

1. General, Scope of Application

1.1

Our General Terms of Sale and Delivery (GTSD) shall apply exclusively. We do not recognize any of the Customer's terms and conditions that deviate from or contradict these unless we have expressly acknowledged their validity in writing.

1.2

All agreements reached between us and the Customer during contract negotiations or in the execution of the main contract are laid down in writing in this contract. No agreements were made other than the ones contained herein. Additional verbal agreements shall only apply if we confirm them in writing.

2. Offer, Proposal Documentation

2.1

Quotations are provided to the Customer based on current prices at time of quotation and are valid for 30 days from quotation date.

2.2

The purchase order signed (albeit electronically) by the Customer shall be a binding offer and acceptance of our terms and conditions. The written order acknowledgment (including in electronic form) shall be deemed acceptance of the purchase order.

2.3

All confirmed orders will be deemed as binding and deliverable unless confirmed and agreed by us in writing.

2.4

We reserve the property rights and copyrights to illustrations, drawings, calculations, and all other proposal documentation.

3. Prices, Payment Terms, Customer Default, Exclusion of Set-Off

3.1

Unless otherwise agreed, our prices shall be in GBP, plus the legal VAT applicable.

3.2

Unless otherwise stipulated in the order acknowledgment, and agreed in writing to the contrary, 50% of the purchase price, or any monies exceeding your agreed credit limit, whichever is the greater, shall be due and payable at time of ordering, with the remaining balance, including any delivery charges, due and payable 30 days after invoice date. Invoices are generated on date of despatch of goods.

3.2.1

All new customers will be placed on proforma terms for their first 2 orders, with a view to moving over to terms as noted in 3.2 above, subject to our discretion.

3.2.2

All non-UK customers will be on proforma terms for the duration.

3.3

In the absence of a special agreement, the prices shall be EXW (ex-works) incl. packaging, but not customs and ancillary fees.

3.4

Expenses caused by the relevant payment transactions shall be borne by the Customer. This shall also apply to bank charges arising from chargebacks. In addition, in case of non-payment or chargeback on a cheque or bill of exchange, we shall be entitled to demand a lump sum administrative fee in the amount of 20.00 GBP plus VAT from the Customer.

All payments must be made to us and, according to the terms of payment, described in the order acknowledgment.

3.5

The Customer shall be deemed in default upon failure to make payment to us or to provide us with an equivalent payment schedule within 30 days after the due date. Default interest will be added at 5% of overdue invoice total incrementally for every calendar month payment remains outstanding.

3.6

The payments must be made into designated bank accounts as described on the order confirmation.

3.7

If the Customer is more than 30 days late on payment, all future despatches will be placed on hold and only released on clearance of outstanding debt.

3.8

If the customer defaults on credit payment terms they will be placed back on to proforma terms for any further despatches or orders. Terms will be reviewed at regular intervals.

3.9

The warranty provisions listed below shall not affect the obligation to fulfil the payment terms agreed upon.

4. The Customer's Scope of Supply, Delivery Time, Obstacles to Delivery, Delivery Delay

4.1

If not otherwise defined in the order acknowledgment, we shall be entitled to make partial deliveries, provided this is acceptable to the Customer.

4.2

In the event of unforeseeable, extraordinary, or other circumstances we cannot be held responsible for, such as, for example, interruptions in operations due to force majeure or our supplier's inability to deliver, labour disputes, particularly strikes and lockouts, that is, circumstances that lie outside our sphere of influence, the delivery deadline shall be extended for the duration of these events. This shall also apply if our suppliers are affected by such circumstances.

These circumstances shall also bring about an extension of the delivery deadline if they occur during an already existing delay.

5. Transfer of Risk

5.1

Risk shall be transferred to the customer as soon as the delivery / partial delivery has been handed over to him or to the person performing the transport.

6. Default of Acceptance, Compensation for Non-Acceptance

6.1

If the Customer unjustifiably refuses to accept the goods ordered, or if he withdraws from the contract without justification, then we shall be entitled to demand compensation for the additional expenses we must incur for the failed delivery, as well as for the return transport, storage, and maintenance of the delivery. We shall also be optionally entitled to demand a lump sum administrative fee in the amount of 3% of the net value of the order for the additional expenses the Customer is liable for. Furthermore, after a reasonable grace period granted to him expires without result, we shall be entitled to withdraw from the contract and/or to demand compensation for damages in lieu of the performance in the amount of a lump sum of 25% of the net value of the order plus the full cost of the original order.

6.2

If the Customer wrongfully cancels an order issued to us, or wrongfully rescinds an order issued to us, or wrongfully refuses to accept goods ordered from us, or refuses to fulfil any other contractual obligations assumed by him, then, after a reasonable grace period granted to the Customer has expired without result, we shall, for our part, be entitled to refuse to fulfil the contract and to lodge a claim against the Customer for payment of a lump sum compensation for losses in the amount of 25% of the net value of the order over and above the additional expenses owed as per Subparagraph 6.1 plus the full cost of the original order.

7. Liability for Defects

7.1

In the case of a legitimate and timely notice of defects - this shall also include missing features that were guaranteed - we shall be entitled, at our own discretion, to correct the defective goods or to supply replacements. We shall be entitled to perform more than two attempts to rectify the defects, provided this is acceptable to the Customer. With respect to the warranty, the same shall apply to the replacement part and the repair as to the original delivery item. Parts that have been exchanged or replaced shall pass into our ownership if they are not already covered by our retention of title.

7.2

The Customer shall be obliged to permit us to examine the defective delivery item at our discretion, either on the Customer's premises or on our own.

After making notice of defect, the Customer must give us the time and opportunity we need to undertake all repairs or replacement deliveries we may reasonably deem necessary. Only in urgent cases where there is a risk to work safety, or to prevent disproportionately large damage, shall the Customer have the right to remedy the defect himself or to have it remedied by third parties, and to demand reimbursement of the necessary expenses from us. We must be immediately informed of such situations.

7.3

If, after a failed attempt to rectify the defect, the Customer elects to withdraw from the contract, the Customer shall not be entitled to any additional claim for damages because of the defect.

7.4

If the Customer makes an unjustified warranty claim against us, then he must compensate us for all costs arising in connection with the examination of the goods, providing he can be held responsible for making the claim against us in a careless, grossly negligent, or deliberate way. The costs shall amount to a lump sum of 2% of the net value of the goods that were reported to be defective.

7.5

For critical third-party products, our liability shall be limited to the assignment of the warranty claims that we are entitled to against the supplier of the third-party product.

7.6

The assignment of the Customer's warranty claims to third parties shall be excluded. If the Customer sells the articles we supplied to third parties, he shall be forbidden to refer to us because of the legal and/or contractual warranty claims involved.

8. Obligation to Inspect and Give Notice of Defect

8.1

The Customer must examine the goods immediately after delivery, to the extent that this is feasible in the proper course or flow of business. If a defect becomes apparent (including wrong delivery and short delivery), we must be immediately notified of this. The time limit for filing a notice of defect shall be a maximum of five (5) business days. The receipt of a written notice of defect shall be decisive. We must be provided with proof of the time of discovery at the same time as the notice of defect. In the case of partial deliveries, these provisions shall apply as of the moment of delivery in each case.

8.2

Neither the commercial Customer's claims based on liability for defects nor his damage claims shall apply unless he meets his obligations as described in 8.1.

8.3

The commercial Customer must return the goods reported as being defective to us, freight prepaid, in the original or equivalent packing.

9. Guarantees

9.1

Unless otherwise contractually agreed, we do not ensure any qualities of the goods and do not issue the Customer any guarantees. In addition, we also shall not assume any kind of procurement risk.

9.2

If the manufacturer issued any guarantees, the Customer's claims against him shall not be affected.

10. Liability and Liability Limitations

10.1

Unless otherwise stipulated in these general terms of sale and delivery, including in the following provisions, our liability in the event of a violation of contractual or non-contractual obligations shall be determined by the relevant statutory regulations.

10.2

Unless otherwise defined contractually or in the above provisions, our liability shall be excluded for slightly negligent breaches of obligation, unless such damages as were caused by us relate to injuries to life, limb or health, or to the violation of a crucial contractual obligation (material contractual obligation), or if the circumstance that resulted in damage was fraudulently concealed by us, or if the damage incurred by the Customer can normally be covered as part of product liability insurance.

A material contractual obligation as understood in this regulation shall be viewed as any essential duty of a contract requiring reciprocal performance or counter performance.

10.3

Our liability shall be excluded if the Customer or third parties improperly make modifications or repairs to the goods delivered without our prior consent.

11. Limitation

11.1

The warranty period for the purchase of new and used goods shall be one (1) year from the time the goods are delivered.

11.2

The Customer's right to claims for damages to goods purchased shall expire one year after the goods are delivered. This shall not apply if we may be reproached for fraud or malice.

12. Retention of Title, Copyright

12.1

We shall retain ownership of all articles and materials delivered until all payments deriving from the respective contract have been received.

13. Final Provisions

13.1

As pointed out, we shall record the data of all business partners in files and process it. The Customer agrees with our storing the data in compliance with current GDPR regulations.

13.2

Side agreements to these conditions and alterations to the concluded contract or to these conditions must be in writing to be valid.