

Terms of Service

1. General

The terms apply to all current and future business. Differing, conflicting or supplementary general conditions, even at. Knowledge, not part of the contract, unless their validity is expressly agreed in writing.

2. Contract

- Our offers and price lists are subject to change. Technical changes and changes in shape, color and / or weight within reason reserved. The customer makes a binding ordering merchandise intent to purchase the ordered goods. The acceptance can be made to the customer by us either in writing by confirmation or by delivering the goods.
- In a contract between traders in e-commerce no confirmation of receipt of a commitment made at the electronically with our order is.
- If our order confirmation not immediately, but contradicted at the latest within 3 working days, so the order confirmation is binding. A disagreement over the content of our order confirmation is no longer possible on receipt of invoice.
- The contract is concluded subject to the correct and timely delivery by our suppliers. This applies only in the event that the non-delivery is not attributable to us, especially when a congruent hedging transaction with our supplier. The customer will be informed by us about the unavailability of the service. The consideration is reimbursed immediately.
- An over- or under-delivery of the ordered quantity of up to 15% is permitted. Contract is the quantity actually delivered. Part lengths in a packaging unit and / or partial deliveries are permissible if they are reasonable for the customer and unless explicitly otherwise agreed in writing was made. For repeat orders full compliance is only guaranteed with the delivery earlier deliveries if this was expressly agreed.
- For entrepreneurs is withdrawn faultless goods or merchandise with minor defects only after prior written agreement and credited up to 80%.

3. Prices

Unless the order confirmation does not state otherwise, our prices are "ex works" exclusively; these will be charged separately. The VAT is not included in our prices; It will be shown in the statutory amount on the day of invoicing separately in the invoice. Our prices are variable, based on the prices of non-ferrous metal processing (high DEL quotation). Our order confirmations, the DEL quotation of the calendar day the order is received. We therefore reserve the right to change our prices, if occurring after conclusion of the contract cost reductions or cost increases, in particular due to changes in material prices (copper price). We will prove to the customer on publishers. Deduction of discount requires special written agreement. Provided that the order confirmation states otherwise, the net purchase price (without deduction) within 30 days of the invoice date for payment. The entrepreneur-customer has to pay interest amounting to 8% above the statutory base rate during the delay. Towards entrepreneurs we reserve the right to prove a higher damage caused by delay and assert. The customer has a right to offset only if his counterclaims have been legally established or recognized by us. The customer can only exercise if his counterclaim is based on the same contract. The minimum order value / minimum order quantity is 150,00 EUR or 10m, plus VAT. For contracts where the value is 150.00 EUR / 10m is not reached, a small order fee of 15.00 EUR will be charged.

4. Transfer of Risk

If the buyer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods with the delivery, the dispatch of purchase with the delivery of goods to the Forwarder, the carrier or otherwise to execute the dispatch specific person or institution to the buyer. The handover is the same, if the buyer is in default of acceptance. Provided that the order confirmation states otherwise, delivery is agreed "ex works".

5. Packing

The packaging will be charged separately. We reserve the decision as to which packaging is used. The supply of Euro pallets and mesh boxes takes place in exchange. We use returnable drums or coils. These are charged separately and are also without explicit ordering contract. Is the customer the drum or coil within 6 months after delivery in perfect, reusable condition carriage paid to us back, we will refund the amount of the calculated drum or coil. A withdrawal of drums or coils of others is prohibited. The return of packaging material is excluded, unless the parties to the aid of the dual system use (§11 Packaging).

6. Delivery times

The beginning of the delivery period presupposes the clarification of all technical questions. Compliance with our delivery obligation requires the timely and proper fulfillment of the obligation of the customer. The exception of the unfulfilled contract remains reserved. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damages incurred by us including any additional expenses. Further claims remain reserved. The risk of accidental loss or accidental deterioration of the goods is at the time transferred to the customer, in the case of default in acceptance or payment. We are liable in law Provisions if the underlying purchase contract is a firm deal according to § 286 para. 2 no. 4 BGB or § 376 HGB. We are also liable under the statutory provisions if the customer is entitled as a consequence of any of us to delay in delivery, to make valid that an interest in the further fulfillment is ceased to exist. We are also liable under the statutory provisions if the delay in delivery for any of us willful or grossly negligent breach of contract; if our representatives or agents is attributed to us; if the delivery delay is not due to be caused by our deliberate infringement, our liability for damages is limited to foreseeable, typically occurring damage. We are also liable under the statutory provisions, insofar as the delivery delay to the culpable breach of an essential contractual obligation; in this case, but the liability for damages is limited to the foreseeable typical damage. Incidentally, we are liable in the event of default of delivery for each completed week of delay in the context of a lump-sum compensation in the amount of 0.5% of the delivery value per week, maximum of not more than 5% of the contract value. For partial deliveries, the value of the partial delivery is considered as delivery value.

7. Warranty

- If the customer is an entrepreneur, this must notify us of obvious defects within a period of two weeks from receipt of the goods; otherwise, the assertion of Warranty claims excluded. Deadline is sufficient for the timely dispatch. The customer who is a businessman, shall bear the full burden of proof for all claims, especially for the defect itself, for the time of discovery of the defect and the timeliness of the complaint.
- properties are only deemed warranted if they are listed in the order confirmation in writing.
- If a defect in the purchased goods, and the customer is an entrepreneur, we warranty for defective goods at our option by repair or replacement. Should the Subsequent performance fails, the customer (reduction) or cancellation of the contract may require (rescission) at his discretion reduce the remuneration. For a minor Contract, especially with only minor defects, the customer has no right of rescission. If the customer chooses because of a legal or material defect after failed subsequent withdrawal from the contract, he is not entitled to claim damages in addition to the defect. If the customer chooses after failed subsequent damages, the goods remain with the customer if this is reasonable. The compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if we have caused the breach of contract.
- For entrepreneurs, the warranty period is 1 year from date of delivery. This does not apply if the customer has the defect does not appear to us in time (§ 377 HGB).
- If the buyer is considered to be properties of the goods in principle only the manufacturer's product description as agreed. Public statements, claims or advertising by the manufacturer do not represent contractual quality of the goods.
- We are liable according to legal regulations, if the customer claims damages based on intent or gross negligence, including intent or gross negligence of our representatives or agents. As far as no deliberate infringement is attributed, liability for damages is limited to foreseeable, typically occurring damage.
- We are liable according to statutory provisions if we culpably violate an essential contractual obligation; in this case the liability for damages is limited to foreseeable, typically occurring damage. If the customer has a claim for damages instead of performance, our liability is limited even after failed subsequent under the warranty law to the predictable, typically occurring damage.

8. Total liability

a) Any further liability for damages other than in point 7. Warranty provided is - regardless of the legal nature of the asserted claim - excluded. This applies in particular for damages arising from negligence in contracting other breaches of duty or tort claims for property damage pursuant to § 823 BGB. b) The limitation in point 8a) also applies if the customer, instead of a claim for damages instead of compensation for useless expenses. c) Towards entrepreneurs we are not liable for slightly negligent violation of insignificant contractual obligations. d) The above limitations do not affect claims of the customer from product liability. Furthermore, the liability limitations do not apply to bodily and Health or loss of life of the customer.

9. Retention of title

- We reserve for contracts with entrepreneurs the ownership of the goods delivered by us until full payment of all claims from an ongoing business relationship. Of the Customer is obliged to treat the goods with care. If maintenance and inspection work is required, the customer must carry these out regularly at his own expense.
- The customer is obliged to inform us third party access immediately to the goods, in case of a seizure, and any damage or destruction of the goods. A change in ownership of the merchandise as well as change of residence must notify us immediately by the customer.
- We are entitled to breach of contract by the customer, especially in case of default or breach of the mentioned in the previous letter obligations from the contract and to reclaim the goods.
- The contractor is entitled to resell the goods in the ordinary course of business. He assigns to us all claims in the amount of the bill, which he is the Resale against a third party. We accept the assignment. After the assignment the entrepreneur is authorized to collect the debt. We reserve the right to demand the even recover, if the contractor meets his payment obligations properly or in default of payment.
- The handling and processing of goods by the entrepreneur is always in the name and on our behalf. If processing is us not belonging, we acquire the new goods, in proportion to the value of goods delivered by us to the other processed items. The same applies if the goods with other items not belonging to us is mixed. A commitment from the ownership thereof does not come to us.
- The customer also assigns to us the claims for securing our claims against him, by the connection of the goods grown with a plot against a third party. The assignment Let's assume.
- We undertake to release the securities due to us upon request of the customer insofar as the realizable value of our securities exceeds the secured claims by more than 10% exceed; the choice of the collateral to be released.

10. Copyright

The supplier receives all copyrights to quotations, cost estimates, drawings and other documents. They may be disclosed only with the consent. Otherwise the following applies legal copyright.

11. Jurisdiction

a) If the customer is a merchant, legal entity under public law or public special fund, the exclusive venue for any disputes arising from this contract is our Office; However, we are entitled to sue the customer at his local court. The same applies if the customer has no general jurisdiction in Germany or domicile or habitual residence at the time of action are not known. b) The law of the Federal Republic of Germany; the applicability of the CISG is excluded. c) Unless the order confirmation states otherwise, our place of business is fulfillment.

12. Severability

If any provision of this Agreement be or become invalid, this does not affect the remaining contents. Nothingness provisions shall be replaced by legally effective regulations that correspond to the spirit of the agreement.