

Terms and Conditions of Business (TIUS Shelf Assembly)

Unless otherwise excluded in writing, the following terms and conditions of business shall apply to all sales and deliveries. The terms and conditions of business of the dealer shall not apply.

1. Offers

Offers submitted by us are non-binding. An agreement only then is concluded upon our written confirmation of order.

2. Nature of the Goods

It is to be noted that goods made of wood are made from a natural material. The delivered products therefore are always unique in colour and structure. It is permissible for the structure of the woodgrain, and the wood colour, to vary. This applies particularly to additional deliveries.

3. Delivery periods

Delivery periods are only approximate unless we have otherwise expressly made an agreement in writing. We are entitled to make partial deliveries that may be invoiced separately. If the dealer refuses to accept a part delivery, it shall be liable for the ensuing warehousing costs.

In the event that through no fault of our own, e.g. by force majeure, interruption of our operations or industrial action, we are unable to affect delivery, we are then entitled to withdraw from the contract. We are obliged to inform the dealer about the circumstances that impede delivery immediately and to return any performance already rendered by it in respect to the failed deliveries promptly.

Delivery is made from our supply centre. Delivery is affected by collection or by dispatch (the latter within the meaning of section 447 of the German Civil Code). Delivery to dealers within Germany is made at our cost, including the relevant insurance premium. The risk passes from us to the dealer once we have transferred the goods to the latter or to the freight company. When additional deliveries are made of individual parts, dispatch is made at the cost of the dealer.

4. Prices and Payment

The prices are listed net of additional taxes. The dealer may only claim a right of set-off where its claim is uncontested or has been declared valid in court.

All commodities remain our property until all payments arising from the business relationship of the parties have been settled. Re-sale of the goods, for which we hereby grant approval to the extent that the dealer engages in ordinary business dealings, may only be made under reservation of proprietary rights. The dealer hereby assigns its existent and future claims against its customers to us to the extent of our claim against it. If demanded by us, the dealer shall confirm the above assignment in writing and is only authorised to undertake, within usual business dealings, the collection of the debt under the claim assigned to us. This authorisation may be revoked by us at any time.

Security agreements, pledges or assignments of the claims relating to the goods, may only be made with our written consent.

5. Liability

For consumers:

Claims of the consumer arising from deficiencies of the goods are excluded, unless we or our performing agents are acting wilfully and knowingly or reckless, are culpably injured life, body or health or the liability is in any other case mandatory, e.g. because of the injury of cardinal duties or the product liability law.

For dealers:

Claims of our contractor-consumer (dealer) arising from latent defects of the goods are subject to a limitation period of one year, ciphared from the handover. If new manufactured good by us is purchased to an ultimate customer, this limitation period starts only two month from the time when the contractor, which is purchasing the good to the ultimate customer, his claims has fulfilled.

Claims of the contractor-consumers arising from deficiencies of the goods are excluded, unless we or our performing agents are acting wilfully and knowingly or reckless, are culpably injured life, body or health or the liability is in any other case mandatory, e.g. because of the injury of cardinal duties.

The contractor-consumer can terminate or reduce the agreement, as far as the goods are not purchased to an ultimate customer, only if he unsuccessfully, and at our choice, demanded supplementary performance. In any case the dealer is obliged to inspect the goods promptly upon delivery and, in the event that a defect is found for which we are liable, shall immediately reprove. If he neglect, the commodity is reputed to be approved and he has no claims against us concerning this deficiency.

Other claims, especially consequential loss arising from lost profits or other financial loss shall not be accepted by us. Liability for injury of life, body or health remains unaffected.

6. Legal venue

Legal venue shall be the competent law court(s) in Hamburg/ Germany.