

Terms and conditions - KIRSCH Kunststofftechnik

I. General

The following terms and conditions of delivery and payment apply to all our deliveries. Any contradictory terms and conditions of the orderer shall be hereby excluded, even if these are contained subsequently in order confirmations. Any deviating terms and conditions shall be valid only if they have been expressly recognised in an individual case.

Our offers are non-binding. Contracts shall be deemed concluded only after written confirmation by us. Ancillary agreements shall be valid only if confirmed in writing.

II. Prices and payment terms

Our prices are exclusive of packaging, shipping charges, customs duty, taxes, etc. and are subject to the respectively applicable statutory value-added tax.

Payment shall be made within 30 days after the invoice date.

We grant a discount of 2% for payment within 10 days after the invoice date.

The above payment terms do not apply to repair/rental invoices. These invoices are payable within 10 days after the invoice date without deduction.

If payment is not made within the payment deadlines, default interest will be charged at a rate of 4% above the respective discount rate of the German Federal Bank. The right to assert claims for higher damages shall be reserved.

We shall not be obliged to accept cheques and bills. If they are accepted, they shall be valid as payment only upon redemption. Collection and discount charges shall be paid by the buyer.

III. Delivery and shipment

Stated delivery times shall not be binding for us if they have not been expressly assured.

After the expiry of 3 months, the buyer shall be entitled to withdraw from the contract after setting a period of grace of at least two weeks. Assertion of other rights, in particular claims for compensation, shall be excluded in this case.

If a binding delivery time has been assured, this delivery obligation on our part shall not apply in cases of force majeure, official measures or interruptions of operations on our premises or the premises of our suppliers, and also in the event of non-delivery by suppliers for whatever reason. The buyer shall be entitled to withdraw after previously setting a period of grace of at least two weeks in writing. Claims for compensation shall also be excluded in this case.

Shipment shall take place at the buyer's risk, also in the case of carriage-paid delivery. Transport insurance and other insurance cover shall be provided only on request and the costs shall be paid by the buyer.

IV. Retention of ownership

All goods supplied by us shall remain our property until complete payment of the purchase price.

However, the orderer shall be entitled to sell the goods supplied by us within the scope of ordinary business activity. The orderer hereby assigns to us all claims that he acquires in relation to sale of the goods supplied by us (extended retention of ownership).

If goods supplied by us are mixed with other goods, processed or joined with other goods, the retention of ownership shall also apply to these goods, whereby we shall acquire a share of ownership in the newly produced object corresponding to the value share of our goods in the value of the overall object. The purchase price claims of the orderer shall thus also be hereby deemed as already transferred to us to this extent in the event of resale of goods.

We shall be entitled at all times to disclose this assignment to third parties.

V. Guarantee

Complaints about defects shall be submitted in writing immediately, but at the latest within 10 days after the delivery is received. Decisive here shall be the date of receipt by us.

If a complaint about defects is submitted on time, the buyer shall be entitled only to rectification or replacement of the defective items at our option. The defective items shall be made available to us.

There shall be no entitlement to reduction of the purchase price or cancellation.

We shall be entitled to withdraw from the contract if rectification or replacement is not possible. The buyer shall not be entitled to compensation in this case.

We shall not be liable for damage that is caused by processing or any other use of the supplied product. We shall also not be liable for the suitability of the products for the purpose intended by the buyer, unless this has been expressly assured.

VI. Right of retention and right of set-off

A right of retention with respect to the purchase price shall exist only if defects have been recognised by us and at the latest only until rectification or the time of replacement. The possibility of set-off against counter-claims shall be expressly excluded. This shall apply in particular if the claims are not related to the delivery of the goods in the individual case.

VII. Final provisions

If individual provisions of these terms and conditions of delivery and payment should be or become invalid, this shall not affect the validity of the other provisions. In this case, the invalid provisions shall be replaced with provisions that correspond to their economic content.