



## **General Terms and Conditions of Sale**

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## **General Terms and Conditions of Sale of R. Schramm GmbH (as of January 31, 2025)**

### **I. Scope**

1. All deliveries and services of R. Schramm GmbH (hereinafter RS) to entrepreneurs (hereinafter Client) are subject to our terms and conditions below.
2. An entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) is a legal or natural person or a person with legal capacity  
A partnership which, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity.
3. The terms and conditions of sale also apply to all future transactions with the client, provided that they are legal transactions of a similar nature.
4. At the latest upon acceptance of the goods or other services, these terms and conditions shall be deemed to have been accepted without reservation by the customer – even in the event of a prior objection by the customer.

### **II. General**

1. The following conditions apply to all our offers and all contracts concluded with us, including consultations and other contractual services, unless otherwise agreed in writing. The client's general terms and conditions are not valid and are hereby expressly rejected.
2. Our offers are subject to change. In the absence of a special agreement, a contract is concluded with the written order confirmation from RS.
3. Our order confirmations or confirmation letters are decisive for the content of the contract.  
Oral and telephone statements made by our representatives and employees and ancillary agreements are only valid if they are confirmed in writing.
4. In case of deviations between the order confirmation and the offer or order, the  
The written order confirmation from RS shall be decisive unless it is objected to within 10 days of the order confirmation being sent.
5. Illustrations, drawings, weight specifications, descriptions in offers, price lists and other  
General printed materials are created or determined as best as possible, but are only approximate unless they are expressly designated as binding. We reserve ownership and copyright to cost estimates, drawings and other documents. They may not be made available to third parties, especially competitors. Drawings and other documents must be returned to us on request.
6. We reserve the right to accept an order in any case, despite a previous offer.

### **III. Deliveries, delivery periods**

1. The delivery period begins on the day of the order confirmation, but not before complete clarification of all  
Details of the order and not before any required official permits and other documents to be obtained by the client have been provided. In this case, the delivery period begins on the day of receipt of these documents.  
Without timely clarification and approval of the plans and without compliance with the agreed payment conditions on the part of the client, we are not bound to the contractual delivery period.
2. Correct and timely self-supply remains reserved.
3. If we are prevented from performing our obligations due to force majeure, strike, lockout or unforeseen events,  
If we are prevented from fulfilling our delivery obligation by events that could not be avoided without taking reasonable precautions, whether they occurred in our company or at a supplier, such as operational disruptions, official interventions, energy or raw material shortages, the delivery period shall be extended accordingly. If such events subsequently make delivery impossible or unreasonable for us, we are entitled to withdraw from the contract in whole or in part. Withdrawal by the customer is excluded in these cases.
4. Partial deliveries will be made by us at the customer's request with or without proportional shipping costs.  
carried out.
5. In the event of a delay in delivery, the customer must in any case grant us a reasonable grace period.
6. If delivery is delayed due to our fault and the customer suffers damages as a result of the delay, he can demand compensation for the delay in the amount of the damage he can prove and which was foreseeable at the time the contract was concluded, and a maximum of 0.5% of the agreed order amount for each calendar week or part thereof by which the respective deadline is exceeded. The contractual penalty is limited to a maximum of 5% of the order amount.

7. If the shipment is delayed at the request of the customer or through his fault, the customer will be charged for the costs incurred by storage, starting 10 days after notification of readiness for shipment. In this case, the risk of accidental loss or accidental deterioration passes to the customer after notification of readiness for delivery.

#### **IV. Fulfillment**

1. Delivery shall be deemed to have been completed when the delivery items are completed and ready for dispatch, the execution complies with the contractual provisions and the readiness for dispatch has been notified to the customer.
2. We can only take into account changes to the design/production of the delivery items requested by the customer after the order has been confirmed if the change does not result in additional costs for us. We will always invoice any changes made after the order has been fulfilled at the customer's request.

#### **V. Prices, payment terms**

1. Our prices are quoted ex delivery point plus the applicable statutory VAT. For all orders, shipping costs such as postage, packaging and loading at the factory will be charged separately to the customer.
2. Prices are quoted in Euro. If another currency has been agreed, all prices  
Any changes in the exchange rate of the foreign currency to the euro occurring after the date of order confirmation shall be to the detriment of RS the Client.
3. All payments are to be made free to our payment office without deductions, unless special arrangements have been made:

30% of the order value upon order confirmation

30% of the order value upon delivery or start of assembly or notification of readiness for dispatch

30% upon commissioning

10% upon acceptance by the client, but no later than 30 days after commissioning

- payable after due date and receipt of invoice 30 days net

Any agreements deviating from these are considered special conditions and must always be agreed in writing.

4. Set-off against us is only possible with claims recognised by us or legally established  
Claims are permissible. Rights of retention are excluded unless they are based on the same contractual relationship. If a right of retention exists, payments by the client may only be withheld until the counterclaims have been settled to the extent that is in reasonable proportion to the counterclaims.
5. If the payment deadline is exceeded, we will charge the customer without formal notice of default.  
needs, interest at a rate of 1% above the base rate per month.  
If the customer defaults on payment or if circumstances become known after the conclusion of the contract that call his creditworthiness into question, we are entitled to demand immediate payment of all outstanding claims, including those for which bills of exchange were issued, and to carry out outstanding deliveries only against advance payment or sufficient security, with the payment deadline being cancelled. Any further claims to which we are entitled remain unaffected by this.

#### **VI. Retention of title**

1. RS reserves title to the delivery item until all of RS's claims against the client or its group companies arising from the business relationship, including future claims arising from contracts concluded at the same time or later, have been settled.
2. If RS provides the Client with the means to pay the purchase price by providing the Client  
If a bill of exchange issued by RS and accepted by the customer is endorsed for discounting (bill of exchange-cheque procedure), ownership of the goods shall only pass to the customer when the bill of exchange has been redeemed by the customer and we are thus released from liability for the bill of exchange.
3. The Client shall carry out any processing or working on behalf of RS without RS incurring any obligations  
If the customer processes reserved goods with other goods, RS is entitled to co-ownership of the new products in proportion to the value of the processed reserved goods to the other goods at the time of processing or treatment. The customer hereby transfers to RS any co-ownership shares arising from the combination, mixing or blending of the delivered goods with other items. The customer will hold the products as a custodian for RS with commercial care.

4. The client shall, upon request, inform RS at any time about the inventory and condition of the items in his possession. Information.
5. The customer may not use the delivered goods and the products resulting from their processing, combination,  
The customer may only sell the products resulting from the mixing or blending in the normal course of business subject to retention of title. The customer hereby assigns to RS any claims to which the customer is entitled from the resale, further processing or any other legal basis relating to the reserved goods to the amount of the value of the resold goods or the sales proceeds if this does not reach the value of the goods. At RS's request, the customer is  
  
is obliged to inform its customers of the assignment and to provide RS with the information and documents required to assert its rights. As long as the customer meets its obligations, it is authorized to collect the assigned claims. If it is in default, it must immediately transfer the amounts received for the assigned claims to RS. RS's other claims arising from the customer's default are not affected by this. If the value of the securities exceeds RS's claim by more than 25%, the customer is entitled to demand the release of the securities to that extent.
6. Transfers of ownership and pledging of the reserved goods and other dispositions that endanger RS's rights are not permitted. The client must immediately notify RS of any actual or legal access by third parties to the reserved goods or the assigned claims, as well as any loss or damage to the reserved goods, and hand over the documents necessary for the intervention. The client shall bear the costs of the intervention.
7. The customer is obliged to insure the goods delivered and the products manufactured from them against accidental deterioration or accidental loss, including the risk of fire and theft, and to provide RS with evidence of the conclusion of the insurance upon request.
8. The authorization to process, transform or combine the delivered goods with other  
The right to combine the goods with movable items, as well as the right to resell the reserved goods and to collect the assigned claims, can be revoked by RS in the event of breach of contract by the customer, a significant deterioration in the customer's assets or insolvency or as soon as the customer is in default with the payment of claims arising from the business relationship.

## **VII. Montage**

1. If we are responsible for the assembly, our special terms and conditions apply. assembly conditions.
2. If we have undertaken the assembly, even in the case of a flat-rate invoice, earthwork, masonry and carpentry work as well as the tools, lifting equipment, scaffolding, materials, electricity and water required for this are not included in our deliveries.

## **VIII. Shipping, Transfer of Risk**

1. Shipping will be carried out at our best discretion. At the customer's request, we will insure the shipment against breakage, transport damage and fire damage at the customer's expense, unless otherwise agreed in writing.
2. The risk passes to the customer as soon as the delivery has left our warehouse or the other designated shipping location, even if freight-free delivery has been agreed. If the shipment of the goods is delayed by the customer or his agent, the risk of loss or deterioration of the goods passes to the customer on the day the goods are ready for shipment.
3. With the commencement of use of our scope of delivery and services, risk and danger shall pass to the client.

## **IX. Quality, test methods**

1. The steel construction is carried out according to DIN EN 1090.
2. The test methods we normally use apply to examinations of the delivery item, whereby European industrial standards (DIN/EN) are generally used as a basis. The quality assurance of our material takes place in the form of the quality controls we constantly carry out at our headquarters.
3. We will only issue certificates of material testing of any kind if agreed in writing based on the quality controls carried out at our headquarters.

4. A quality control carried out does not replace the client's obligation to inspect and give notice of defects.  
The client is responsible for observing legal, official or other rules and regulations when using our deliveries, services, etc.
5. It is the responsibility of the customer to use our deliveries, services, etc. properly,  
to store them properly and to protect them from incompatible influences. The typical wear and tear of the contract excludes a breach of duty on our part.
6. In the case of exports by the customer to other countries, including processing by the customer, we are not liable for the exportability of our deliveries, services, etc., nor for the freedom from authorization and import into the export countries, unless we have given such assurances in writing.
7. For components not supplied by RS with the agreed scope of delivery, no declaration of conformity is required. included. We create a declaration of incorporation for each newly delivered component.  
When it comes to modifications, we generally do not assume that there will be any significant changes to the machine/system. Therefore, no new safety-related considerations and delivery (no design according to new EN standards) are planned, unless specifically stated in the offer text.  
If included in the scope of the order, the design and implementation of the safety-related control and the required performance level (PLr) will be checked and documented using the software assistant "SISTEMA" published by the BGIA in accordance with DIN EN ISO 13849-1 if a new assessment is required. The analysis and determination according to risk graphs with assessment schemes will be carried out beforehand together with the client. Any existing documentation and risk assessment will be made available by the client - if included in the scope of the order - in data format (\*.word, \*.excel).

## **X. Liability for Defects**

1. We shall be liable for defects in the delivery, including the lack of guaranteed properties, unless the customer has initiated modifications and repair work on the delivery item on his own initiative, to the exclusion of further claims as follows:
2. The warranty period is 24 months from final acceptance without limitation of the operating period.
3. The warranty only applies to new components supplied by RS. No warranty is provided for old components such as LAM, drives, controls, sensors, cables, wiring, etc.  
Any general product liability is excluded.
4. Furthermore, a warranty of 5 years applies to steel construction.
5. All parts that become unusable within 6 months of the transfer of risk due to faulty design, poor material or poor workmanship, or whose usability has been significantly impaired as a result of a circumstance prior to the transfer of risk, must be repaired or replaced free of charge at our discretion. We must be notified immediately in writing of any such defects. We are not liable for any subsequent costs, e.g. assembly costs for installing and removing such parts, downtime costs, etc. If the shipment of the delivery item is delayed through no fault of our own, liability for defects expires no later than 12 months after receipt of the notification that the delivery item is ready for shipment. Replaced parts become our property. We are not liable for any defects other than those listed here.
6. Our liability for any defects shall expire if the client fails to comply with his  
fails to fulfil contractual obligations, in particular if he does not comply with the agreed payment terms.
7. To carry out all RS instructions that appear necessary and to deliver replacement or  
The customer must grant us the necessary time and opportunity to provide spare parts. If this is refused, we are released from liability for defects.
8. The client is entitled to withdraw from the contract or to demand a reduction in the remuneration.  
if we allow a reasonable grace period granted for repair or replacement delivery to expire without result through our fault or if repair or replacement delivery is finally refused by us without justification or has finally failed.
9. No guarantee is given for the suitability of our goods for a specific  
Intended use, if the specific possible use is not clear from the written instructions included with the goods or if the suitability for a specific purpose has not been expressly confirmed by us in writing. The customer is in any case obliged to check in detail in advance whether our goods are suitable for the intended use.
10. No warranty is provided for damages that occur after the transfer of risk as a result of incorrect or negligent handling, excessive use, defective construction work, unsuitable operating materials or as a result of temperature, electrochemical, chemical or electrical influences, unless these are due to our fault. Furthermore, no warranty is provided for

Damage due to non-compliance with prescribed maintenance intervals or improper execution of maintenance.

11. We or our vicarious agents are only liable for damages that occur within the scope of the warranty due to a breach of ancillary contractual obligations, due to errors in advice, due to unlawful acts, due to culpable breach of the obligation to repair or deliver, or due to other legal reasons, if we acted intentionally or with gross negligence. In commercial transactions, claims for damages are excluded even if guaranteed properties are missing if the guarantee was not specifically intended to prevent consequential damages.
12. If we do not accept complaints about defects that have been made in a timely manner, the client's right to Claims arising from a defect must be made within 6 months from the time of timely notification, but no earlier than upon expiry of the guarantee period, if such a period has been agreed.
13. We only accept liability for chains, wire ropes, conveyor belts, motors, couplings and other third-party products to the extent that the manufacturers also accepted towards us, but we are liable for the correct selection and calculation of these third-party products. We only accept liability for the proper functioning of our systems if the installation is carried out by our specialist fitters.
14. RS does not provide any component warranty for new components provided by the Client.

## **XI. General Liability**

1. Claims for damages of any kind against us or our vicarious agents – in particular due to Violation of contractual secondary obligations, negligence when concluding the contract, tort – are excluded unless there is intent or gross negligence on our part or an exclusion of liability is not legally permissible for other reasons.
2. In all cases where in commercial transactions in the case of gross negligence or in the case of such and not Although liability cannot be excluded but can be limited in the amount of commercial transactions even without gross negligence, liability is always limited to the proven damage that was foreseeable at the time the contract was concluded, but not more than the sales price of the product delivered by us to which the claims for damages relate or from which they result.
3. To the extent that liability for damages is excluded or limited towards us, this also applies with regard to the personal liability for damages of our employees, workers, staff, representatives or other vicarious agents.

## **XII. Place of performance, jurisdiction, applicable law, miscellaneous**

1. Place of performance for delivery/service and payment is Raubling.
2. We are entitled to collect, store, modify, transmit or use the client's data that we have received from the business relationship, provided that the client has access to it himself.
3. Place of jurisdiction for all disputes in connection with deliveries / services of RS as well as for Any disputes concerning pre-contractual obligations or the conclusion of a contract shall be settled between For merchants, the locally and substantively competent court at the registered office of RS is responsible. We are also entitled, at our discretion, to file suit at the registered office of the client.
4. The contractual relationship is subject to German law. The applicability of the United Nations Convention on the International Sale of Goods in its currently valid version is excluded (UN Sales Law).
5. Legal invalidity of individual contractual clauses or individual contractual provisions does not affect the The contract is not legally valid in all other parts. In this case, the contracting parties are obliged to replace an invalid provision with one that comes closest to the economic purpose of the invalid provision and is effective. This does not apply in the case of invalidity due to a violation of §§ 305 to 310 BGB. In this case, the statutory regulation applies insofar as a supplementary interpretation of the contract is required for the purpose of filling gaps.
6. The above delivery conditions shall also be deemed to apply to any subsequent transactions.