

# GENERAL TERMS AND CONDITIONS

## 04/2018



### §1 Validity of the conditions

Our deliveries, services and offers are provided exclusively by on the basis of these terms and conditions. These therefore apply also for all future business relations, even if they are not expressly agreed again. At the latest when the order is placed these terms and conditions shall be deemed accepted. Counterconfirmations of the buyer with reference to his terms and conditions of business is herewith contradicted, respectively need these our terms and conditions are subject to our express written confirmation. Apply only to entrepreneurs within the meaning of § 310 BGB.

### §2 Offer and conclusion of contract

Our offers are subject to change and non-binding subject to prior sale. Misprints, Errors as well as design and technical changes reserved. Declarations of acceptance and all orders require our confirmation in text form to be legally valid. The same applies to additions, modifications and collateral agreements.

### §3 Prices

The prices are subject to change and apply from Bodenwerder warehouse including VAT. Packaging. The prices are calculated on the day of delivery valid prices. For orders under € 50,- we charge a handling fee of € 7.00. From an order net value of 250,-€ if delivery is free domicile/boundary, the order value is below this amount we charge a flat shipping fee per package of € 7.00. Our invoices are payable net within 30 days after receipt of goods. On payment within 8 days we grant 3% discount. We're keeping the right to increase prices if, after conclusion of the contract Cost increases, in particular due to increases in material or purchase prices, enter. All outside Germany arising taxes, fees or other levies are to be paid to Burdens of the buyer. Correctly ordered, delivered and defect-free Goods will not be taken back. In exceptional cases, which requires our express consent, the Goods in perfect, saleable condition and in original packaging with a flat-rate deduction of at least 20% restocking fee will be credited. Costs incurred for redemption are calculated.

### §4 Time of Delivery and Performance

1. The dates and deadlines stated by us are not binding, unless otherwise expressly agreed in writing was.
2. Delays in delivery and performance due to force majeure and due to events that make delivery considerably more difficult for us or make it impossible, we have the right to withdraw from the contract even in the case of binding agreed deadlines and dates. They entitle the delivery or service for the duration of the impediment. Plus a reasonable start-up time or because of the not yet fulfilled part wholly or partly of the to withdraw from the contract.
3. Arrears below 50,- € will be delivered with the next order for shipping.

### § 5 Transfer of risk

The risk shall pass to the buyer as soon as the consignment is sent to the person performing the transport has been handed over, or has left our warehouse for use. If the shipment becomes impossible through no fault of its own, the risk shall pass with the notification of readiness for dispatch to the buyer.

### § 6 Retention of title

1. We retain title to the delivered goods until the date of delivery. Full payment of the purchase price. The buyer shall keep in safe custody our property free of charge. Goods to which we have title is entitled to, is hereinafter referred to as reserved goods.
2. The buyer is entitled to return the goods subject to retention of title in the proper manner. Business dealings, as long as it is not in

the pledge or transfer by way of security. Is inadmissible. The proceeds from the resale or other Legal reason (insurance, tort) with regard to the The buyer already assigns claims arising from goods subject to retention of title. Now for safety's sake in its entirety to us. We authorize revocably, the claims assigned to us for to collect our invoice in our own name. At our request the buyer will disclose the assignment and will provide the necessary information and documents.

3. In the event of access to the reserved goods by third parties, the buyer shall be entitled to our property and inform us immediately. Costs and damages are borne by the buyer.

4. in the event of breach of contract on the part of the buyer - in particular default of payment we are entitled to return the goods subject to retention of title at the expense of the buyer or, if necessary, the assignment of the claims for surrender of the buyer against third parties. In the taking back as well as the seizure of the reserved goods by we have - insofar as the Disbursement Act does not apply - no withdrawal from the contract.

5. The supplier shall provide the securities to which it is entitled in this respect as their realisable value exceeds the securing claims, if these have not yet been paid, by more than 20 %.

### § 7 Payment

1. We are entitled, despite other provisions of the buyer's payments are initially offset against his older debts. If costs and interest have already been incurred, we are entitled, the payment first on the costs, then on the interest and to be credited last against the main service.
2. A payment shall only be deemed to have been made when we have received payment of the amount. To be able to dispose of. In the case of cheques, payment is deemed to have been made, when the check is cashed.
3. If the buyer is in default, we shall be entitled to demand payment from the relevant supplier. From the date of interest in the amount of the interest rate charged by the commercial banks. Calculated interest rate for open overdrafts, at least, however, in the amount of 5% above the respective discount rate of the Deutsche Bundesbank, plus the statutory value-added tax, to calculate.
4. If the buyer does not meet his payment obligations, in particular, not cashing a cheque or his payments or if we become aware of other circumstances, which call into question the creditworthiness of the buyer, then we are to declare the entire remaining debt due, even if we have we've accepted checks. In this case we are also is entitled to demand advance payments or the provision of security.
- 5 The buyer is entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted only if we have expressly stated in text form or if the counterclaims have become res judicata have been.

### § 8 Warranty and Limitation of Liability

Upon receipt, the goods are to be checked immediately for correctness, completeness and intactness and to check defects within of 2 days in text form. The prerequisite is that the the goods have been properly acknowledged. Arising by omission further defects or damages to this notification, is warranty 255 of the company. Damage in transit is on the consignment note to certify. We are liable according to the legal regulations, if claims for damages are asserted, which are based on intent or gross negligence including intent or gross negligence. Gross negligence of our representatives or vicarious agents. As far as we are not accused of intentional breach of contract the liability for damages is limited to the foreseeable, typically occurring damage. In case of injury an obligation the fulfilment of which is essential for the proper implementation

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of the contract in the first place and to ensure compliance with it. The customer may regularly trust (essential contractual obligation), we shall be liable in accordance with the statutory provisions. In this case the liability for damages on the foreseeable, typically occurring damage. The liability for culpable injury to life, body or health is excluded untouched. This also applies to the mandatory liability according to the Product Liability Act. The limitation period for warranty claims of the customer is 1 year. The warranty period begins with the dispatch of the goods to the customer. The above Reduction of limitation periods does not apply to claims for damages of the customer due to a breach of essential contractual obligations.

### § 9 Complaints

In the event of a justified complaint, we reserve the right to defects or by taking back the goods free of charge. To supply a replacement. Complaint goods are to be sent to us carriage paid. Credit notes for which we generally charge 20% WAY are non-refundable and must be paid for through orders. Can be compensated. All other claims, including consequential damages, are not recognized. The warranty expires if installation and treatment instructions are not complied with or the article is altered by the installation of parts of other origin. For goods, we assign our claims against the customer in the event of a complaint. The manufacturer directly to the customer.

### § 10 Applicable law, place of jurisdiction, partial invalidity

1. For these terms and conditions and the entire legal relationship between us and the purchaser, the law of the Federal Republic of Germany shall apply.
2. As far as legally permissible, Hameln is the exclusive place of jurisdiction. Without regard to the value of the subject matter of the dispute for all resulting directly or indirectly from the contractual relationship Disputes.
3. If any provision of these terms and conditions or a provision in the context of other agreements is invalid the effectiveness of all other provisions shall not be affected by this. Provisions or agreements are not affected.

Illustrations may differ slightly from the product. We reserve the right to make changes in the interest of technical progress. Decoration not included. For printing errors and deviations of the goods from the illustrations no liability is assumed. The information was prepared in accordance with and compiled to the best of our knowledge and belief. No liability can be derived from this.

### HP Autozubehör

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