

General Terms of Sale

Product information

All of the information regarding the products has been carefully compiled and is correct to the best of our knowledge and conscience. We reserve the right to make technical modifications. However, we assume no liability by publishing or for printing errors.

Prices

The prices are subject to change without notice, and are in Euros exclusive of the respective statutory VAT applicable on the invoice date. The right to make any necessary price changes and to correct any errors remains reserved. The prices are applicable in the Federal Republic of Germany.

Delivery

Our prices include the costs of postage and packaging within the Federal Republic of Germany. In the case of orders below an order value of EUR 150.00, we charge a packaging and shipping flat-rate fee in the amount of EUR 15.00. Urgent orders are charged for separately according to time and costs.

Retention of title

We reserve the ownership in the goods until all of the claims arising out of an ongoing business relationship have been settled in full. The contract partner undertakes to inform us without undue delay about any third-party access to the goods, for example in the event of a distraint, as well as about any damage to or destruction of the goods. The contract partner is obliged to inform us without undue delay about a change of possessor of the goods as well as a change of the contract partner's own domicile. The contract partner is entitled to sell the goods on in the ordinary course of business. It hereby assigns now all claims in the amount of the invoice amount which accrue to it against a third party as a result of the onward sale. We hereby accept the assignment. After the assignment, the contract partner is authorised to collect the claim. We reserve the right to disclose the assignment and to collect the debt ourselves as soon as the contract partner does not duly comply with its payment obligations and is in default of payment.

Warranty

According to our choice, we render subsequent performance for defects in the goods supplied by us either through rectification of the defect or through the supply of a flawless new item. If the subsequent performance fails, then the contract partner is entitled, according to its choice, to reduce the purchase price or to rescind the contract. Claims based on a defect become time-barred after the expiry of one year from the commencement of the statutory period of limitations.

Liability

Compensation claims based on breaches of obligation are excluded. Compensation claims which are excluded from the exclusion of liability are those which are based on a grossly negligent or intentional breach of obligation by our company, our legal representatives or vicarious agents.

The exclusion of liability does not apply for damage or loss connected with loss of life, physical injury or damage to health which occurs due to an intentional or negligent breach of obligation by our company, our legal representatives or vicarious agents, either.

Place of performance and legal venue

The place of performance and the legal venue is Oberhausen/Rhineland.

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