

Terms of sale, delivery and payment
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(As of 1.1.2017)

1. General provisions

Part of the contractual relationship between us and the customer / buyer are the following general terms and conditions. This applies to current terms and conditions also in the case of telex or telephone or other, in particular electronic forms of contract. Deviations from these conditions of sale, in particular the validity of the purchase instructions of the buyer, require our express written acknowledgment.

2. Conclusion of contract

All offers are non-binding. Orders are only binding for us insofar as we confirm them or comply with them by sending the goods. Oral side agreements only apply if we confirm this in writing.

3. Shipping

The goods are shipped at the expense and risk of the customer, even if carriage paid delivery has been agreed. With the handing over of the goods to a freight forwarder or carrier, at the latest, however, with leaving the warehouse or with distance business of the supplying factory, the danger transfers with all transactions to the buyer.

From an order value of currently net € 75.00, the delivery is free domicile by parcel service or post. Exceptions to this are express costs, direct shipping from the factory, express deliveries and large cargo transport costs. These costs are communicated to the customer in advance in writing and are part of the contract.

4. Delivery times

Agreed delivery times should be kept if possible. However, the specification of a delivery date / delivery period does not justify the acceptance of a fixed date. The buyer can not therefore demand compensation for non-compliance with the delivery date, especially as weather-related deviations and force majeure of the parcel services, freight forwarders, etc. may come into question

5. Terms of payment

Within 30 days of the invoice date, payment must be made without any deduction. Other payment agreements are permitted and require a separate written agreement, such as cash discount and discount periods. If the customer does not comply with his payments within the specified period of 30 days, the applicable dunning fees are charged and payable immediately.

6. Retention of title

Until the full payment of our claims from the entire business relationship with the buyer, the goods sold remain our property. The buyer is authorized to dispose of the purchased goods in the ordinary course of business. The retention of title also extends to the processing, mixing or combining of our goods resulting in their full value, whereby we are considered as manufacturer / supplier. If processing, mixing or combination with goods of third parties whose property rights exist, we acquire co-ownership in proportion of the invoice value of these processed goods. The buyer hereby assigns to us the claims arising from the resale of third parties as a whole or in the amount of our possible co-ownership shares as security. He is authorized to collect his payments to us for revocation or suspension. For the assignment of this claim, the buyer is not entitled to collect debts by way of factoring, unless it is at the same time the obligation of the factor to bring the consideration in the amount of our share of claims as long as directly to us, as our claims against us insist on the buyer. Access by third parties to the goods and claims belonging to us must be reported to us by the buyer without delay by registered letter. The exercise of the reservation of title does not mean the withdrawal from the contract. The goods and the claims that come into their place may not be pledged to third parties, nor assigned as security or assigned, before full settlement. If the value of the securities exceeds our claims by more than 20 percent, we will release securities of our choice to the extent requested by the buyer.

7. Warranty

All information on the suitability, processing and use of our products, technical advice and other information is given to the best of our knowledge, but does not exempt the purchaser from its own testing and testing. The Buyer shall inspect the delivered goods - if reasonable - also by a trial processing upon receipt for defects in terms of condition and purpose of use immediately. The seller offers no guarantee for the intended use of the goods by the buyer, unless expressly agreed otherwise in writing. On the other hand, the delivered goods are considered approved. Complaints are only taken into account if they are made within 8 days of receipt of the goods, in the case of hidden defects after their discovery, in writing, accompanied by supporting documents. Our warranty obligation is limited to our choice for replacement, conversion, reduction or repair. Complained goods may only be returned with our express consent. To the extent permitted by law, our obligation to pay damages for possible consequential damages, for whatever legal reason, is limited to the invoice value of our directly involved in the event causing damage event. This does not apply insofar as we are bound by mandatory statutory provisions, intent or gross negligence. If the customer / customer has ordered the goods incorrectly or if this is no longer necessary for him, the return requires our express consent. In this case, take-back and storage fees are due, which must be notified in writing to the customer before the return has been agreed and must be confirmed by the customer.

8. Place of jurisdiction and place of fulfillment

Jurisdiction and place of fulfillment for all claims arising from the contractual relationship is Bad Freienwalde.