

OSWALD Terms and Conditions of Sale and Delivery

1. Deliveries:

Our deliveries are made in accordance with the “General Terms and Conditions for the Supply of Products and Services of the Electrical and Electronic Industry,” known as the “Grüne Lieferbedingungen – GL” of the ZVEI¹, as of January 2022, including its “Software Clause for the Provision of Standard Software Forming an Integral Part of Supplies” pursuant to ZVEI, as of January 2022, as well as its “Supplementary Clause: Extended Retention of Title”, ZVEI, as of June 2011, the additional terms and conditions of Sale and Delivery listed below, which shall take precedence over any ZVEI terms, and any additional Individual Agreements made beyond these.

2. Technical Data:

Technical data listed in offers, catalogs, and brochures are for informational purposes only and are therefore non-binding. We reserve the right to change this data at any time.

3. Price changes:

We reserve the right to change prices. Unless expressly stated in writing or specified in a Framework Agreement, our offers are subject to change. The sales price valid on the date of receipt of the order shall serve as the basis for price determination, and the order requires our express confirmation.

4. Material surcharges:

We reserve the right to charge material surcharges in accordance with the current market situation. These will be indicated accordingly in offers and orders.

5. Terms of payment: (unless otherwise agreed)

Invoices for down payments are due within 10 days of the invoice date. For all other invoices, the payment term is 30 days from the invoice date.

6. Warranty: (unless otherwise agreed)

The material warranty is valid for 12 months from the delivery date/transfer date. Wear and tear parts, such as dust filters, shaft seals, or ball bearings, are expressly excluded from warranty claims! The place of performance for warranty claims is the plant in Miltenberg.

7. Delay in Delivery: (unless otherwise agreed)

Claims for damages by you (Customer) or third parties due to a delay in delivery shall be excluded.

¹ [ZVEI: German Electro and Digital Industry Association](#)

8. Liability:

Within the scope of our standard industry liability insurance, OSWALD assumes liability for personal injury and property damage caused by us. In the case of property damage, this liability shall be limited to 2 million Euros for each individual claim or a maximum of 3 million Euros per contract. Any claims beyond this limit shall be excluded. Under no circumstances shall OSWALD be liable for indirect or consequential damages, such as, but not limited to, loss profits, loss of production or use, costs for replacement purchases, or loss of interest, regardless of the legal basis. The foregoing limitations of liability do not, of course, apply in the event of intentional or grossly negligent misconduct.

9. Compliance:

We expect our contractual partner to comply with all applicable legal regulations and recognized ethical principles in the performance of the contract. Breaches and violations of these principles shall entitle the other party to immediate termination for cause.

10. Binding Nature of the Contract:

Should any of the above terms and conditions be invalid or void, this shall not affect the validity of the remaining terms and conditions or of the contract as a whole.

Appendices:

- ZVEI: "General Terms and Conditions for the Supply of Products and Services of the Electrical and Electronic Industry," known as "Grüne Lieferbedingungen – GL", as of Jan 2022
- ZVEI: "Software Clause for the Provision of Standard Software Forming an Integral Part of Supplies", as of January 2022
- ZVEI: "Supplementary Clause: Extended Retention of Title", ZVEI, as of June 2011