



General terms and conditions II/2014

Sales shall be subject to all reservations caused by any political or economical conditions in all countries of origin and/or all countries from which the goods are dispatched and/or through which the goods pass in transit.

With all sales, the happy and timely arrival of goods and correct delivery to the seller by the producer shall be subject to reservation. This applies in particular to goods which are produced or originate from outside the European Union.

In the event that goods do not happily arrive, or if goods are lost during transit, or if unforeseen circumstances arise in our company and/or the company of the producer which prevent delivery in accordance with the contract, we reserve the right to make a replacement delivery, but shall not be obliged to do so.

Should it be impossible, for reasons outside of our control, to bring the goods to the port of destination, we reserve the right to redirect them to the nearest port; any additional costs arising herefrom shall be charged to the purchaser.

Any increases in sea freight rates, sea freight surcharges, port handling charges, or unforeseen costs for reloading resulting from the redirection of ocean vessels, shall be charged to the purchaser.

In the event of vis major, in particular military conflicts, confiscation of any kind, non-delivery on the part of our producers, strikes, export or import embargos, and transport hindrances of all descriptions, we retain the right to withdraw in part or in full from the delivery, or to deliver later.

Goods remain our property until all payments due from the business relationship have been received. In the event of a default in payment, we reserve the right to set a reasonable deadline after which we will reclaim the goods. Thereafter, we are entitled to make commercial use of these goods, deducting the proceeds from such utilisation, less reasonable selling costs, from the liabilities of the buyer.

Any complaints must be made immediately on receipt of the goods, and can only be accepted if the goods are still in their original packaging. Minor deviations in the colours of our products shall not be deemed as defects, and complaints for such shall not be accepted.

We accept liability in accordance with statutory provisions where we have culpably breached a material term of the contract. In such cases, liability for damages shall be restricted to the foreseeable damage which typically occurs. We cannot accept any liability that the delivered goods will fulfil the intended purpose of the buyer, nor any claims for damages arising from any further processing of the goods.

Any information we provide on the potential processing or uses of our products, or any technical information or other information we provide, is given to the best of our knowledge, but is not binding. We cannot accept any liability for such information given.

The laws of the Federal Republic of Germany shall apply. Place of performance and exclusive place of jurisdiction for both parties shall be Hamburg.