

General terms

1. Our general standard terms and conditions shall be binding even if the buyer has based the offer request or written order on his contradictory own standard terms and conditions. An explicit contradiction may not be required. Only explicit written agreements prevail over these general standard terms and conditions.
2. Any order or verbal agreement issued by the buyer shall not be binding on us until it has been agreed upon and confirmed by us in writing.
3. The offers issued by Weiss Doppelbodensysteme GmbH are subject to change and remain non-binding. Any supplements, changes or subsidiary agreements need to be confirmed in writing by Weiss Doppelboden Systeme GmbH to be legally binding.
4. The stated period of time and delivery dates shall not be valid until the execution is completely clarified. We shall adhere to the times and delivery dates at our best efforts, however they are not binding in any case to us. Delivery dates for manufactured goods, for which the buyer provides items and supplements, and which will be produced by Weiss Doppelbodensysteme GmbH shall start at the date on which the requested amount of accessory components will be fully delivered free of charge. The storage of goods which are provided by the buyer shall be at the risk of the buyer. The transport of the manufactured goods from the means of transport to the place of use shall be delivered at the instigation of the buyer and at his own risk. The buyer must provide suitable storage if needed. Any possible damages to the delivered goods caused by improper transport or improper treatment shall be at the expense of the buyer.
5. In case of force majeure or similar reasons which are not caused by us and which render the execution of the accepted orders either impossible, significantly more difficult or delayed, entitle us to withdraw from the contract, also confirmed contracts, to reduce the scope of delivery or to defer the delivery accordingly at our own option and without any claims of damage.
6. If we are in delivery default, the buyer shall be entitled, after setting a reasonable period of grace of at least 6 weeks, without any claims of damage against us, to withdraw from the contract if threatened so when setting the period of grace.

Prices and terms of payment

1. Our prices are valid ex works including packaging plus the prevailing statutory.
2. All invoices are due for payment as soon as the goods are provided at the agreed point in time, if not agreed otherwise.
3. Provided goods must be collected at the agreed point in time or commissioned for delivery. We reserve the right to outsourcing at cost.
4. Payments shall generally be paid within 30 days after entrance of invoice. The invoice shall be valid as received within 3 days of dispatch if the buyer has no evidence of the contrary.
5. Claims of reimbursement for further damage caused by delay shall be reserved in any case.
6. The set-off with counter claims and the retention of payments due to complaints shall be excluded in any case.

Retention of title

1. The ownership of all our goods delivered shall remain with us until the payment in full is received for all goods and until the fulfilment of all existing or later arising claims against our contracting parties within the time of delivery. When payment occurs via check or exchange payment we shall retain the full title of goods until the entrance of the amount which has been certified by the buyer. This also applies when individual claims will be incorporated into a current account and the balance has been struck and accepted § 455 BGB.
2. Possible processing of reserved goods by our contracting parties shall occur for us as manufacturer according to § 950 BGB, however at no expense to us. When the contracting party processes other subjects or goods which do not belong to us, we retain the co-ownership of the newly manufactured subject in proportion to the amount of the value of our processing or used reserved goods in respect to the sum of the value of all used goods in the duration of processing. Third-party claims of the contracting party arising out of the processing or the use of reserved goods shall pass on to us based on the amount of our claims.
3. If reserved goods will be blended or mixed with other items which have not been delivered from us, we shall retain co-ownership of the total amount in relation of the value of our own delivery including the sales tax.
4. In case our contracting party sells the processed goods, with the completion of the purchase contract, it is considered as agreed that the resulting purchase-money claim including the sales tax in full shall be passed over to us. If the buyer sells processing goods in combination with other goods, which are not delivered by us, or after agreement as something new, the claim is considered as assigned based on the amount of the value share of our delivery include the invoiced sales tax.
5. If the reserved goods will be installed in a building on behalf of a third party by the buyer, the resulting work wage claim against the third-party debtors will be on us to the amount of value of our delivered goods including the invoiced sales tax and the incurred costs and the default interest § 946 BGB.
6. If in individual cases our assignment of claim exceeds the amount of our full delivery of more than 15 % we shall be liable to a corresponding reassignment.
7. The contracting party is entitled to resell the reserved goods only when the purchase price or the work wage claim according to above provisions is or can be passed over to us. The buyer is not entitled to any other orders. In particular, the contracting party is not entitled to resell when the third party excludes the defense of these claims against him.
8. On our request the contracting party is obligated to inform the third-party debtor about the assignment at any point in time and to provide all information and documents necessary for us to assert our claims. We are entitled to request the issue of a special certificate on the assignment of claims at any point in time.
9. As long as the buyer meets his payment obligations to us, he is entitled to collect assigned claims in trust for us. The proceeds of the sale shall also be immediately paid to us for payments in instalments.
10. In case of breach of these duties by our contracting parties, we are entitled to point out the assignment to the third-party debtor and to collect the claim on our own behalf.

Delivery and lead time

1. All obligations for delivery dates can be found in the order confirmation and can be subject to change.
2. In case of possible delays a corresponding statement from the supplier shall be sufficient evidence that Weiss Doppelbodensysteme GmbH is hindered to deliver without default.

Warranty/ limitation of liability

1. Deficiencies of delivered goods shall be displayed immediately to Weiss Doppelbodensysteme GmbH in writing with a concrete description of the defect. **S2s**
2. Perimeter edge trim tiles must be marked with an R by us. Perimeter edge trim tiles shall be tolerated by the customer in a reasonable amount.

Applicable law / place of jurisdiction

German law applies in addition to all contracts even if the buyer is situated abroad or delivery takes place outside of the Federal Republic of Germany. The voidness of individual terms of these conditions does not render all of the general terms of sale and delivery void. If the buyer is a fully qualified merchant or a legal entity under public law or special fund under public law, the two parties agreed that Schwäbisch Gmünd is place of jurisdiction for both parties. In any case Schwäbisch Gmünd is considered place of jurisdiction for instituting demand of payment proceedings.