

Terms & Conditions

Scope of Conditions

- 1.1. Our following general terms and conditions apply to all contracts with merchants and non-merchants regarding the delivery of newly manufactured goods that we offer for sale in our catalogs. In dealings with non-merchants, they become part of the contract under the conditions of §2 AGBG upon conclusion of such contracts.
- 1.2. Deviating purchasing conditions of the customer shall only apply with our written consent. We hereby expressly reject any confirmations from the buyer containing deviating conditions.
- 1.3. The legal invalidity of individual provisions does not affect the validity of the remaining content.
- 1.4. Where these T&Cs do not contain regulations, the content of the contract shall be governed by the laws of the Federal Republic of Germany.
- 1.5. The seller's terms and conditions explicitly apply and take precedence in the contract.

Contract Conclusion

- 2.1. Our offers are non-binding. The purchaser is bound by their order until rejected by us, but no longer than 8 weeks. The contract is concluded upon our declaration of acceptance (order confirmation) or by delivery/performance within the acceptance period.
- 2.2. Our sales representatives are only authorized to receive orders, not to conclude contracts.
- 2.3. Individual agreements (e.g., delivery time, pricing, guarantees, or deviations from these T&Cs) must be in writing. This requirement cannot be waived.
- 2.4. Specifications regarding form, color, performance, and images are approximate and non-binding unless explicitly stated otherwise.

Delivery

- 3.1. With conclusion of contract, we commit to delivering the goods free of defects within the agreed timeframe. If no deadline is set, a period of 4-8 weeks from contract date applies.
- 3.2. Minimum order value is EUR300 net. For smaller orders, a EUR7 handling fee is charged.
Deliveries within Germany: Orders of EUR1000 net or more per delivery address and date are delivered free of charge at buyer's risk. Below that value, a 5% shipping flat rate (based on net order value) is charged.
Deliveries outside Germany: 10% shipping flat rate (based on net order value).
- 3.3. Clearance or special-priced items are delivered by arrangement from Ludwigsfelde warehouse.
- 3.5. Packaging is not charged and not taken back.

3.6. For custom-made products, delivery time starts only once we receive all necessary documents (e.g., drawings, templates, samples).

3.7. If changes or additions are requested, delivery time is extended appropriately.

3.8. In case of delay or non-performance on our part, compensation claims (according to §326 BGB) are limited to 5% of order value unless gross negligence or intent applies. Further claims are excluded as far as legally permitted.

Prices

4.1. Prices in our lists, ads, and brochures are non-binding and only valid upon written order confirmation.

4.2. Our prices are in EURO, net of VAT. The catalog prices valid on the date of contract apply.

Place of Performance, Jurisdiction, Severability

5.1. These terms and the entire legal relationship are governed by the law of the Federal Republic of Germany.

5.2. Place of performance for all payments is our company's registered office. If the buyer is a merchant, Potsdam District Court has jurisdiction.

5.3. If any clause is or becomes invalid, the validity of the remaining clauses remains unaffected.

Warranty

6.1. If the delivered goods are defective, the buyer may only demand rectification. If this is impossible, they may demand a replacement. Only after two failed attempts may the buyer request a price reduction or cancellation of contract.

6.2. Shortages must be reported in writing within 8 days of delivery, including our delivery note. Otherwise, delivery is considered approved.

6.3. All further claims, including consequential damages, are excluded as far as legally permissible.

Payment Due Date

7.1. Unless otherwise agreed in writing, payment is due on the calendar day in the following month corresponding to the invoice date (e.g., invoice dated March 3 -> due April 3).

7.2. Timeliness is determined by the date payment is received, not sent.

7.3. Late payment invalidates any granted deferrals for other invoices. This applies to insolvency or check protest cases.

7.4. Discount and bill of exchange charges are borne by the buyer.

Default Interest

8.1. Both parties may claim interest on overdue receivables based on standard bank interest rates, but at least 9% per year.

8.2. No interest accrues if:

- a) the claim is deferred;
- b) the creditor is in default of acceptance per §§ 293 ff BGB;
- c) the debtor was entitled to deposit payment and did so.

8.3. Later deferrals do not cancel the obligation to pay interest.

Retention of Title

9.1. Goods remain the seller's property until full payment, including all incidental costs, is received.

9.2. Retention also applies if individual receivables are included in a current account.

9.3. Buyer may only resell under the condition that receivables per 9.5 are assigned to the seller.

9.4. Buyer's resale rights expire upon our revocation due to financial deterioration or non-payment after three reminders, or insolvency filing.

9.5. Buyer hereby assigns to us any claims from resale. We accept this assignment.

9.6. Buyer may collect receivables unless in default or if revocation occurs. We are then authorized to notify third-party debtors directly.

9.7. If the total value of security exceeds our claims by 20%, we will release excess security upon buyer's request.

Complaints, Returns, Credit Notes

10.1. Complaints must be submitted within 7 days in writing, stating invoice or delivery note number. Unpaid returns will not be accepted.

10.2. Returns will be picked up by us or approved for destruction by agreement.

10.3. Credit notes are only issued for complaint rates above 1% of the net invoice amount and no less than EUR10.

Offsetting

Buyers may only offset against our claims if their counterclaims are undisputed or legally binding.

Jurisdiction Agreement

12.1. For property claims arising from the purchase contract, the competent court is Potsdam District Court, provided both parties are merchants and no exclusive jurisdiction exists.

12.2. This applies also if:

- a) the buyer resides abroad or in an EU country;
- b) the defendant has moved outside Germany or their residence is unknown at the time of litigation.