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We are pleased to help you: +49 (0) 7684 780!

# Terms and conditions

## A. Contract

1. All of our products and services are manufactured and supplied solely in accordance with the following conditions.
2. We are not bound by conditions of purchase or statements to the contrary on the part of the buyer, even if objections to them were not explicitly raised. The buyer acknowledges and accepts our conditions of sale on the placement of an order and, at the latest, on receipt of our goods.
3. Our offers are subject to change. We shall only be bound by orders and any agreements that differ from these terms and conditions if they have been confirmed by us in writing.
4. If goods are ordered that are made to customer specifications or are clearly tailored to the customer's requirements and the order constitutes a consumer contract as defined in section 312 of the German Civil Code (Bundesgesetzbuch/BGB), the customer has the right to cancel the order in accordance with sections 355,312 d BGB. The right to cancel must be exercised by the customer in writing within two weeks of receiving written notice and written instruction in relation to the right of revocation and on receipt of the goods by the customer. Prompt dispatch of the cancellation is sufficient for compliance with the time-limit. Should the right of revocation be exercised within the defined period, the customer must return the goods to us immediately. If the goods are being returned to us by post, the customer shall bear the postage costs of goods.
5. Apart from the right of revocation in accordance with section 356 BGB, there is no further right of return of ordered goods. With the exception of the cases provided for by law, it is not possible to cancel an order. In individual cases, we may, at the customer's request, exchange goods for which a binding order has been made. In such cases, the customer shall bear the cost of returning the goods ordered.

## B. Delivery

1. We make every effort to adhere to the delivery dates we specify; however, these schedules are non-binding.
2. The delivery period begins on the date on which the order is confirmed and all conditions of the transaction agreed; it refers to the time of despatch of the goods from the factory or warehouse.
3. The delivery period shall be extended if the customer defaults on his obligations to us. In the case of force majeure or unforeseeable events over which we have no control, all agreed delivery schedules shall be extended accordingly; this shall also apply if our supplier is affected by such an event.
4. Should we default on our obligations, the buyer must set an appropriate extension of the deadline. Once this deadline has passed, the buyer may withdraw from the sale, provided that the goods have not been registered as ready for despatch on the expiry of the deadline.
5. Partial deliveries are permissible.
6. We reserve the right to make changes to the colour and design of the products, make technical improvements to them, rectify mistakes and printing errors and to cancel the purchase agreement.

## C. Price and payment

1. We accept no liability for the correctness of the prices shown. All prices are ex-factory or warehouse and exclude VAT and any packaging costs. The purchase price for all items purchased shall be that specified in our list price as effective on the day of delivery. Should the buyer exceed the payment term, interest charges equivalent to the cost of a short-term bank loan shall be levied.
2. The invoice is payable in cash or on delivery if no agreement has been reached to the contrary. First-order customers shall pay on delivery, or in advance less a 4% discount. Delivery may be made on the basis of an invoice

if an agreement has been reached to this effect. Payments shall then be made in accordance with the agreed terms and conditions. Invoices of up to € 80.00 are payable immediately without discount. Should the buyer exceed the payment term, interest charges equivalent to the cost of a short-term bank loan shall be levied.

3. Cheques are only accepted on account.

4. Other means of payment or finance require our prior consent in writing.

## D. Despatch and transfer of risk

1. Insofar as the buyer does not provide specific instructions, we select the haulier or carrier to be used. The buyer shall bear the cost of delivery. Any freight fees shall be charged to the buyer. Insurance against damage or loss shall only be taken out at the express and explicit wish of the buyer.

2. Risk, including that of confiscation, shall be transferred to the buyer when the items are consigned to the haulier or carrier; at the latest when they leave the factory or warehouse.

## E. Reservation of title

1. All goods delivered remain our property (subject to retention of title) until all claims to which we are entitled are met, irrespective of their legal basis; these include, in particular, the relevant outstanding balance.

## F. Guarantee / Liability

1. The buyer is under obligation to check the goods immediately and submit a written complaint about any obvious defects, quoting the order number, as soon as possible and, at the latest, within one week of receipt of the goods. Any other defects must be reported in writing as soon as possible and within a week of their discovery at the latest. We must be given the opportunity to examine the item in question immediately.

2. The means of rectification of faults shall be determined by us and shall only take the form of repair, replacement or the provision of an appropriate credit note.

3. All claims on the part of the buyer arising from non-delivery or incorrect delivery or breaches of contractual obligations for delivery shall lapse six months from the date of despatch of the goods.

4. Should returned goods show signs of use or damage, we reserve the right to enforce a claim for compensation. G. Place of fulfilment and court of jurisdiction

1. The place of fulfilment and court of jurisdiction for both contractual parties is Freiburg. This is also applicable to legal action brought in respect of a refund or replacement of the goods, cheque or credit note procedures and enforcement proceedings.

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