

General terms and conditions - online shop

Reichmann & Sohn GmbH, Rudolf-Diesel-Straße 6-8, 89264 Weißenhorn

I. Scope of application

1. The following conditions apply exclusively to all online shops operated on our website, offers made by us and to all contracts concluded with us. They also apply to all future offers made or contracts concluded within the framework of the online shop, even if these are not separately agreed again.
2. Our offers and requests to submit offers on this website are aimed exclusively at entrepreneurs within the meaning of § 14 BGB, i.e. at natural or legal persons or partnerships with legal capacity who, when concluding the legal transaction, act in the exercise of their commercial or self-employed professional activity. We do not justify any legal transactions with consumers according to § 13 BGB.
3. Purchasing terms and conditions or deviating terms and conditions of the customer only apply if expressly confirmed by us.

II. Conclusion of the agreement

1. All our offers, especially those included on our websites, in catalogues, sales brochures or on the internet are non-binding. From a legal perspective, they are deemed to be an invitation to submit an offer.
2. Verbal promises made by the seller prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties are replaced by the text of the contract unless it results from this that the verbal agreements continue to be binding. Additions and amendments to the agreements made, including these conditions, must be in text form to be effective.
3. Orders are considered accepted if they are either expressly confirmed by us or are executed on time after receipt of the order. In the latter case, the delivery note and its contents are valid as an order confirmation. A confirmation of the receipt of an order does not yet count as an order confirmation.
4. Specifications of dimensions, weight and performance, illustrations and drawings are approximate unless we have designated them as binding.
5. In the case of cost proposals, plans, design drawings and other documents, we reserve the unrestricted ownership and copyright exploitation rights; they may only be made accessible to third parties with our consent and must be returned immediately if a contract is not concluded.
6. We reserve the right to make changes to the design or form during the delivery period, provided these are insignificant changes in performance and these are reasonable for the customer.

III. Delivery

1. Deadlines and dates for deliveries and services that we promise are always only approximate unless a fixed calendar day has been expressly promised. In the case of shipments, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
2. Delivery periods only begin to run after all execution details have been completely clarified. Adherence to the delivery times presupposes the fulfillment of the contractual obligations by the customer; in particular the payment of an agreed down payment and the timely provision of the necessary documents.
3. Deliveries are made at the prices and associated shipping conditions that can be viewed on our website under the Shipping costs link. When ordering several items, the resulting shipping costs will be combined as far as possible in the ordering process.
4. In the event of delivery and service delays due to force majeure or due to events for which we are not responsible and which make delivery significantly more difficult or temporarily impossible for us - this includes in particular strikes, lockouts, official orders, transport disruptions, etc. - even if they occur at our suppliers or sub-suppliers, the agreed period is extended to a reasonable extent. If the impediment to performance lasts longer than 3 months, both contracting parties have the right to withdraw from the contract in whole or in part. Claims for damages are excluded. The same applies if we are not supplied by our supplier or are not supplied on time without us being at fault.
5. We make every effort to meet agreed delivery times. If we culpably fail to meet delivery deadlines, the customer is obliged to set us a reasonable grace period. After the deadline has expired without result, the customer can withdraw from the contract and/or demand compensation and/or reimbursement of expenses. The customer's claim for damages or reimbursement of expenses is limited in accordance with the general liability in accordance with Section VII).
6. Partial deliveries and services are permissible to a reasonable extent.
7. If shipping is delayed for reasons for which the customer is responsible, a storage fee of 0.5% of the invoice amount for each started month, but no more than 5% of the invoice amount, can be demanded. This does not rule out the assertion of higher damages. The customer is entitled to prove that no damage or a significantly lower damage has occurred.
8. If the customer culpably refuses to fulfill the contract, we are entitled to demand compensation for non-performance amounting to 20% of the order value excluding VAT. This does not rule out the assertion of higher damages. The customer is entitled to prove that no damage or a significantly lower damage has occurred.

IV. Pricing, payment terms, set-off

1. In case of doubt, our prices are net prices ex works plus statutory value added tax.
2. All customs duties, taxes or similar charges arising from our deliveries and services in the customer's country are to be borne by the customer.
3. Invoice amounts are to be paid within 16 days from the date of the invoice without any deduction, unless otherwise expressly agreed. Receipt of payment by us is decisive for the timeliness of payment. When the deadline expires, the customer is in default even without a reminder.
4. If there are more than 4 months between the conclusion of the contract and the beginning of the execution of the contract, we reserve the right to increase our prices appropriately if cost increases, in particular increases in material and raw material prices, personnel, manufacturing and transport costs, occur after the contract has been concluded. We will prove this for the customer upon request.
5. The customer may only offset claims that are undisputed by us or have been legally established. The assertion of a right of retention due to disputed counterclaims or counterclaims that have not been legally established is excluded if these claims are not based on the same contractual relationship.
6. We reserve the right to check the customer's creditworthiness and, if necessary, to exclude certain payment methods. Within the data protection explanations, we expressly refer to the transfer of data to/from third parties for this purpose.
7. We are entitled to carry out outstanding deliveries or services only against advance payment or security if we become aware of circumstances after conclusion of the contract which have a significantly negative impact on the creditworthiness of the customer and which make it impossible for the customer to pay our outstanding claims from the business relationship is jeopardized.

V. Transport, transfer of risk, acceptance

1. Transport is at the expense of the customer. Unless otherwise agreed, the route and means of dispatch are left to our choice. When goods are delivered, the risk passes to the customer, even if carriage paid delivery has been agreed, as soon as the goods have left our works or the customer is in default of acceptance. This also applies to partial deliveries and if we have the transport carried out by our own people. If shipping is delayed for reasons for which the customer is responsible, the risk passes to the customer 5 days after notification of the actual readiness for delivery. The same applies accordingly if the goods are delivered ex works by a third party commissioned by us.
2. Any transport damage must be reported to the carrier by the recipient before payment of the freight and before acceptance of the goods. The recipient must notify the carrier within 1 week of delivery of any damage or shortages in the goods that are not externally visible upon acceptance.
3. We will only insure the delivery against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at his expense.
4. If the acceptance is delayed in the performance of work for reasons for which the customer is responsible, the acceptance is deemed to have taken place if a reasonable deadline set by us for the acceptance to the customer has expired without result, but no later than 3 months after completion of the work.

VI. Notice of defects, liability for defects

1. Specifications, e.g. regarding dimensions, weight and other technical details, shall be deemed to be only descriptions of properties and do not amount to a guarantee as to the quality of the goods. It is the responsibility of the customer to check if the goods are suitable for his purposes.
2. The customer must carefully check the goods delivered by us for quantity, defects and properties, without undue delay after receipt. The delivery shall be deemed to have been approved if objections against obvious deviations are not notified to us without undue delay — however, not later than within one week — after receipt of the goods in writing, or if the deviation only becomes apparent at a later stage, after discovery. This does not apply if formal acceptance has been expressly agreed. If the customer detects a defect, he may not dispose of the goods, in other words, the goods may not be separated, resold or processed.
3. If the delivered goods or works are defective, we are entitled to cure the defect at our choice by removal of the defect or by delivery of goods without a defect. In this case, we are entitled to request at our choice that the defective goods be returned to us — at our expense — for reprocessing or for the purpose of replacement and subsequent dispatch to the customer, or that the customer keeps the defective goods available and permits us or a person commissioned by us to perform the reprocessing or replacement at the customer's premises. The customer shall be entitled to do so if he cannot be reasonably expected to ship the goods to us. The necessary expenses incurred for the cure (in particular transportation, route, work and material costs) shall be borne by us. This does not apply to increased expenses that result from the fact that the goods are relocated after delivery to another place than the residence or commercial establishment of the customer, unless the relocation is in line with the intended purpose of the goods.
4. In the event of a failed delivery, in other words in the case of impossibility of delivery, a clear and final refusal, unreasonable delay or futile attempt to cure, the customer shall be entitled to reduce the purchase price or, at his choice, to withdraw from the contract. An unreasonable delay is assumed if the contractor does not cure the defect within a set, reasonable period. Withdrawal from the contract is excluded if the object of the liability for defects is a construction work.
5. If a defect is based on a fault on our part or a fault that is attributable to us, the customer may assert claims for damages or reimbursement of expenses under the specific conditions stipulated in point VII.
6. The limitation period for claims for defects is 12 months. In the event of a defect in the cases of section 438(1) No. 2 of the German Civil Code [BGB] (Construction works and goods for construction works) or Section 634a(1) No. 2 BGB (Construction works and planning or monitoring services for construction works) the limitation period is five years. If the claim for defects is contingent on fault, the limitation period shall apply in accordance with Section 7 No. 4.
7. Any delivery of used goods agreed in an individual with the customer shall be subject to the exclusion of any liability for defects.

VII. General liability

1. In the event of a breach of obligation, we shall be liable for damages or reimbursement of expenses — subject to any further contractual or statutory conditions for liability — only in the event of intent or gross negligence. This does not apply if the breach of obligation relates to an essential contractual obligation (contractual obligation, the breach of which jeopardises the achievement of the contractual purpose and on the compliance of which, the contracting parties as a rule rely) or to a guarantee, or leads to liability for an injury to the life, limb or health of in the event of liability under the German Product Liability Act.
2. In the event of liability for a negligent breach of an essential contractual obligation, liability is limited to damage that can be typically foreseen at the time of conclusion of the contract.
3. The above exclusions and limitations of liability apply to the same extent for the benefit of our corporate organs, legal representatives, employees, persons used by us to fulfil our obligations and other commissioned persons.
4. The limitation period for all claims for damages or reimbursement of expenses asserted against us, regardless of their legal basis, is 12 months, unless our liability is based on intent or gross negligence or on an injury to life, limb or health or on the German Product Liability Act.

VIII. Retention of title

1. The following agreed retention of title serves to secure all our existing, current or future claims against the customer resulting from the business relation with the customer (including any claims to the balance from any agreed current account).
2. The delivered goods remain our property in the form of goods subject to retention of title until full payment of all secured claims.
3. If the customer is in default of payment, we are entitled to claim return of the goods subject to retention of title without prior cancellation of the contract on our part.
4. The customer shall keep the goods subject to retention of title on our behalf and free of charge.
5. The customer is entitled to resell or process the goods subject to retention of title in the ordinary course of business. However, he assigns already now all claims up to an amount corresponding to the value of the goods subject to retention of title and authorises us to collect these claims. We hereby accept the assignment.
6. The processing or conversion of the goods subject to retention of title is deemed to have been accepted by us. To this extent, we are deemed to be the manufacturers for the purposes of Section 950 BGB.
7. Our invoiced amount corresponds to the value of the goods subject to retention of title. If the resold goods subject to retention of title are co-owned by the customer, the assignment of the claim extends to the amount that corresponds to the value of the customer's co-ownership share.
8. In the event of processing in conjunction with goods not belonging to us, we shall acquire co-ownership of the new goods at the ratio of the value of the goods subject to retention of title to the other goods at the time of the processing. If the goods subject to retention of title are combined, intermixed or blended pursuant to Sections 947 and 948 BGB with goods not belonging to us, we shall acquire co-ownership in accordance with the statutory provisions. If the customer acquires sole ownership by combination, intermixture or blending, he transfers by the present co-ownership to us at the ratio of the value of the goods subject to retention of title to the other goods at the time of the combination, intermixture or blending.
9. If the goods subject to retention of title are installed by the customer as an integral part in a property, marine structure or aircraft of the customer, the customer assigns to us by the present the claims arising out of the property, out of land rights, the vessel, marine structure or aircraft in the amount of the value of goods subject to retention of title.
10. The customer is not entitled to pledge the goods subject to retention of title or to transfer ownership in them for the purpose of securing a claim.
11. Until further notice, the customer remains entitled to collect the assigned claims. As long as the customer complies with his payment obligations vis-à-vis us, we shall not make use of our right to collect the claims. Upon request, the customer is obliged to provide us with the details of the debtor of the assigned claims and to notify them of the assignment without prejudice to our right to notify the debtor ourselves of the assignment.
12. In the event of payment default, cessation of payment, upon an application to commence insolvency proceedings in regard to the assets of the customer or if such application is dismissed, the customer's right to sell, process, intermix or blend the goods subject to retention of title or to combine them with other goods or to exploit them in any other way lapses.
13. In the case of a pledge or other intervention of third parties, the customer shall notify us without undue delay in writing to enable us to file a claim pursuant to Section 771 of the German Code of Civil Procedure [ZPO]. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a claim pursuant to Section 771, the customer shall be liable for the costs incurred by us.

IX. Final provisions

1. Performance for both contracting parties and for all mutual business transactions is Weißenhorn.
2. The exclusive place of jurisdiction is the court in the district of our registered office. However, we shall also be entitled to file a claim at the place of the registered office of the customer or of any other court that is competent in accordance with domestic or foreign law.
3. The legal relationship with the customer shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods [CISG].
4. The invalidity in whole or in part of one or more of these terms and conditions shall not affect the validity of the other terms and conditions. To the extent that an invalid clause contains an effective, reasonable part, such part shall remain in effect.