General Terms and Conditions

§ 1 General – Area of Application
1. The General Terms and Conditions shall apply to all current and future business relationships.
2. Consumers for the purposes of the Terms and Conditions shall be natural persons with whom a business relationship is entered into without a commercial or independent professional activity being attributable to these persons.
3. Entrepreneurs for the purposes of these Terms and Conditions shall be natural or juridical persons or partnerships with legal status with whom a business relationship is entered into and who pursue a commercial or independent professional activity.
4. Customers for the purposes of the Terms and Conditions shall be both Consumers and Entrepreneurs.

§ 2 Conclusion of Contract
1. Our offers shall not be binding. Technical alterations as well as alterations to form colour and/or weight shall be reserved as long as these are reasonable.
2. By ordering goods the Customer shall make a binding declaration that he wishes to acquire the ordered goods. We shall be entitled to accept the contractual offer contained in the order within two weeks of receipt of the order by us. Acceptance may be declared either in writing or by delivering the goods to the Customer.
3. Should the Customer order the goods by electronic means, then we shall immediately confirm receipt of the order. Confirmation of receipt shall not represent any binding acceptance of the order. Confirmation of receipt may be combined with the declaration of acceptance.
4. Conclusion of contract shall take place under reservation of correct and timely delivery to us by our suppliers. This shall only apply in cases where non-delivery or substantial delay in delivery is shown, in particular where a congruent covering transaction is being concluded with our supplier. The Customer shall immediately be informed of the non-availability of the service. The remuneration shall immediately be refunded.
5. Insofar as the Customer orders the goods by electronic means, we shall store the text of the contract and, on request, email it to the Customer together with the present General Terms and Conditions.

§ 3 Reservation of Ownership
1. The Customer shall be obliged to handle the goods carefully. Insofar as maintenance and inspection work are required, the Customer must carry these out at his own expense at regular intervals.
2. The Customer shall be obliged to inform us immediately of any third-party access to the goods, for example if they are seized or damaged or destroyed. The Customer must inform us immediately if the goods change hands or if he changes his domicile.
3. In case of any violation of the contract by the Customer, in particular in case of any delay in payment or any violation of an obligation under numbers 2 and 3 of this provision, we shall be entitled to withdraw from the contract and demand the return of the goods.
4. The Entrepreneur shall be entitled to resell the goods in the ordinary course of business. He shall already now assign to us the title to the invoiced amount all claims against a third party, which arise to him through resale of the goods.
5. Any treatment or processing of goods by the Entrepreneur shall always be carried out in our name and on our behalf. Should the processing be carried out with items that do not belong to us then we shall acquire co-ownership in the new goods, the value of the co-ownership being determined by the ratio of the value of the goods supplied by us to the value of the other processed items. This shall also apply if the goods are mixed with other items not belonging to us.

§ 4 Power of Revocation and Right of Return
1. Long distance sales contract with revocation clause

§ 5 Payment
1. The net purchasing price offered shall be binding. Statutory VAT shall be added to the net purchasing price. In the case of mail-order purchase on transfer of the goods to the haulier, the carrier or otherwise the person or establishment charged with carrying out the dispatch.
2. If the buyer is a Consumer, he shall be entitled to refuse the chosen type of subsequent fulfilment, if it can only be achieved at disproportionate costs and if the other type of subsequent fulfilment is not greatly disadvantageous to the Consumer.
3. If the subsequent fulfilment is not successful the Customer may in principle choose decrease in payment (reduction) or revocation of contract (withdrawal).

§ 6 Passing of Risk
1. If the buyer is an Entrepreneur we shall first choose to compensate for defective goods at our own discretion by subsequent improvement or substitute delivery.
2. If the buyer is a Consumer, he shall first be able to choose whether subsequent fulfilment should be in the form of subsequent improvement or substitute delivery. However, we shall be entitled to refuse the chosen type of subsequent fulfilment, if it can only be achieved at disproportionate costs and if the other type of subsequent fulfilment is not greatly disadvantageous to the Consumer.

§ 7 Warranty
1. If the buyer is an Entrepreneur we shall first choose to compensate for defective goods at our own discretion by subsequent improvement or substitute delivery. However, we shall be entitled to refuse the chosen type of subsequent fulfilment, if it can only be achieved at disproportionate costs and if the other type of subsequent fulfilment is not greatly disadvantageous to the Consumer.

§ 8 Limitations of Liability
1. In case of slightly negligent violations of duty our liability shall be restricted to the direct average damage that can be expected for the type of goods and is typical for the contract. This shall also apply in case of slightly negligent violations of duty by our legal representatives or vicarious agents.
2. The above limitations of liability shall not affect claims made by the Customer arising from product liability. Furthermore, the limitations of liability shall not apply to any bodily harm and injuries to health attributable to us.

§ 9 Final Provisions
1. The buyer's rights arising from this contract cannot be transferred. The invalidity of single provisions shall not affect the validity of the remaining ones. Should one or several of the provisions of these General Terms and Conditions be invalid or become invalid, this shall not affect the validity of the remaining ones. The invalid provision shall herewith already be replaced by a valid one that serves as far as possible the same legal and economic purpose.