

Terms & Conditions

The following conditions are to be solely applicable. Changes are only possible in written form.

Prices

We have authorization to increase our prices if our import taxes and duties or production costs increase. The customer, however, has the right to terminate the contract. Further claims cannot be made.

Payment

The buyer bears the costs of payment or bank transfers as well as fees for discounting draft acceptances as well as similar costs or fees. Setoffs with counterdemands, retainment or reductions are not permissible. Bills of exchange may be not accepted by us; their acceptance is to be solely for the purpose of fulfillment.

Date of our invoices is to be date of delivery or ready-for-shipment date of the consignment.

Cash discount may only be taken when the total amount owed is paid to us by the last day of the cash-discount deadline (bills of exchange do not represent payment).

Invoices will not be made out by us in foreign exchange.

Delay in payment

Payment is due always one month from date of invoice. Noncompliance with the deadline establishes a delay in payment and all accounts current are due. We are empowered to charge 1 % interest per month on arrears, demand payment in advance on further consignments as well as prohibit the resale, the continued use or processing of our merchandise, demand return and/or exercise our rights to assignment of accounts based on retention of title to the goods.

Delivery

Our terms of delivery are from Dannenberg or EXW for shipments to domestic locations or abroad. Our customers take possession of the goods on handing over to the carrier. Preliminary arrangements made by the customer with respect to type of transport or route of transport and carrier will be taken into consideration by us.

The goods are transported at the risk of the customer for deliveries from Dannenberg or other locations in Germany and/or abroad.

For mail or rail transport, we deliver only to the post office or railway station at the location of the customer. For lorry deliveries, paved access roads to the customer's unloading point are to be provided.

All persons employed by the customer are to be considered to be empowered to take receipt of the merchandise.

Partial shipments may be executed by us. Should a customer demand partial shipments contrary to our arrangements, the possible excess costs of such partial shipments are to be borne by the customer.

Should there be a delay in receipt of the goods by the customer, we are authorized to store the merchandise at the facilities of a carrier or in our warehouse against customary carrier fees or to terminate or demand payment in advance.

In all instances, the buyer is to bear all costs resulting from a delay in acceptance of the merchandise.

Specified times of delivery are always arranged without obligation on our part. Should a confirmed time of delivery not be maintained, the buyer has the right to fix a two-week extension of the deadline by registered mail 14 days after our failure to meet our delivery obligations. After expiration of this deadline, the buyer has the right to refuse acceptance of the goods and terminate the agreement. Rights extending beyond this or any other rights are excluded.

Complaints

Only complaints made in writing are effective and only if they are lodged within two weeks of handing the merchandise over to the customer at the latest.

No claims can be made on unavoidable deviations in quality, quantity, color, width, weight, equipment, design or similar conditions of technical nature or customary to the trade. Processing of our merchandise invalidates all rights to claims. The legal guidelines apply to hidden defects. For justifiable claims, the buyer only has the right to demand replacements reciprocally and simultaneously for the merchandise in question against return of the defective goods. We allow ourselves a four week period to execute replacement shipments provided the claim is justifiable. After futile expiration of this deadline, the buyer can terminate the agreement. Rights extending beyond this or any other rights are excluded. These rules also apply to replacement shipments.

Retention of title

We remain owners of the goods delivered until complete payment of all invoices including accessory claims derived from the agreement or for other reasons. Under normal conditions, the buyer may resell the merchandise, however, not put in pledge or otherwise charge as a security for the benefit of a third party. In case of processing, mixing, or blending, we expect joint ownership rights to the new merchandise at the ratio of the value of our merchandise to the remaining constituents in the new merchandise. No value is to be fixed to work performance of the customer. The same rights apply in the case of resale of the new merchandise.

The customer's account receivable derived from his resale is to be signed over to us on conclusion of the transaction for security measures. On delay of submission of complete information on the resale, processing, etc., we can demand that all documentation in question relating to the transaction be handed over to us. The buyer is to bear all costs necessary for such intervention.

Credit standing

Should we come to the conclusion after order confirmation that payment of our sales price may be jeopardized, we can demand payment in advance before delivery or terminate the contract. Claims for damages made by the buyer are excluded in such cases.

Place of performance, jurisdiction

Is to be for both parties the respective location of association including actions arising from cheque or bills of exchange which have been made out payable at another location. For all other transactions by customers from abroad german law is binding with Dannenberg as jurisdiction.

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