

General terms and conditions

I. General information

1. The following terms and conditions shall be deemed as explicitly accepted by the buyer by the placement of the order with GALA-Kerzen GmbH (seller). Agreements to the contrary are only binding for us insofar as they are confirmed by us in writing. This shall also apply to possible Terms of Purchase of the buyer. A confirmation of the acceptance of the order is not required. Exclusively German law shall be deemed as agreed if doubts exist about the interpretation.
2. Terms and conditions of the buyer to the contrary as well as oral collateral agreements require the written confirmation of the seller in order to be legally valid.
3. The orders shall be deemed as accepted if they are not refused by the buyer within 8 days.

II. Place of performance and place of jurisdiction

1. The place of performance and place of jurisdiction for the delivery, payment and other disputes from the contract is the registered seat of the seller.

III. Deliveries and shipment

1. Shipments are made ex works (in the sense of INCOTERMS).
2. If the buyer requests other INCOTERMS, another shipment route or another type of shipment and if this is satisfied possible additional freight charges will be for its expense. The additional freight charges in case of express goods delivery will also be for the expenses of the buyer. In case of a defect to transport means, blockings of routes and similar events as well as, if applicable, with the default of the buyer with the acceptance or in the absence of the issue of shipping regulations we are entitled to store the goods at the account and risk of the buyer in its own or in a warehouse of a freight forwarder. The storages shall be deemed as fulfilment of the contract.
3. In case of transactions against a release order within a certain period of time the release order must be carried out within the envisaged deadline, otherwise the seller is entitled to cancel the contract and to claim damages. Each partial delivery shall be deemed as a fulfilment of an independent contract.
4. Agreed delivery times will be adhered to. The seller can exceed agreed delivery times up to 14 days without the buyer being entitled to claims for damages. Neither will they entitle to cancellation of the contract. The buyer cannot refer to insufficient interest in delivery (Section 281 BGB).
5. Each contractual partner is entitled to terminate the contract for an important reason without adhering to a period of notice. An important reason exists in particular if it can no longer be deemed reasonable for one contractual partner to adhere to this contract for any other reason due to the person of the other contractual partner by taking the circumstances of the individual case into consideration and the mutual interests, in particular if circumstances exist in the person of the other contractual partner, which allow it to be expected that it can permanently no longer satisfy its obligations from this contract.
6. Events of Force Major (war, strike, delivery blocks), raw material shortages and other events not to be represented by the seller reasons entitle the seller to delay the delivery for the length of the event of default or to cancel the contract.

IV. Reports of defects and exchange

1. Complaints can be taken into consideration if they are asserted within 8 days after the receipt of the goods. Fluctuations in the appearance of the delivered goods, insofar as such are customary for the trade or technical unavoidable, will not entitle to a report of defects.
2. An exchange can only be carried out as an exception by mutual agreement. Special productions are excluded from the exchange.
3. The liability for defects is excluded if it concerns an insignificant reduction in the value or the usability of the delivered goods, or there is excessive use or improper treatment or unsuitable storage and influences without our fault.
4. Possible claims of the buyer from warranty shall become statute-barred with the expiry of one year after delivery by the seller to the buyer.
5. Possible claims of the buyer against the seller from product liability will be limited to a maximum amount of EUR 10,000.00. All liability of the seller owing to damages due to defects or consequential damages due to defects are also limited to this maximum amount. This shall also apply to cases, in which a claim is asserted against the buyer by a customer and can assert claims for recourse against the buyer.

V. Price, Invoice and payment

1. The prices of the order confirmation apply. In case of missing order confirmation the prices of the offer apply. Additional services will be invoiced additionally.
2. The invoice is as a rule issued with the date upon which the goods are shipped and is payable 30 days after the date of issue without deduction.
3. The due date of the invoice has also to be respected in case the transport, the delivery or the acceptance of the delivered goods and services is delayed or made impossible due to reasons for which the seller is not responsible.
4. If the payment deadline is exceeded interest on default will be offset in the amount of 8 % above the respective valid interest rate for outstanding bank loans as well as incurred expenses, without this requiring a separate reminder.
5. The buyer undertakes to inform the seller immediately in writing about its filing of an application for insolvency.

6. If the buyer is in difficulties with payments such as e.g. insolvency all receivables from still outstanding invoices will be deemed due and payable immediately without this requiring a written request or be deemed in default.
7. The seller is entitled to refuse orders with insufficient liquidity or risk of insolvency of the buyer.
8. Changes to the costs for basic and auxiliary materials, for wages and freight charges or other costs, which from a calculable point of view lead to substantial changes to the costs prices, shall entitle both parties to request an adjustment to the prices. Price commitments, which are due to a mistake such as calculation errors, typing mistakes or printing errors, are binding for us.

VI. Responsibility

1. The Seller accepts his responsibility to assure the usability of the sold goods for the intended use in particular the chemical and mechanical characteristics of the products (e.g. durability) in case the use and safety instructions are respected. No responsibility is taken in case of use other than the intended use. The Buyer accepts his responsibility to inform the customer about the features, the usability and risks of the goods.

VII. Reservation of title

1. The property to the delivered goods shall remain reserved for the seller until the full payment of the purchase price and all other receivables of the seller from the business relationship with the buyer, with acceptances and cheques until these are encashed.
2. The buyer is entitled to sell the goods delivered under reservation of title in the proper course of business. However, the buyer may neither pledge, nor assign the goods subject to reservation of title as collateral to a third party until the full payment of all outstanding receivables of the seller. The buyer undertakes to inform the seller immediately in the event of an attachment or any other access of a third party and to send it a copy of the attachment protocol as well as an affidavit concerning the identity of the attached goods. The costs of intervention measures in case of accesses of third parties shall be borne by the buyer.
3. The entitlement of the buyer, to sell the goods delivered under reservation of title shall lapse with immediate effect if the buyer does not satisfy its payment obligations, albeit owing to attachment, loss of assets or insolvency. In this case the seller is entitled to request that the reserved goods are returned at the buyer's costs.
4. If the buyer sells the reserved goods of the seller it hereby now already assigns, in order to secure all claims to which the seller is entitled against the buyer, the receivable to which it is entitled from the sale against its buyers with all secondary rights to the seller. Upon request the seller undertakes to report the assignment to its buyers and to announce to the seller the names of the third party debtors and the amounts of the receivables from the resale and to provide all information that is necessary for the assertion of the rights against the third party debtors and to hand over documents. The buyer is revocably authorized at all times to collect the receivables against its buyers which have accordingly been assigned as long as it satisfies its payment obligations against the seller punctually. The buyer undertakes to remit incoming proceeds from the receivables assigned in advance to the seller immediately. Until the remittance the buyer has to store the proceeds from the receivables assigned in advance separately for the seller.
5. If the value of the collateral granted to the seller exceeds its receivables by more than 25% then the seller is accordingly obliged to the reassignment of release at the buyer's request.

VIII. Processing of data within the meaning of the BDSG [Federal Data Protection Act]

Samples and drafts: With the execution according to samples handed over by the orderer or according to its details it will assume full warranty for the non-existence of property rights of third parties. Samples and drafts produced by us will be charged and shall remain our property. They may neither be imitated, nor reproduced, nor made accessible to third parties or rival companies. Without the explicit consent of the seller the buyer may neither assign rights from the contract in full or in part to third parties. This shall in particular also apply to warranty claims and claims for damages.