

Terms and Conditions

For businesses only. For quotations and orders, please contact us preferably by email.

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1. Supplier and scope

Michael Wolter, AWEX - Geräte für die Kartonagenindustrie, Ellerburger Straße 105, 32457 Porta Westfalica, Germany; info@awex.de; telephone +49 (0) 571 97198440. Sole proprietor without a commercial register entry. These terms apply exclusively to supplies and repair services for business customers within section 14 of the German Civil Code (BGB), including resellers. We repair only equipment manufactured by us. Individually agreed terms take precedence. Conflicting purchasing terms require our agreement. Supplying a reseller does not establish territorial protection or exclusive distribution rights; separate individual agreements remain unaffected.

2. Formation of contract and language

Quotations are non-binding unless expressly designated as binding. Where a quotation is non-binding, the customer makes an offer by placing an order, which we may accept by an order confirmation in text form, such as email. Contracts already binding and individual agreements remain unaffected. Changes to an order require agreement. The contract language is German or English according to the contractual correspondence. The applicable version of these terms must be provided to the customer and agreed before the contract is concluded.

3. Prices and payment

The agreed prices and payment terms, as recorded in the order confirmation, apply. Prices are net, plus statutory VAT where applicable and agreed shipping, packaging and other ancillary charges. Differing individual agreements prevail. Invoices and payments are exclusively in euros by bank transfer. Credit cards are not accepted. Customers bear charges imposed on them by their own bank. We do not impose an additional charge for using a SEPA credit transfer. Where advance payment is agreed, new goods and repaired equipment are dispatched only after the full amount due has been credited to our business bank account. Statutory rules govern late payment.

4. Delivery, insurance and customs

Delivery times and shipping charges are determined by the quotation and the agreement. Unless otherwise agreed, we arrange shipping and export clearance; agreed charges are disclosed in the quotation. Equipment shipments to non-EU countries are generally insured. Insurance for EU shipments is agreed individually and stated in the quotation. The customer is responsible for import clearance and charges in the destination country unless otherwise agreed. Import charges incurred on repair shipments to Germany are itemised in the repair quotation where lawfully chargeable. Statutory cost obligations for defects remain unaffected. Unless otherwise validly agreed, statutory rules govern transfer of risk and delivery delays.

5. Statutory rights in respect of defects

For newly sold goods, including new spare parts, the limitation period for claims concerning physical defects is generally twelve months from delivery. This reduction does not apply to fraudulent concealment, assumed guarantees within their scope, damages caused intentionally or by gross negligence, injury to life, body or health, or mandatory special provisions and recourse rights. Statutory periods apply in those cases. Statutory rights to cure, reduce the price, withdraw from the contract and claim damages remain available subject to applicable law and these terms. Defects in paid repair services are governed by statutory rules, including limitation commencing upon acceptance of the work; the sales provision is not automatically applied to repair services.

6. Wear and intervention

Normal wear and tear does not give rise to defect claims. This concerns in particular the chain guard, toothed chain, chain-guide ball bearings, chain guide, chain sprocket and motor/rotor vanes. Statutory rights concerning existing defects remain unaffected. We are not liable under statutory defect provisions for damage caused by misuse, incorrect maintenance or customer intervention insofar as the damage results from that cause. Intervention does not automatically extinguish statutory rights concerning unrelated defects.

Pneumatic tools must be operated with an upstream air preparation unit comprising water separator, pressure regulator and lubricator, and with the compressed-air lubrication specified in the operating manual. Customer-caused damage due to absent or insufficient lubrication of the compressed air and consequently the motor components, particularly dry-running damage to the pneumatic motor or motor/rotor vanes, is excluded from the voluntary manufacturer guarantee. Such

damage does not establish statutory defect claims insofar as caused by that misuse. Statutory rights concerning unrelated defects remain unaffected.

Customer-caused damage due to water or condensate in the compressed air, particularly corrosion or functional damage to pneumatic motors, motor/rotor vanes, valves or other pneumatic components, is also excluded from the voluntary manufacturer guarantee insofar as it results from improper compressed-air preparation or maintenance. Examples include absent or inadequate water separation or failure to drain condensate. Statutory rights concerning unrelated defects remain unaffected.

7. Voluntary manufacturer guarantee: beneficiaries and duration

In addition to statutory rights, we grant a voluntary manufacturer guarantee to business end users for new AWEX carton waste strippers and new accessories. New spare parts sold separately and refurbished equipment as a whole receive no additional manufacturer guarantee; statutory rights remain unaffected. The guarantee lasts 24 months for end users in the European Union and twelve months for end users outside the European Union. The end user country determines the period. The period always begins on the date of our original invoice to our direct buyer; for reseller sales this is our invoice to the reseller. Storage and resale do not restart the period. The end user receives the remaining term. The start date and remaining term should be transparently disclosed before the end user purchases the product.

8. Voluntary manufacturer guarantee: cover and claims

The guarantee covers material and manufacturing defects arising during the guarantee period in covered products. Excluded from the voluntary guarantee are the chain guard, toothed chain, chain-guide ball bearings, chain guide, chain sprocket and motor/rotor vanes, and damage caused by misuse or inadequate maintenance. Where customers repair the gearbox or internal pneumatic motor components themselves, damage caused or aggravated by that intervention is not covered. Correct replacement of the toothed chain is not such an intervention. Statutory rights remain unaffected. Our primary remedy is repair without charge; replacement may be individually agreed in exceptional cases. No loan equipment is promised. Claims must be notified during the guarantee period with the model, serial number and suitable evidence of the original AWEX invoice date. Repairs do not establish a new voluntary guarantee period; any remaining original term continues. Statutory periods and rights remain unaffected. We pay return shipping after an accepted guarantee repair.

9. Repair registration and receipt

Every repair must be registered before dispatch, preferably by email to info@awex.de or alternatively by telephone, providing the model, serial number and fault description. The delivery address and receiving times must be agreed in advance. Suitable packaging and an agreed delivery arrangement are required.

Agree the delivery date with AWEX before dispatch and arrange personal handover to an employee authorised to receive the shipment. AWEX has not authorised any parcel carrier to leave parcels unattended on the company premises. Unattended drop-offs and deliveries at weekends or during company holidays are not intended without prior express agreement. AWEX accepts no liability for loss or damage resulting from an unagreed drop-off insofar as AWEX is not responsible for the damage.

Responsibility for loss or damage is governed by statutory rules and validly agreed shipping terms.

10. Examination, estimate and approval

Before examination begins, the customer receives a quotation covering possible examination and shipping charges and confirms it by email. The repair estimate is free of charge. Repairs require customer approval before work begins. If no fault is found, or the customer declines repair after a fault is found, the previously agreed examination fee is EUR 35 net plus statutory VAT where applicable; agreed freight charges are itemised separately. No separate examination fee is charged where repair is ordered and carried out. No examination or repair charges inconsistent with valid statutory defect claims or covered guarantee services are imposed. Additional work outside the approved scope requires further agreement.

11. Reimbursement of shipping costs

Shipping costs are reimbursed where there is a valid guarantee or statutory defect claim and a corresponding reimbursement obligation. Reimbursement covers actual and necessary costs supported by verifiable evidence, particularly a copy of the carrier invoice identifying the shipment. The relevant extract of a consolidated invoice is sufficient; unrelated data may be redacted. If no separate invoice exists, other suitable evidence may be agreed. An unsupported customer cost statement is generally insufficient. There is no flat EUR 35 reimbursement cap. Statutory cost obligations, including necessary transport and applicable removal/reinstallation costs, remain unaffected. Where no reimbursement claim exists, the customer bears the agreed shipping charges.

12. Liability and retention of title

We have unlimited liability for intent and gross negligence, injury to life, body or health, and mandatory statutory liability. Guarantee claims are governed by the applicable guarantee. For ordinary negligence in breach of essential contractual obligations, liability is limited to foreseeable damage typical of the contract. Otherwise liability for ordinary negligence is excluded. Mandatory liability, particularly under product liability law, remains unaffected. Delivered goods remain our property until their respective purchase price is paid in full.

13. Governing law and jurisdiction

German law applies, expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory applicable rules remain unaffected. To the extent a jurisdiction agreement is legally permissible, the place of business of the supplier is the agreed venue. Statutory subject-matter jurisdiction remains unaffected; no exclusive jurisdiction of the Minden local court is stipulated regardless of the subject matter. Individual agreements take precedence.