

Conditions of Sale and Delivery of Heinz Ziegenbein GmbH & Co. KG, Liststr. 28, D-70180 Stuttgart

All of our offers and deliveries are subject to the following conditions:

1. All offers shall be non-binding and subject to confirmation.
2. Insofar as not otherwise stipulated, all prices include packaging and cargo shipping costs. Additional costs for expensive forms of shipment shall be borne by the purchaser.
In the case of shipments under € 1,000.-, the purchaser shall bear shipping and packaging costs. Shipments with a higher value shall be free German border or free domicile within Germany.
3. Orders, including those submitted to agents, shall only be binding for the seller once he has personally confirmed said order in writing.
4. Without exception, confirmations of orders shall be subject to the ability of said order to be completed without interruption by incidents of any kind. If such an interruption occurs, the seller, at his option, has the right to either postpone the shipment or withdraw from the contract. The seller shall have the same rights in the event that his suppliers do not fulfil their transactions upon which a sale is based according to contract, and especially not in a timely manner.
5. The customer shall not have the right to compensation from the seller due to delayed or omitted deliveries. The customer shall only have the right to withdrawal in any case if he has previously granted the seller a sufficient grace period for delivery that must amount to a minimum of four weeks. Said grace period shall begin with the date of receipt of the registered letter with which the seller is granted the grace period. In a case of delay according to Item 4 of these Conditions, said grace period may only begin after the hindrance has been eliminated.
6. In the case of custom-made products, excess or short deliveries of up to 10% are permitted.
7. Standard deviations in the product, especially with regard to width, colour, finish, and weight, are not grounds for complaint and return of the goods.
8. Any complaints must be asserted immediately, but at latest within one week of receipt of goods as well as before said goods have been processed. Cancellations and returns may only take place upon previous agreement with the seller.
9. In the event of a justified complaint regarding the goods, only their return and the cancellation of the transaction in question, but not compensation for damages, may be requested. Said cancellation shall only be possible if the seller cannot provide a replacement or – in the case of partial deliveries – the respective portion of the business transaction.
10. All transport risks, from point of dispatch on, shall be borne by the purchaser. Transport insurance shall only be provided by the seller upon the explicit request of the purchaser. In the event of damage, only that amount shall be reimbursed by the seller that he actually receives from the insurance company for the compensation adjustment.
11. The invoice shall be issued on the day of delivery or provision of product. Any deferment (fixing of the value date) of the payment due date is not permitted. The valid payment date is indicated on the front of the invoice. Payments shall always be utilised for the oldest accounts payable plus any accrued default interest. The postmark shall be decisive in determining the day of effected payment in any case. In the event of bank transfers, the day before that upon which the supplier's bank account has been credited with the respective amount shall be considered the date of effected payment. In the event of payments past due, default interest in the amount of at least 4% above the European Central Bank's key interest rate shall be charged. Payment must be in the form of cash, cheque, or bank, giro or postal cheque transfer. Offsetting payment with contested counterclaims, retaining due invoice amounts or unauthorised deductions of any kind (e.g. for postage, bank transfer or insurance charges) are not permitted. Exchanges, insofar as they are accepted as payment, shall not be considered as cash payments and shall only be accepted upon reimbursement of bank, discount and collection expenses. Generally, exchanges and acceptances may not have a longer period of maturity than three months. Payment must always correspond to the gold value on the day of conclusion of the business transaction.
12. The seller is not obligated to make any further deliveries from any current contracts before complete payment of invoice amounts due, including default interest. Should the purchaser be in arrears with a due payment or should a considerable worsening of his financial circumstances occur, the seller may demand cash payment for all deliveries yet to be effected in advance of delivery of the goods and in lieu of observance of the payment due date.
13. Until complete payment of the purchase price including any and all collateral charges (in the event of payment via cheque or exchange, until their encashment), delivered goods shall remain the property of the supplier in all respects. Up to that point, the purchaser is not authorised without the permission of the supplier to impawn or transfer said goods to a third party as a security. Impawnments on the part of other creditors are to be reported to the supplier immediately. Until complete payment, the purchaser may only sell or further process the goods in the context of regular business operations.
The products produced by the purchaser from the goods supplied by us shall be considered rental property in the amount of the outstanding payment of the purchase price in a ratio of the value of the goods supplied by us to the new value of the goods. If the goods supplied by us or those produced using said goods supplied by us are sold, the respective amount of the accounts payable resulting from said sale shall be transferred to us.
If the purchaser should default on the obligations resulting from Items 11 and 12, the seller may demand the return of the goods without withdrawing from the sales contract. Inclusion of the receivable purchase price in an open account (current account) and the acceptance of a balance shall not affect the conditional quality of the sale regarding retention of title.
14. The place of execution shall be the place of business of the seller. The sole place of jurisdiction for any and all disputes between the purchaser and the seller shall be Stuttgart.
15. Oral agreements, including those made by telephone, shall only become binding for the seller if they have been confirmed in writing by the seller including his valid signature. Conditions other than those stated above shall not be valid unless they are explicitly approved by the seller in writing. The above conditions shall also be binding for the seller without his explicit approval, even if the seller stipulates other conditions.