or have been legally established.

6. Delays in Delivery

The time of delivery results from the agreements of the contracting parties. The prerequisite for the adherence by Reiter is the clarification of all administrative and technical questions between the contracting parties and that the purchaser has fulfilled all of his obligations such as presentation of the required certificates and permissions of the authorities or the payment of a deposit. If this is not the case the delivery time prolongs itself appropriately. This is void if Reiter is accountable for the delay.

The adherence of the term of delivery is under the provision of correct and punctual self-delivery. Reiter will inform about foreseeable delays as soon as possible.

The delivery date is met if up to its expiry the object of delivery has left the premises of Reiter or if readiness for dispatch has been reported. As far as an acceptance has to take place – except in the case of justifiable refusal of acceptance – the date of acceptance is authoritative or the report of readiness for acceptance.

If the dispatch respectively the acceptance of the object of delivery is delayed for reasons that the purchaser is accountable for, accruing costs stemming from the delay will be billed to the purchaser beginning one month after report of readiness for dispatch respectively the readiness for acceptance.

If the non-compliance of the delivery time is the result of an act of God, labor dispute or other events that Reiter cannot influence, the delivery time prolongs itself accordingly. Reiter will inform the purchaser of the begin and the end of such circumstances as soon as possible.

The purchaser can withdraw from the contract without giving notice if it is impossible for Reiter to fulfill the contract before the passing of the risk. The purchaser can also withdraw from the contract when it is impossible for Reiter to fulfill part of the contract and the purchaser has a reasonable interest to refuse a partial delivery. If this is not the case the purchaser has to make payment for the partial delivery. The same applies in the case of incapability of Reiter. See also chapter "Liability".

In case of impossibility or incapability during the delay of acceptance or if the purchaser is solely or mostly accountable for these circumstances, he remains obligated for return service.

7. Contractual Penalty

If Reiter is in default and the purchaser accrues damages from this, he is entitled to charge flat rate compensation. The compensation amounts for each whole week 0,5%, but at the most 5% of the value of the part of the delivery that cannot be used in time because of the delay or according to the contract because of the delay.

The application of §341, section 3, BGB is excluded.

If the purchaser sets an appropriate time limit after the due date for the fulfillment of the contract – under consideration of the legal exceptions – and the time limit is not met, the purchaser is entitled to withdraw within the framework of the legal regulations.

Further claims from delay in delivery exclusively determine themselves after section "Liability" of these conditions.

8. Deficiency Claims

Insignificant deficiencies or rest work which do not impair the production of the installation do not entitle the buyer to refuse acceptance.

For the elimination of these deficiencies and the execution of the rest work fixed dates have to be scheduled in the acceptance report.

For material deficiencies and legal deficiencies of the delivery Reiter grants liability without possibility for further claims – with reservation section „Liability“ – as follows:

Material Deficiencies

All parts that are proof to be defective because of circumstances that occurred before the passing of the risk are either replaced faultlessly or repaired free of charge by Reiter. The detection of such deficiencies has to be reported in writing to Reiter within 5 days. If the contract partner acts contrary to his duty to report the deficiencies within 5 days he has no claims for compensation or replacement. He loses his right to withdraw or to reduce the price. Replaced parts become property of Reiter.

Upon consultation with Reiter the purchaser has to give the required time and opportunity to carry out the necessary replacement deliveries and rework that seem necessary to Reiter; otherwise Reiter is not liable for the resulting consequences. Except in urgent cases of endangerment of the plant safety respectively to avoid disproportional large damage, whereat Reiter has to be informed immediately, the purchaser has the right to remedy the deficiencies himself or let a third party do so, and to demand the resulting expenditures from Reiter.



From the directly resulting costs of the replacement or rework Reiter will carry – as far as the complaint is justified – the cost for the replacement part including shipping.

Reiter will also carry the costs for the demounting and mounting as well as the possible required using of technicians and helpers, including traveling expenses, as far as this does not mean a disproportional encumbrance for Reiter.

The purchaser has, within the framework of legal rights, a right to withdraw from the contract if Reiter – under consideration of legal exceptions – lets a set appropriate time limit for rework or replacement delivery in case of a material deficiency, elapse without action. If the deficiency is only minor the purchaser has only the right for a reduction of the contract price. The right for a reduction of the contract price is otherwise excluded.

Further claims are specified in section "Liability" of these conditions.

9. Acceptance

After delivery and/or assembly – if there is no substantial deficiency - the purchaser is obligated after reporting of acceptance readiness to accept the installation immediately together with Reiter and to sign the Reiter acceptance report.

If the acceptance is delayed for reasons that Reiter is not accountable for, the acceptance will pass for have taken place, if one week after the acceptance readiness has passed.

If the purchaser has commissioned the installation the acceptance will pass for have taken place after three working days, if it had not taken place before.

10. Warranty

We offer warranty for the installation for a period of 12 months in double-shift operation according to VDMA regulations – as long as the installation is operated appropriate according to our maintenance and operating regulations

Wear parts and parts that have immediate contact with the medium are not covered by the warranty.

We do not offer warranty especially in the following cases:
Improper or inappropriate use, incorrect assembly respectively commissioning by the purchaser or third parties, natural wear, incorrect or careless treatment, improper maintenance, unsuitable operating resources, inadequate subsoil, chemical, electrical or electrochemical influences – as long as Reiter is not responsible for them.

If personal which is not an employee of Reiter or of a company hired by Reiter makes changes or repairs, the warranty claims and liability claims for the delivered installation or installation components will lapse. This is also the case if maintenance work was done with spare parts that were not delivered by Reiter even if the similarity of the parts is given.

11. Liability

If the object of delivery cannot be used by the purchaser according to contract because of fault of Reiter stemming from faulty or deficient workmanship, suggestions or consultations that were made before or after completion of the contract or because of violation of other contractual duties – particularly instruction for operation and maintenance of the object of delivery - the regulations with exclusion of further claims in the section „Deficiency Claims“ and „Liability“ are valid.

For damages that did not occur on the object of delivery Reiter is only liable - whatever the legal reason might be -:

- For intention
- For gross negligence of the owner or senior staff
- For deficiencies that were withheld guilefully or deficiencies that were guaranteed would not be there
- For deficiencies of the object of delivery, as far as according to product liability law, liability for material damage or personal injury is granted for privately used objects.

Reiter is also liable for culpable violation of the duties of the contract, gross negligence and negligence of employees. In the case of negligence it is limited to contract typical, common sense foreseeable damage.

Reiter is not liable:

- For expenditures respectively costs that accrue if the stated number/year is not met
- For single pieces that were processed in the installation but did not turn out o.k. and have to be recalled respectively reworked
- For indirect, consequential loss or loss for example – but not limited to – loss of revenue, loss of utilization, loss of energy, capital costs or cost that stem from an interruption of operation.

The liability of Reiter is in any case limited to a lump sum of € 3.000.000,-.

Further claims are void.

12. Limitation

All claims of the purchaser – regardless of the legal reasons – come under the statute of limitation 12 months after the day of acceptance at the latest however, 18 months after delivery. For compensation claims according to section „Liability“ the legal time limits are valid. They are also valid for deficiencies of a construction or for objects of delivery, which have been used for a construction according to their usual utilization and have caused its deficiency.

13. Copyright

Reiter reserves the copyright and ownership for all technical documentation of the project as well as the offer, samples, drawings, estimates, information in written and electronic form. They must not be made available to third parties.

The documentation given to the purchaser by Reiter pertain the know-how of Reiter and serve for maintenance of the installation. They must not be used for other purposes or be given to third parties without the explicit approval of Reiter.

14. Software Application

As far as there is software contained in the scope of delivery the purchaser has the right to use this software including its documentation. It is only to be used for the designated object of delivery. It is not allowed to use the software on more than one system.

The purchaser may copy, revise, translate or transform the object code of the software only within the legal scope (§§ 69 a ff. UrhG). The purchaser is obligated not to remove or change manufacturers information – especially copy right notes – without prior approval of Reiter.

If the purchaser does not follow these regulations we have the right to ask for an appropriate compensation for utilization that is contrary to the contract.

All other rights regarding the software and its documentation including copies remain with Reiter respectively with the software supplier. It is not permitted to issue sublicenses.

15. Shipping/Packing

The purchaser has to check the object of the contract according to §377 Abs. 1 HGB for transport damages immediately at delivery, at the latest within 5 working days. Transport damages have to be reported to us in writing at the latest within 5 working days after delivery whereat it is decisive when we receive the report of damage. Delayed reports of transport damages cannot be taken into consideration; they do not entitle the buyer for compensation and/or withdrawal, reduction of price or to the right to withhold.

When dispatched by railway or carrier the railway or carrier has to be informed immediately in case of damage and an assessment has to be created together.

Compensation claims have to be directly addressed to the carrier.

We do not take back used packing material.

16. Applicable Right, Court of Jurisdiction

For all legal relations between Reiter and the purchaser the governing right of the Federal Republic of Germany for legal relation of national parties among each other is valid.

Court of jurisdiction is the court, which is authorized for the seat of Reiter. Reiter is entitled however, to file a lawsuit at the court of the purchaser.

Valid from: 01/2011