§ 1 General Conditions - Scope

1. All sales and services, including customer-specific complete solutions/control systems and the configuration of hardware and software components are carried out by Jetter AG exclusively on the basis of these terms and conditions of sale and software usage. Any conditions on part of the customer deviating from these are hereby expressly objected to. Such conditions only constitute an obligation to Jetter AG if they are expressly accepted in writing or if both parties have agreed on a separate agreement. Jetter AG reserves all rights in the software written specifically for Customer and characteristics specified in the operating/process descriptions jointly agreed upon.

§ 2 Quotation/Purchase Order/Placing an order

1. Quotations from Jetter AG, if they are not limited to a certain period, are always subject to withdrawal at any time. This also applies if the customer has requested that a definite quotation is given.

2. Orders issued by the customer are binding for him and are considered accepted on receipt of non-objection or delivery

3. The written order acknowledgement by Jetter AG is the exclusive basis of the contract and authoritative for Jetter AG's scope of sales and services. The order acknowledgement contains the final and comprehensive description of the Jetter AG service; it is in particular the basis of the technical performance features, technical and commercial details as well as usage and safety regulations.

4. The documentation contained in the quotation, such as pictures, diagrams, weights and dimensions, is only approximative unless expressly marked as binding. Jetter AG reserves all rights to graphs and copyright on all cost estimates, diagrams and other documentation. Documented and other information must not be made available to third parties or passed on to third parties.

§ 3 Prices/Payment

1. Pricing is ex works and does not include the current VAT and packaging costs. VAT is separately listed in the delivery date at the time of invoice. The customer bears the costs of packaging and transport.

2. The prices refer to the hardware and software components themselves and do not include other services, e.g. the transport costs or delivery of the delivery item. This also applies if the customer is obliged to allow Jetter AG an appropriate exterior over the software adaptations and software adaptations at the location of installation.

3. Necessary software adaptations, additional requests or other modifications requested by the customer which have not been expressly agreed to in the order and accepting the principle price shall be charged extra cost on the basis of the billing rates for the secondment of technicians and engineers according to expenditure.

4. Payment is due on completion of the work by the Jetter technician for which the customer is responsible, in particular if caused by mechanical preparation work not carried out as a whole or carried out incompletely by the customer or by third parties otherwise involved in the project and not being Jetter AG's responsibility will be charged separately.

5. The customer shall only be entitled to deduct from the invoice payment claims to which there is a legal limit, those which are not disputed by, or those which are recognised by Jetter AG. In addition, the customer is permitted to practice a right of retention only in case the counterclaim of the customer is based on the same contract.

§ 4 Deadlines/Deliveries

1. The delivery period starts on dispatch of the order acknowledgement, however not before the customer has provided all necessary documentation, permits, acceptances, or the delivery has been clarified, or an agreed down payment has been received.

2. The delivery deadline has been kept to if the delivery item has left the works or if delivery has been clearly stated before the time of delivery.

3. The delivery deadline is extended adequately if measures are taken in the course of labour disputes, in particular strikes and lock-outs, or if unforeseen difficulties arise, such as unforeseeable difficulties arising from work, or if the customer is not prepared to do so and to demand that Jetter AG reimburse the necessary costs, as otherwise Jetter AG is discharged from the liability for defects.

4. If the service is not carried out by Jetter AG by the deadline stipulated in point 1, then the customer is entitled to demand that Jetter AG perform the work or notify of readiness for shipment, if the item is stored in Jetter AG's factory, however at least 1/3 of the amount invoiced for every month. However, after setting a deadline which has expired unsuccessfully, Jetter AG have the right to otherwise dispose of the delivery item and to then supply the customer with an appropriately extended delivery time.

§ 5 Passage of risk and acceptance

The risk passes to the customer at the latest on dispatch of the delivery items to the customer. If partial deliveries are arranged, Jetter AG have taken over other services, e.g. the transport costs or delivery and installation. The goods are insured against transport damage at the customer's expense. Items supplied are to be accepted by the customer within the agreed time, unless otherwise specified in the contract. In the event of a defect, we may at our option repair the defective merchandise or replace it.

§ 6 Software written specifically for Customer

1. The software created and used within the contractually stipulated complete control system is put together by Jetter AG specifically to the customer using modular software components and Jetter AG for number crunching devices (Standard software modules) and adapted to the contractual service required (customer-specific application program).

2. Limitation and valuation of the purchase price for the customer-specific application program, Jetter AG transfer the exclusive, locally and temporarily unrestricted usage right thereby to the respective recipient, without the customer acquiring any rights of any kind to third party copyrights or software licenses of co-owners of the newly created thing pro rata. Processing/remodeling of or connection with things not belonging to Jetter AG is always carried out for Jetter AG. Jetter AG becomes the owner of the software even in case of an indirect owner, at least corresponding to the amount of the value share of the Jetter AG delivery.

3. The customer has the revocable right to process/sell on the goods within the course of ordinary business and assign the ancillary rights to him. The ordering party are at his own discretion. In the event of a defect the customer is obliged to refer to Jetter AG's customer service and to inform Jetter AG of this immediately.

4. If Jetter AG fail to remedy the defect, the Customer - at his own discretion - is entitled to reduce the contract price or to rescind the contract. Jetter AG do not assume any liability for program defects which occur when the program is used in applications planned by the customer, in particular for such applications in which Jetter AG were not aware of or had not tested at the time of creation/acceptance.

5. We shall assume no liability for damages incurred for one of the following reasons:

Unsuitable or incorrect use, faulty assembly or start-up carried out by the customer or a third party, natural wear and tear, faulty or improper handling, unsuitable operating materials, exchange materials, defective construction work, chemical, electro-chemical or electrical influences, provided they are not caused through fault of Jetter AG.

If the claim is justified, Jetter AG will bear the costs of removing the defect through rectification, a replacement delivery or solving the problem, in particular transport, work and material costs and travel expenses up to the amount of the order value, however only at the location of the place of business of the customer within the Federal Republic of Germany.

To carry out all improvements and replacement deliveries which Jetter AG deem necessary at reasonable discretion, the customer is to make the necessary time and opportunity available, as otherwise Jetter AG is discharged from the liability for defects. Only in urgent cases where industrial safety is endangered and to prevent a deflection of the amount of damage or if Jetter AG defaults in remedying the defect does the customer have the right to remedy the defect himself or to instruct a third party to do so and to demand that Jetter AG reimburse the necessary costs, whereby the customer also has to be informed in due time.

6. If the Customer has asserted a claim for damages attributable to intent or gross negligence, including intent or gross negligence by our representatives or vicarious agents, Jetter AG shall be liable as provided for by law. If a breach of contract is not attributable to intent, the liability for damages shall be limited to the foreseeable typical damage.

7. If the Customer is entitled to indemnification in lieu of performance, liability of Jetter AG, including liability under item 4, shall be limited to the foreseeable typical damage.

8. Liability due to culpable injury to life, health or bodily injury remains unaffected; this provision also applies to obligatory liability under the Product Liability Act.

9. Any liability is excluded, except as expressly stated above.

10. The limitation period for claims based on defects shall be 24 months as of the passing of risk.

§ 7 Compensation/Liability

1. Claims for compensation of the customer against Jetter AG, in particular due to default, due to positive contract infringement, due to infringement of obligations during contractual negotiations and due to unauthorised action are excluded, unless where liability is mandatory by law due to intent or gross negligence or according to the Product Liability Act regarding liability for personal damage or property damage of Jetter AG.

2. In the case of designs or manufacture according to absolute standards imposed by the customer, the customer is obliged to release Jetter AG from any possible claims from third party actions, regardless of the content of those claims, in particular those resulting from infringement of industrial property rights.

§ 8 Place of Jurisdiction / Place of Performance

1. If the customer is a merchant, our place of business shall be the place of jurisdiction; we shall have the right, however, to sue the customer also in the court having jurisdiction in the customer's place of residence.


3. Unless otherwise provided in the respective confirmation of the order by Jetter AG, our place of business shall also be the place of performance.

4. Should the present provisions or the transfer or annulment or become invalid, this shall not affect the validity of the other provisions.