

Terms and Conditions

§ 1 Scope of application

(1) These Terms and Conditions of Sale shall apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 Paragraph 1 BGB (German Civil Code). We shall only recognise any terms and conditions of the customer which conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.

(2) These Terms and Conditions of Sale shall also apply to all future transactions with the customer, insofar as these are legal transactions of a similar kind.

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer in accordance with § 145 BGB, we may accept it within two weeks.

§ 3 Documents provided

All documents handed over to the customer in connection with the placing of the order, e.g. calculations, depictions, etc., we reserve all proprietary rights and copyrights. These documents may not be made accessible to third parties unless we give the customer our express written consent to do so. As far as we do not accept the offer of the customer within the period of § 2, these documents are to be returned to us immediately.

§ 4 Prices and payment

(1) Unless otherwise agreed in writing, our prices are quoted from the factory, excluding packaging and packaging plus VAT at the applicable rate. Packaging costs will be invoiced separately.

(2) Payment of the purchase price shall be made exclusively to the named account. The deduction of a cash discount is only permitted in the case of special written agreement.

(3) Unless otherwise agreed, the purchase price shall be payable within 30 days of invoicing. The We reserve the right to assert higher damages caused by default.

(4) Unless a fixed price agreement has been made, reasonable price changes shall remain reserved due to changes in labour, material and distribution costs for deliveries made 3 months or later after conclusion of the contract.

(5) When a new business relationship is established, advance payment or cash on delivery may be demanded. Likewise, we are entitled to demand advance payment or to revoke payment deadlines granted if there are doubts about the solvency of the customer.

§ 5 Offsetting and rights of retention

The customer shall only be entitled to offset counterclaims if their counterclaims have been determined to be legally binding or if the counterclaims are undisputed. The customer shall only be entitled to exercise a right of retention to the extent that their own counterclaim is based on the same contractual relationship.

§ 6 Delivery period

(1) The commencement of the delivery period stated by us shall constitute the timely and proper fulfilment of the obligations of the customer. The exception of non-performance of the contract remains reserved.

(2) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses.

We reserve the right to assert further claims. Insofar as the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the time when the latter is in default of acceptance or payment.

(3) Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 Transfer of risk upon shipment

If the goods are dispatched to the customer at their request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest when leaving the factory/warehouse. This applies regardless of whether the shipment of goods from the place of performance or who bears the freight costs.

§ 8 Reservation of ownership

(1) We reserve the ownership of the delivered goods until full payment of all claims from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to them. We are entitled to take back the object of purchase if the customer behaves contrary to the terms of the contract.

(2) The customer is obliged, as long as the property has not been transferred to them, to handle the purchased goods with care.

(3) The customer is entitled to resell the reserved goods in the normal course of business. The buyer hereby assigns the claims of the customer from the resale of the reserved goods to us in the amount of the final invoice amount agreed with us (including VAT).

(4) The processing and remodelling of the purchased item by the customer is always carried out in our name and on our behalf.

§ 9 Warranty and notice of defects as well as recourse/manufacturer's recourse

(1) Warranty rights of the customer presuppose that the customer has duly fulfilled their obligation to inspect and complain under § 377 HGB (German Commercial Code).

(2) Warranty claims expire 12 months after delivery of the goods delivered by us to our customer. Our consent must be obtained before any goods are returned.

(3) If, despite all due care, the delivered goods have a defect that was already present at the time of transfer of risk, we will repair the goods, subject to the timely notice of defects at our discretion or replace the goods. It is always our opportunity to provide supplementary performance within a reasonable time. Recourse claims remain unaffected by the above regulation without restriction.

(4) Warranty claims do not exist in the case of only minor deviations from the agreed quality with only insignificant impairment of the usability, with natural wear or tear as in case of damage after the transfer of risk as a result of faulty or negligent treatment, excessive use, unsuitable equipment, defective construction, unsuitable ground or due to special external influences that are not required under the contract. If the customer or a third party improperly carries out repair work or changes, no claims for defects shall be made for these and the resulting consequences.

(5) Claims of the customer for the expenses required for the purpose of supplementary performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us are subsequently transferred to a location other than the customer's branch unless the shipment complies with its intended use.

§ 10 Other

(1) Place of fulfilment and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.

(2) All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

(3) Should individual provisions of this contract be or become ineffective or contain a gap, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with such a legally permissible provision that comes closest to the economic purpose of the invalid provision or fills in this gap.

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