

Terms and conditions of sale and delivery

The “General Terms and Conditions of Sale and Delivery for Products and Services of the Electrical Industry” of ZVEI (Zentralverband Elektrotechnik- and Elektronikindustrie e.V.) apply exclusively to all offers, services and sales, as does the prevailing supplementary clause “Extended Reservation of Title”. Differing conditions or amendments are only applicable if confirmed by us in writing. The following Terms and Conditions of Sale and Delivery additionally apply:

1. In principle, the prices quoted in our price list and in our offers are subject to change.

2. The prices valid on the day of delivery shall prevail. We must reserve the right to correct prices if the cost situation changes. Our prices are ex-works and exclusive of packaging, which is at cost price and is non-returnable.

3. Notwithstanding the „General Terms and Conditions of Delivery for Products and Services of the Electrical Industry“ (ZVEI), compensation claims for delayed delivery are excluded in cases where delayed delivery is a result of only slight negligence on our part. In the case of an infringement of significant contractual obligations, compensation is restricted to contractually foreseeable damages. Delivery – including carriage paid delivery – shall be at the buyer’s risk; good shall be deemed accepted when they leave the works. Unless there are any special instructions for delivery, goods shall be conveyed at our discretion, without any obligation to use the cheapest and safest delivery method.

4. The delivered goods shall remain our property until all outstanding payment has been made. In the event of a resale, the buyer shall assign all rights to us until all receivables are fulfilled. We expressly reserve the right to carry out delivery subject to payment in advance or a security if it emerges that our payment claim is at risk. Furthermore, we can cancel a confirmed order if the buyer has not fulfilled his obligations from earlier deliveries.

5. Our invoices are payable within 14 days with a 2 % discount, or within 30 days net. A discount deduction is conditional upon the buyer not being culpably in arrears with other payment obligations and upon the supplier’s account being credited with the invoice amount within the agreed deadline for payment. We are entitled to calculate late payment interest if deadlines are missed. If, in exceptional cases, bills of exchange are taken as payment, this shall in no way be deemed a cash payment. Discount and bill of exchange charges shall be at the debtor’s expense.

6. Operational disruption caused by unforeseeable events and force majeure, including unforeseeable events and force majeure affecting our suppliers and sub-suppliers, shall release us from the delivery obligations as entered into. The buyer is not entitled to cancel the order for reasons of this nature..

7. Claims will only be considered if they are made in writing within 10 days of receipt of goods. As supplier, we can only examine and acknowledge any complaints lodged by the user in terms of their validity. Therefore, our client is not entitled to allow free replacement without prior consultation with us and without our consent, since claims often lodged by users are rejected by the manufacturer and / or are the fault of the user. Furthermore, in terms of any claims for compensation made by the purchaser against us, in the event that the client/clients of the purchaser legitimately claims supplementary performance from the purchaser, the purchaser shall give us the opportunity to carry out the supplementary performance ourselves before the purchaser incurs expenses elsewhere. The purchaser must extend this obligation to its clients. Should the purchaser fail to do so, we reserve the right to reduce the expenses to the amount that we would have incurred by carrying out the supplementary performance ourselves. §443 BGB shall remain unaffected.

Furthermore, we shall not be liable reimburse expenditure for supplementary performance costs of the purchaser to its client if the purchase fails to legitimately refuse supplementary performance. For services, for example light planning or consultations, that we perform free of charge, we shall assume no liability for consequential damages in the event of any defect.

8. If there is a change in materials used and/or in the decor, shape and construction, or if our suppliers cease production, we may refuse delivery or deliver replacement items without the buyer’s consent to the extent that this is reasonable to the buyer in any individual case. Where planning and consultancy services are provided by us free of charge, we accept no liability for consequential damages for any faults. If, in any individual case, such designs ought to become a condition or form part of a delivery or service on our part, these designs must be expressly agreed in writing.

9. Returns are only permitted if we have given our prior agreement. Undamaged goods in their original packaging shall be credited to a maximum of 70 % of their value. Processing, packaging and transport costs incurred by us shall also be deducted. Customised products and special electrical equipment are not returnable.

10. The lights manufactured by us comply with VDE regulations 0711 and/or EN 60598. Inappropriate use of lights and additional parts, as well as alterations made to our lights without our express written consent, shall release us from all obligations in the event of damage.

11. The buyer shall undertake to ensure that the delivered products are disposed of in accordance with ElektroG. The buyer shall transfer this obligation to his contracting partner when reselling products.

12. The place of fulfilment and place of jurisdiction is Unna, Federal Republic of Germany. German law applies to contractual relationships.