Conditions

Terms of Delivery and Payment

1. Delivery

a) Delivery of the goods shall be ex factory, risks for account of the purchaser. The purchaser shall bear the shipping costs. The goods shall be shipped uninsured.

b) In case of force majeure, industrial action, official measures and similar interruptions of operations which are not due to negligence and wich have continued or are likely to continue for longer than 1 week, the period for delivery or acceptance shall be extended automatically by the duration of the interruption.

c) Once the delivery period has elapsed a delayed-delivery period of the same duration shall commence without specific declaration.

d) Claims on the part of the purchaser with regard to delayed-delivery are precluded before the delayed-delivery has elapsed.

2. Notification of Defects

a) Complaints shall be sent to the vendor not later than 1 week after receiving the goods.

b) The goods cannot be returned without the agreement of the vendor.

c) Once cutting or any other work has been performed on the goods delivered or in case of special designs, any complaint shall be precluded.

d) Customary or slight and technically unavoidable deviations in quality, colour, width, weight, finishing or the design may not be the subjects of a complaint.

3. Payment

Advance Payment for new customers.

4. Mode of Payment

a) Payment shall be made in cash, by paypal or girotransfer. Any other deductions (e. g. for postages) are inadmissible.

b) Bills, insofar as they are taken in payment, shall only be accepted against reimbursement of bank, discount and collection charges . Bills and acceptances with a term of more than 3 month shall not be accepted.

5. Reservation of Ownership

The goods delivered shall remain the property of the vendor until payment. Any pledging or assignment of these goods as security to third parties is precluded without the agreement of the vendor. The purchaser must inform the vendor immediately if these goods are attached by a third party.

6. Place of Performance

The place of performance for all supplies and services pertaining to the supply contract is Blaubeuren.

7. Place of Juridiction

The place of juridiction (also for actions on bills and cheques) is Ulm, (BRD)