

Section 1 General - Scope

1. These terms apply to all current and future business relationships.
2. Consumers within the meaning of these terms of business are natural persons with whom a business relationship exists and with whom no commercial or independent professional activity can be attributed. Companies within the meaning of these terms of business are natural or legal persons or partnerships with legal personality with whom a business relationship exist and who are engaging in a commercial or independent professional activity. Customer within the meaning of these terms of business can be both consumers and companies.
3. Differing, conflicting or additional terms of business, even if known, are not part of this contract unless their validity has been expressly agreed in writing.

Section 2 Conclusion of the Contract

1. Our quotations are subject to confirmation. We reserve the right to reasonable technical changes and changes in shape, colour or weight.
2. By placing an order the customer is understood to make a binding offer to purchase the goods. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. The acceptance can be made in writing or by delivering the goods to the customer.
3. If the consumer orders the goods electronically, we will promptly confirm the receipt of the order. This confirmation does not constitute a binding acceptance of the order. The confirmation of receipt may be issued in combination with the declaration of acceptance.
4. The conclusion of the contract is subject to the correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, especially in the case of the conclusion of a congruent covering transaction with our supplier. Partial deliveries in reasonable quantities are allowed. The same applies to over or under deliveries of up to 10% of the total order quantity for special production or orders for items containing advertising printing. The customer shall be promptly informed about the non-availability of the service. Any payments shall be reimbursed without delay.
5. If the consumer orders the goods electronically, the text of the contract will be stored by us and sent to the customer upon request by email together with these General Terms and Conditions.

Section 3 Retention of Title

1. In the case of contracts with consumers, we retain ownership of the goods until full payment of the purchase price. In the case of contracts with companies we retain ownership of the goods until full payment of all claims resulting from the current business relationship.
2. The customer is obliged to handle the goods carefully. In cases where maintenance and inspection work is required, the customer must perform such work at their own expense and in due time.
3. The customer is obliged to notify us immediately of any attachment of the goods by a third party, or of any damage to the goods or loss of goods suffered. The customer shall immediately notify us of any change in possession of the goods as well as any change of residence.
4. If the customer acts in a way contrary to the contractual obligations, in particular in the event of a default in payment or breach of a duty pursuant to Points 3 and 4 of this section we shall be entitled to withdraw from the contract and demand that the goods be returned.
5. The company is entitled to resell the delivery item in the ordinary course of business. The company hereby assigns to us all claims equivalent to the final invoiced amount which arise through the resale to a third party. We accept the assignment. After assignment, the company is authorized to collect the outstanding payments. We reserve the right to collect the receivable ourselves should the company not properly fulfil his payment obligations and is in default of payment.

Section 4 Right of Cancellation and Return

1. For companies, redemption of delivered goods is only possible with our agreement. For credit notes 15% of the value of goods will be deducted as revision costs.
2. If the customer is a consumer, the following distance contract with return clause shall apply:
3. The consumer has the right to return the goods within two weeks of receipt. The right to return can be exercised only by sending back the goods, or if the goods cannot be sent as a parcel, by requesting the goods be taken back; effecting return shipment within the grace period is acceptable for meeting the return deadline.
4. The cost of the return is carried by the consumer for a purchase order value of up to EUR 50, unless the delivered goods do not correspond to the ordered goods. For orders over EUR 50, the consumer does not bear the cost of returning the goods.
5. The consumer has to pay compensation for loss of value for a deterioration of the goods caused as a result of the goods being used for their intended purpose. The consumer may carefully and cautiously inspect the goods. The consumer shall bear the costs for loss of value, which is caused by the use exceeding pure examination, and which leads to the consequence that the goods can no longer be sold as "new".

Section 5 Remuneration

1. The offered purchase price or the prices from the current price list are binding. The Value Added Tax is calculated and reported separately for companies. For consumers, the statutory Value Added Tax is included in the purchase price. If the goods are shipped a postage and packaging charge of Euro 5.00 is added to the purchase price. No additional costs occur to the customer for using electronic channels of communication when ordering. The customer may pay the purchase price cash on delivery, by invoice or payment in advance.
2. The customer agrees to pay the purchase price within 30 days of receipt of the goods. After this period the customer is in default of payment. The consumer is obliged to pay interest at 5% above the base rate during the period of default of payment.

Companies shall pay interest during the default of payment at the rate of 8% above the base rate. For a company, we reserve the right to prove and claim greater damage caused by the default of payment.

3. The customer only has a right to offset if his counterclaims are found to be legally effective or enforceable or recognized by us. The customer can exercise a right of retention if his counterclaim is based on the same contractual relationship.

Section 6 Passing of the Risk

1. If the buyer is a company, the risk of accidental loss and accidental deterioration of the goods passes to the customer upon delivery, in case of purchase to destination, upon the delivery of the goods to the forwarding agent, freight carrier, or any other person or institution charged with the execution of the shipment.
2. If the buyer is a consumer, the risk of accidental loss and accidental deterioration of the goods shall transfer to the buyer upon delivery to the buyer, even when the item is shipped.
3. Default of acceptance by the buyer shall be equivalent to delivery or acceptance.

Section 7 Warranty

1. If the buyer is a company, we offer a guarantee for defects in the goods by repairing the defects or by providing a replacement, at our discretion.
2. If the buyer is a consumer, they have the choice as to whether the subsequent performance should occur by means of repair or by providing a replacement. However, we are entitled to refuse the chosen subsequent performance, if it brings about excessive expenses and if the other subsequent performance does not cause any substantial disadvantages for the customer.
3. If the subsequent performance fails, the customer may, at their option, demand a reduction of the remuneration (abatement) or to demand that the contract be rescinded (withdrawal). In the event of an insignificant contractual violation, particularly with respect to minor defects, the customer shall have no right of withdrawal.
4. Contractors shall immediately advise us in writing of any obvious defects within a period of two weeks from receipt of the goods, otherwise the assertion of the warranty claim is excluded. Punctual dispatch suffices to be in compliance with the deadline. The company bears the burden of proof pertaining to all claims, in particular to the defect itself, for the point in time that the defect was found and to the timeliness of the notification of the defect. Consumers must inform us in writing within a period of two months after establishing that the condition of the goods does not comply with the contract. Compliance with this deadline is based on receipt of the notification by us. If the consumer fails to notify us, all warranty claims expire two months after discovery of the defect. This does not apply in the event of malice on the part of the seller. The burden of proof for the exact time at which the defect was established lies with the consumer. If the consumer was persuaded to purchase the goods through inaccurate claims of the manufacturer, the consumer shall bear the burden of proof for their purchase decision. For used goods, the consumer shall bear the burden of proof for the deficiency of the goods.
5. If the customer chooses to withdraw from the contract on account of a legal or material defect after subsequent fulfilment has failed, they shall have no claim for damages due to the defect. If the customer chooses to claim for damage after unsuccessful supplementary performance, the goods remain with the customer, provided this is reasonable. Damages shall be limited to the difference between the purchase price and the value of the defective goods. This shall not apply if the breach of contract is due to fraudulent intent on our part.
6. For companies the warranty period is one year from date of delivery. For consumers the statute of limitations is two years from date of delivery. For used goods, the statute of limitations is one year from date of delivery. This shall not apply if the customer has not notified us of the defect in good time (Point 4 of this section).
7. If the buyer is a company, only the product description described in the manufacturer's product specification shall be considered as agreed upon. Public statements, recommendations or advertising by the manufacturer shall not constitute contractually guaranteed characteristics of the goods.
8. The customer does not receive warranties in the legal sense from us. Manufacturer warranties are not affected.

Section 8 Limitation of Liability

1. In case of slight negligence, our liability is limited to average damages which are foreseeable, typical and directly related to the nature of the goods purchased. This also applies to slight negligence of our legal representatives or vicarious agents. We are not liable to companies for infringements of inessential contract duties due to slight negligence.
2. The above limitations of liability do not affect the customer's product liability claims. Furthermore, the limitations of liability shall not apply in the case of bodily and health injuries attributable to us or by the loss of life of the customer.
3. Claims for damages by the customer due to a defect shall expire one year from date of delivery. This does not apply if we are accused of malicious intent.

Section 9 Final Provisions

1. This Agreement is governed by the laws of the Federal Republic of Germany. The provisions of the UN convention on the international sale of goods (CISG) do not apply.
2. If the customer is a businessman, legal entity under public law or public special fund, the exclusive place of jurisdiction for any disputes arising from this contract is our place of business. The same applies if the customer does not have a general place of jurisdiction in Germany or where the customer's domicile or usual abode at the time of the claim is not known.
3. If any provision of the contract with the customer including these General Terms and Conditions are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision which conforms as closely as possible to the economic purpose of the invalid provision.