

Terms and conditions

§ 1 Scope of Application

(1) These terms of sale apply to companies, legal entities under public law or public special fund within the meaning of § 310 paragraph 1 BGB. Conflicting or deviating from our sales conditions of the customer are only recognized if we expressly agree in writing to the application.

(2) These terms of sale apply to all future transactions with the customer, insofar as it is related legal transactions

§ 2 Offer and conclusion of contract

If an order as an offer according to § 145 BGB is to be considered, we may accept it within two weeks.

§ 3 Submitted Documents

At all in connection with the award of the contract the customer provided documentation such. Example calculations, drawings etc., we reserve the right of ownership and copyright. These documents may be made available to third parties, unless we give the customer our express written consent. If we do not accept the offer within the time limit of § 2, these documents must be returned to us immediately.

§ 4 Prices and payment

(1) Unless otherwise agreed in writing, our prices are inclusive VAT and packaging in the applicable rate shall apply ex works exclusively. If costs for packaging and shipping incurred, they are listed separately in the invoice.

(2) The purchase price shall be made solely on the overleaf account. Cash discount is allowed only with special written agreement.

(3) Unless a fixed price agreement was made, reasonable price changes due to changes in labor, material and distribution costs for deliveries made 3 months or later after the contract reserved.

§ 5 Retention of title

(1) We reserve title to the delivered goods until full payment of all claims from the contract before. This also applies to all future deliveries, even if we do not always refer to this. We are entitled to take back the goods if the buyer breaches the contract.

(2) The customer is obliged, as long as the property has not yet passed to him to treat the goods with care. In particular, he is obliged, at his own expense against theft, fire and water damage at replacement value to insure (Note: only permitted in selling high-quality goods). If maintenance and inspection work is carried out, the purchaser shall execute them at his own expense. As long as ownership has not been transferred, the purchaser must inform us immediately in writing if the case of seizure or other interference by third parties to us. If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer is liable for the loss incurred.

(3) The customer is entitled to resell the reserved goods in the ordinary course of business. The demands of the buyer from the resale of the reserved goods shall be the purchaser already now to us in the amount of the agreed final invoice amount (including VAT). This assignment applies regardless of whether the goods have been resold without or after processing. The customer remains entitled after the assignment to collect the debt. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and in particular no application is filed for the commencement of insolvency proceedings or payments.

(4) The processing or transformation of the goods by the customer is always the name and on our behalf. In this case, the expectant right of the purchaser continues to the purchased item to the transformed object. If the purchased item is processed with other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the objective value of our goods to the other processed items at the time of processing. The same applies to the case of mixing. If the mixing is done in such a way that the object of the customer is to be regarded as the main item, shall be deemed agreed that the customer shall transfer proportionate co-ownership and hold the sole ownership or co-ownership for us. To secure our claims against the Customer, the Customer shall assign such claims to us and to him by the connection of the goods incorporated in real property against a third party; We accept this assignment now.

§ 6 Warranty and complaints and recourse / manufacturer redress

(1) *Warranty rights of the customer assume that this is his obligation according to § 377 HGB inspection and complaint properly fulfilled.*

(2) Obvious defects must be notified in writing by the buyer within 2 weeks after delivery of the contract subject to us.

(3) Warranty claims shall expire four months after delivery of the goods supplied by us to our customer (Note: in the sale of used goods, the warranty period can be completely ruled out). Before returning any product, our consent must be obtained.

(4) If, despite all due care, the delivered goods have a defect that already existed at the time of transfer of risk, we will ship the goods, subject to timely notice of defect at our option repair or replace the goods. There is always giving us the opportunity to rectify within a reasonable time. Recourse claims remain unaffected without limitation of the above regulation.

(5) The warranty does not include minor deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear and damage the special after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment, or due to external influences not assumed under the contract. Be made by the purchaser or third parties improper repairs or modifications, so there are no claims for this and the consequences resulting therefrom.

(6) Claims of the Purchaser shall have the purpose of supplementary performance, in particular transport, travel, labor and material costs are excluded, if the expenses increase because the goods delivered by us subsequently transported to a place other than the office the Purchaser has been spent, unless the transfer is in accordance with its intended use.

(7) Claims for recourse against us only in so far as the purchaser has made with its customers exceeding the mandatory statutory warranty claims agreements. Furthermore, paragraph 5 shall apply mutatis mutandis to the scope of recourse the Purchaser has against the Supplier.

(8) Any exclusion or limitation of liability for damages arising from injury to life, body or health caused by an intentional or negligent breach of duty by the user or intentional or negligent breach of duty by a legal representative or vicarious agent of the user is invalid.

Warranty periods

For purchase and service contract, the warranty period is 2 years. By the Conditions of Warranty period may be reduced as follows:

Movable property except building materials		
- New	- Buyer is consumer	2 years
	- Buyer is entrepreneur	1 year
- Used	- Buyer is consumer	1 year
	- Buyer is entrepreneur	None

§ 7 Terms of payment

Payment shall be made either in advance by bank transfer, by invoice, direct debit or cash on delivery. We reserve the right to exclude particular methods of payment. If you choose to pay in advance, we will provide the bank details in the order confirmation. The invoice amount is to be paid within 10 days to our account. A lien can only exercise if the claims from the same contractual relationship.

§ 8 Disclaimer

See Privacy Statement (Disclaimer)

§ 9 Applicable law and jurisdiction

It applies only German law. Compared to a consumer, this choice applies only to the extent, be characterized as required by legal provisions of the country in which he is domiciled or habitually resident restricted. If the customer is not a consumer, the district court Kirchheim unter Teck is agreed as the place of jurisdiction.

§ 10 Other

(1) This Agreement and the legal relations of the parties are subject to the laws of the Federal Republic of Germany under exclusion of the UN Sales Convention (CISG).

(2) Place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our registered office, unless stated in the order confirmation states otherwise.

(3) All agreements reached between the parties for the purpose of performing this contract are set forth in writing in this contract.

(4) If individual provisions of this contract be or become invalid or contain a gap, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally valid provision which most closely approximates the economic purpose of the invalid provision, and fills this gap.

Appendix 1:

Comments

Although the clause bans the catalog of offenses §§ 308, 309 BGB gem. § 310 para. 1 BGB does not apply for terms and conditions that are used 14 BGB to companies i. S. d. § is not automatically be assumed by implication from the fact that the use of terms such as in §§ 308, 309 BGB called to companies as a rule, the content control of §§ 305 ff. BGB withstand. In accordance with § 307 para. 1, 2 no. 1 BGB, which also applies to the use of Policies towards entrepreneurs, inadequate discrimination of the contractor is in doubt to accept if the clause with essential basic principles of statutory provisions of the departing, not is compatible. This leads to the case law that the clause prohibiting catalogs of §§ 308, 309 BGB on the interpretation of § 307 BGB gain indirect importance in commercial transactions.

The clause prohibitions of § 308 BGB are transferable on the sale between entrepreneurs usually because their vote margins, the commercial features are taken into account. In contrast, in the prohibitions of § 309 BGB is such a sweeping solution is not possible, the violation of § 309 is also in selling between entrepreneurs an indication of the invalidity of the clause. Here is recommended to be carried by a jurist before using the Terms and Conditions for separate analysis.

Transparency

This requirement means that a clause in Terms of the doubt is also unreasonably prejudicial when it is not clear and understandable.

This requirement means that opaque clauses per se, are considered to be ineffective without the addition Join a substantive unreasonable disadvantage of the contractor. Furthermore, this also means that the transparency requirement for price and performance provisions descriptive clauses, which are generally excluded from the content control, applies.

Restriction on subsequent performance

The buyer may demand a faulty item as a Remedy for a rectification of the defect or delivery of a defective item or if the conditions and compensation. Only if the supplementary performance fails, impossible or unreasonable, the buyer - make warranty claims - in the second line: withdrawal or reduction. Limitations alone on the subsequent performance are ineffective if the other party is denied the right to reduce in the subsequent performance fails.