

§ 1 Validity of the conditions

The offers and the deliveries are based exclusively on the current general conditions. The deviating general conditions of the customer, which we don't approve explicitly in written, occur to be non-binding for us, even though we do not explicitly disagree with you. They are binding for the both sides still when, due to mandatory legal provisions, one or other provision shall remain invalid. Our general conditions are valid without further explicit agreement also for all the future business relationships.

§ 2 Offer and conformation of the order

1. The offers will be always considered as non-binding.
2. An order is considered as accepted only when the customer obtains a written confirmation. The order shall be considered as completely accepted, unless it is cancelled within 3 working days. The content of the confirmation shall be connected with the order as well as the content of the offer and our conditions for sale and delivery occur to be decisive for the content of the contract.
3. The oral side agreements and the subsequent changes or additions to the contract will require our written confirmation in order to become valid.
4. The acceptance and the transfer of any written or phone orders will be at the risk of the customer. The orders for unique and custom-made designs could not be cancelled or taken back and become excluded from replacement.

§ 3 Prices, price changes

1. In case an order confirmation has been issued, will be valid the prices, stated therein. Otherwise, if applicable, shall be applied our catalogue prices together with the inflation surcharges, communicated in the moment of the conclusion of the contract, when necessary. The prices are based on the work together with the respective value added tax. The packing shall be charged at its cost price and cannot be taken back.
2. After the conclusion of the contract, if there is a significant change in the price factors – materials, vendor parts, wages, social charges, energy costs,

sales and traffic taxes or duties, we reserve ourselves the right to change our seller price for the existing business.

§ 4 Delivery time, breakdowns

1. The assignment of the delivery week indicates the dispatch date ex works as well as to the delivery warehouse.
2. In case we occur to be prevented from fulfilling our obligations by the occurrence of unpredictable exceptional circumstances, that we could not avert - e.g. Sickness, sabotage, lack of energy, labour disputes, official intervention, fire, explosion – it shall extend the delivery period to a reasonable extent. The same applies as well to the late or inadequate receiving of the input material as well as in case of late delivery by our suppliers or completing factories.
3. The claims concerning the violation of the delivery time could not be considered applicable.

§ 5 Shipment, transfer of risk

1. In case the goods on request, then the risk of the accidental loss and the accidental deterioration shall be transferred to the customer upon their delivery by our shipping agent at the latest, however, upon leaving of the factory or the delivery warehouse.
2. After the precise estimation, we choose the most reasonable type of shipment and after that the freight charges, demurrage and the stall money, activation and weight fees, stamp of the freight brief and other expenses shall be taken by the customer. The insurance of the good is not possible.
3. In case metal transport crates become used, they shall be dispatched to us again within 3 working days after the reception of the good as an empty packing by the relevant freight office. Costs due to late return, especially rental costs, will be charged.

§ 6 Guarantee, capacity changes

1. In case the delivery item is defective or lacks its promised properties or if it is damaged within the guarantee period due to manufacturing or material

defects, we will either repair it or replace the item in accordance with our assortment.

2. Any noticeable defects shall be notified to us in writing no later than 10 days after the reception of the delivery item, and any defects that cannot be discerned immediately after they have been noticed.

3. In case the period of grace, granted to us, has expired without replacement or the correction of the defect, or if its rectification and replacement fail, the customer has the right to require a reduction of the purchase price to the exclusion of all other claims.

4. In case the complete colour match cannot be guaranteed due to material and process engineering reasons, even when the sample of the colour is present, any compensation claims because of slight colour deviations by anodised material within the light or dark limit shall be excluded.

5. The changes, because of technical advances in dimensions and design of our products, shall remain reserved.

6. We shall take no liability for any defects, which shall be corrected by the suppliers or finishing plants.

7. Any returns shall be accepted only after prior agreement and through free shipping. In case the returned goods become damaged by the buyer, we will charge a reasonable amount for the depreciation or repair of the goods.

§ 7 Liability

The liability for damages of any kind, which goes beyond the fulfilment interest in the contract, shall be expressly excluded!

§ 8 Payment

1. The payment period is 10 days from the invoice date with 2% discount or 30 days without any deductions, unless another payment period or advance payment have been agreed. A discount on new invoices shall be inadmissible as long as older invoices have not yet been paid.

2. Bills of exchange shall be accepted only 30 days after the expiry of the invoice. They will be valid as a payment, likely the checks, when they become

cashed. Any costs and expenses incurred for this shall be taken by the debtor.

3. If the customer defaults on his payment, all the claims – even deferred from the current business are due immediately, unless the buyer provides security by providing a bank or savings bank guarantee.

§ 9 Reservation of the proprietary rights

1. The delivered goods remain our property until the complete payment of all claims – including the default interest.

2. The delivered goods may not be sold, pledged or assigned as security as long as they are our property.

3. In case they shall be distrained by third parties, we must be notified immediately. The pledging party shall be informed that the goods are our property.

§ 10 Alienability of claims

The claims from the contract shall not be transferable by the customer without our written consent.

§ 11 Place of performance, jurisdiction, applicable law

1. The place of fulfilment for our obligations under the contractual relationship is the head office of our company or the headquarters of our delivering branches.

2. The place of jurisdiction for all disputes, arising from the contractual relationship as well as its origin and effectiveness, is the district court of Magdeburg.

3. The contractual relationship is subject to the law of the Federal Republic of Germany.

Contact

🏠 JU - Metallwarenfabrik GmbH
Landauer Str. 14, 21-23
74582 Gerabronn
☎ +49 (0) 7952 603 0
📠 +49 (0) 7952 603 102
✉ info@ju-briefkasten.com
🌐 www.ju-briefkasten.com