

erfi – General Conditions of Delivery and Sale

1. General

The following conditions are valid by order fulfillment as approved.

When they appeared will all previous terms invalid. Deviating agreements needs our written confirmation. Conditions of our customers shall not legally bind us, even if we not disagree expressly. Should there not be one of the agreed conditions for any reason, so will the other be untouched. If there is followed not determined, holds the conditions of the commercial code additionally, even if the buyer is not merchants of the law.

2. Offers

Our offers are nonobligatory and for repeat orders nonbinding.

3. Orders

Our Orders as well from our representatives be distributed, are accepted when you received a written or online order confirmation or without further ado by delivery of the merchandise. We accept no responsibility by repeat orders that the delivery with regard to the first merchandise be the same.

Manufactured and ordered goods especially for the buyer eliminate declaration of the contract or return. Return by modifications in some version keeps reserved.

4. Price

The Prices are for domestic delivery in the valid currency EURO € situated – the prices be quoted if there no other agreement ex works exclusive packing and insurance. For the time of delivery legal recalculations are regarded as agreed. The reduction or elimination of already existing charges has the buyers not any claim of price reductions. If there is no fix price expressed or written agreed, we will invoice you the valid price of the delivery date. For the calculation of possible quantity discounts is the respective order, by orders on call the required quantity relevant.

5. Packing

The packaging will be calculated and will not be taken back.

6. Delivery time

The delivery time can only approximately be stated therefore is the delivery time not binding. It starts with the day of the Order confirmation, but not before all execution details of the order are cleared up. Compensation claims because of default or delay in delivery are without special agreements excluded.

In case of force majeure or rather unusual disabilities, especially by breakdown and traffic disruption, shortage of raw materials and changing of value rations. We are authorized to cancel the whole or a part of the contract or to extend the contract till the correction of the disabilities. Causal connection must not be documented.

Part Delivery is allowed and is considered as independent business.

7. Delivery and Charge

All consignments are delivered on the costs and charges of the buyer. Delivery way, means of transport and protection (covered and special vans will be separate calculated) and are our choice and attitude provided. By freight-paid delivery to the place of destination we not place the freight, but only the pure freight for the cheapest and shortest way. Goods ready for dispatch must recall immediately, if – or is the delivery not possible – we are authorized, the goods of the costs and danger of the buyer to store and calculate as delivered.

For the calculation is the quotation of goods which are determined by the dispatch department crucial.

The customer release the supplier of duties to § 10 Abs. 2 ElektroG (take-back obligation of the producer) also the demands with connection with third free.

8. Delivery Insurance

Merchandise will be unless otherwise agreed in favor our buyers with train transport insured. The costs of the Insurance will be calculated. Any damage by carriage on train is by receiving of the goods from the directory assistance because of the train traffic regulation a certificate or if needed a freight-paid replacement of all damaged goods. If the faulty is not discovered by receiving of the goods, but only by unpacking in three days at the latest after the merchandise is in possession of the receiver. In this case you have to request a shipment by train certificate.

By delivery with crane trucks must the delivery observed by receiving of the merchandise and damaged must be note on the delivery / arrival document.

9. Complaint and Guarantee

Each complaint must be made from the buyer within 8 days after receiving of the goods as long they are in delivery condition. If the receiver wants to repair the complaint he must request our agreement. We only accept return consignment after agreement; these must be free of charge. Complaints don't involve to the payment conditions. If we justified the complaint, we have the choice to take back the faulty goods and against perfectly goods to replace or refund the purchase price or the substandard price.

Proceeding demands are excluded. Insurance of the goods takes not place by goods which are uncorrected deal with, especially by moisture penetration. After a period of 12 months beginning from the day of delivery it's not possible to valid guarantee, they became time-barred one month after reject of the complaint by us.

10. Retention of title

Every item of the delivery shall remain our property until the full payment is done (conditional goods). The receiver is only allowed to dispose the conditional goods only in duly course of business and only with transfer of the property on the same time. Pledging, assignment as collateral is not allowed during our property.

Divested the buyer the delivered goods by us, he hereby assigns to us until complete repayment all claims from delivery of goods to him, from disposal incurred claims against its customers with all ancillary rights.

At our request, the buyer is obliged, to assignment the demand from the resale of goods announce his buyer. The buyer is to revocation any time authorized by us to collect the claims from the resale of the goods.

He is unauthorized to dispose of the claim in another way, e.g. by assignment.

In case of seizure of the goods by third is the attaching creditor or the bailiff immediately announce about the reservation of proprietary rights and inform us about the seizure and state the seizure – creditor.

11. Terms of payment

The payment must be done with functional currency.

The representatives are unauthorized to carry out collection in cash. The invoices are independent of the right of claims – free of charge to pay, to the mentioned terms of payment. Claims not authorize with counterclaims or withholding the payment. If cash discount is agreed it only comprehends on the net merchandise value. The discount term runs out after the invoice data without consideration on the entrance day of the merchandise and the invoice by the buyer. On the date of maturity, default occurs without a warning and thus the obligation to pay Bankable interest for outstanding loans. We accept discountable bills only due previous agreement of payment. For bills and checks always remains cashing reserved. Discount and charges shall be borne by the buyer.

Our credit applies to the value of the day, when we can dispose of the equivalent value, without prejudice, earlier maturity the delay in performance of the purchaser. In payment by note will no discount loaned. If these conditions of payment not respected, or known us after this each contract circumstance, the creditworthiness of the purchaser mitigate suitable, all claims from us will immediately due, without consideration on the term taken exchange. We are also authorized; deliver only against payment in advance or other security the outstanding deliveries. After a reasonable grace we can also withdraw from the termination or claim damages for non-performance, without prejudice to the right to take back the delivered goods subject to retention.

Terms of payment: Individuals are delivered only after payment.

12. General declaration on data protection

The operator undertakes to collect, produce or use personal data only with the prior consent of the customer, if this is necessary to establish the contractual relationship, to change and carry out. He obtains to inform the customer of the extent of data use. User profiles, the Operators create without prior consent of the customer and using pseudonyms or anonymous form. In addition, the BDSG-New and DSGVO will apply from 25th May 2018.

13. Place of destination and place of jurisdiction

The place of destination for delivery and all duties of the buyer is Freudenstadt. The place of jurisdiction is Freudenstadt.