

GENERAL TERMS AND CONDITIONS

Bracher Ventilatoren technik GmbH

Felix-Wankel-Straße 29
72070 Rottenburg am Neckar
Germany
Commercial Register: HRB 390341

1. Scope

These Terms apply to all contracts for axial and radial fans and industrial blowers. They apply exclusively to business customers. Deviating terms are rejected.

2. Contract Conclusion

Offers are non-binding. A contract is concluded only upon written confirmation or delivery. Technical data are approximate.

3. Technical Design

Design is based solely on data provided by the customer. No liability for deviations. System responsibility lies with the customer.

4. Prices and Payment

Prices are ex works plus VAT. Invoices are payable immediately unless agreed otherwise. Advance payment may be required. Statutory default interest applies.

4a. Creditworthiness

We may obtain credit reports. In case of doubts, we may suspend performance or withdraw.

5. Delivery

Delivery times are non-binding. Partial deliveries permitted. Force majeure applies.

6. Transfer of Risk

Risk passes upon handover to the carrier.

7. Retention of Title

Goods remain our property until fully paid.

8. Installation / Operation

Installation and commissioning not owed. No liability for improper use.

9. Warranty

Warranty period: 12 months. Wear parts excluded.

10. Liability

Liability only for intent and gross negligence. No liability for consequential damages.

11. Custom Products

Custom-made products are excluded from withdrawal.

12. Export / International Trade

Incoterms® 2020 apply. Customer responsible for compliance.

12a. Export Control

Deliveries subject to export control and sanctions. We may refuse performance.

13. Intellectual Property

All technical documents remain our intellectual property and may not be disclosed without written consent.

14. Jurisdiction

Place of jurisdiction is Rottenburg am Neckar, Germany. German law applies, CISG excluded.

15. Severability

Invalid provisions do not affect remaining clauses.