

Terms and Conditions

I. General

1. These General Terms and Conditions apply to all deliveries and services as a matter of priority. Any deviating terms and conditions of purchase of the purchaser shall not become part of the contract, even if the order is accepted.
2. Individual agreements made with the buyer in individual cases (including collateral agreements, supplements, and amendments) are also subject to these General Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
3. The seller reserves ownership rights and copyrights to samples, cost estimates, drawings, and similar information of a physical and non-physical nature, including in electronic form; they may not be made accessible to third parties. The seller undertakes to make information and documents designated as confidential by the purchaser accessible to third parties only with the purchaser's consent.

II. Prices and payments

1. Unless otherwise agreed in writing, our prices are in EUR, ex works Gummersbach (according to INCOTERMS 2020), excluding packaging and insurance, plus VAT at the applicable rate for sales within Germany. Costs for packaging, shipping, and insurance will be invoiced separately.
2. Service and repair costs are based on the current state of knowledge and in accordance with the present guide price offer.
The necessary services will be invoiced according to the actual costs incurred.
Appointments for service and repair orders can be arranged individually with the service department of Schmidt Maschinenbau GmbH.
The current service price list of Schmidt Maschinenbau GmbH applies (as of January 1, 2026)
3. The customer shall only be entitled to withhold payments insofar as their counterclaims are undisputed or have been legally established.
4. The customer is only entitled to offset counterclaims from other legal relationships if they are undisputed or have been legally established.

Terms and Conditions

III. Delivery time, delivery delay

1. The delivery time is based on the agreements between the contracting parties. Compliance with the delivery time requires that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent upon him, such as providing any necessary certificates or approvals or making the down payment. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the supplier is responsible for the delays.
2. Compliance with the delivery time is subject to correct and timely delivery by subcontractors. The supplier shall notify the purchaser as soon as possible of any delays that may arise.
3. The delivery time shall be deemed to have been met if the delivery item has left the supplier's factory by the end of the delivery time or if readiness for shipment has been notified. If advance acceptance at the supplier's factory has been agreed, the acceptance date shall be decisive, except in cases of justified refusal of acceptance, or alternatively the notification of readiness for acceptance.
4. If the delivery time is not met due to force majeure, labor disputes, or other events beyond the supplier's control, the delivery time shall be extended appropriately. The supplier shall inform the customer of the beginning and end of such circumstances as soon as possible.

IV. Transfer of risk, acceptance

1. The risk shall pass to the purchaser when the delivery item has left the factory, even if the supplier has assumed other services, e.g., shipping costs or delivery and installation. If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after notification by the supplier that the goods are ready for acceptance. The purchaser may not refuse acceptance in the event of a minor defect.
2. If shipment or acceptance is delayed or does not take place due to circumstances for which the supplier is not responsible, the risk shall pass to the purchaser on the day of notification of readiness for shipment or acceptance. The supplier undertakes to take out the insurance required by the purchaser at the purchaser's expense.

V. Retention of title

1. The supplier retains title to the delivery item until all payments have been received, including any additional ancillary services owed under the delivery contract.
2. If the customer acts in breach of contract, in particular in the event of default in payment, the supplier shall be entitled to take back the delivery item after issuing a reminder and the customer shall be obliged to surrender it.

VI. Claims for defects

1. After consultation with the supplier, the purchaser shall give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries that the supplier deems necessary; otherwise, the supplier shall be released from liability for the consequences arising therefrom.
2. After consultation with the supplier or only in urgent cases, e.g., if operational safety is endangered or to prevent disproportionately large damage, the purchaser shall have the right to remedy a significant defect itself or have it remedied by third parties.
3. The purchaser shall have the right to withdraw from the contract within the framework of the statutory provisions if the supplier—taking into account the statutory exceptions—allows a reasonable period set for him for repair or replacement delivery due to a material defect to elapse without result. If the defect is only minor, the customer shall only be entitled to a reduction in the contract price. Otherwise, the right to a reduction in the contract price shall be excluded.
4. No liability shall be assumed in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, operational wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, unsuitable building ground, chemical, electrochemical or electrical influences – unless the supplier is responsible for them.
5. If the customer or a third party makes improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.
6. The supplier generally excludes the assumption of any consequential costs of a defect (e.g., production downtime costs).

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VII. Warranty

1. The supplier guarantees the proper functioning of the machine in accordance with the contractually agreed warranty. The warranty period begins with the delivery of the machine ex works by the supplier or at the latest 15 days after delivery. The basis for this is the intended use of the machines.
2. The data specified in the order-related data sheet must be observed. In the event of deviations from this data, improper use, removal or deactivation of protective devices, or modifications made by the customer, our liability and warranty shall lapse. The warranty commitments relate exclusively to machine parameters; production performance is excluded from any warranty commitment.
3. All parts that come into contact with wire are excluded from the warranty. Consequential damages, regardless of their legal basis, are excluded from the warranty. Travel costs and/or shipping costs for spare parts to be provided are borne by the customer.

VIII. Disclaimer

For damage that has not occurred to the delivery item itself, the supplier shall only be liable—for whatever legal reasons—for material defects that have been caused intentionally or through gross negligence. The supplier shall not be liable for consequential costs of any kind.

IX. Software use

1. If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software, including its documentation. It is provided for use on the delivery item for which it is intended. Use of the software on more than one system is prohibited.
2. All other rights to the software and documentation, including copies, remain with the supplier. The granting of sublicenses is not permitted.

X. Applicable law, place of jurisdiction

1. All legal relationships between the supplier and the customer shall be governed exclusively by the laws of the Federal Republic of Germany applicable to legal relationships between domestic parties.
2. The place of jurisdiction is the nearest court with jurisdiction over the supplier.

<p>Schmidt Maschinenbau GmbH Robert-Bosch-Str. 3 51647 Gummersbach GERMANY</p>
