

General terms and conditions of business (AGB)

1.) Tender and conclusion

Our tenders are not binding. We work exclusively on the basis of our general terms and conditions of business. The terms and conditions of purchase of the party ordering do not become part of the terms of the contract, even if we do not expressly object to them. Our general terms and conditions of business and the content of our written order confirmation are exclusively authoritative for the content of the contract.

2.) Prices

Our prices are ex works without packaging and exclusively the statutory turnover tax. In the case of an increase in the prices of raw materials and/or manufacturing costs after the order has been placed, we are entitled to calculate an additional price in line with the rate of the price increase.

The minimum order value is € 20.00. In the instance of this amount not being complied with, we are entitled, in accordance with our choice, to deliver additional goods or to invoice the minimum amount.

3.) Delivery

Exclusively our order confirmation is authoritative for the type and the volume of the delivery. The specified delivery times apply from the technical clarification of the order; they are approximate and non binding. More or less deliveries up to a quota of 10 % of the order are admissible. In particular, they do not represent any defect and do not give grounds for claims for reduction or damage.

If divisions of the delivery are modified by the party ordering, we are entitled to charge for the interest or incidental costs incurred as a result. The risk of accidental loss and accidental deterioration of the delivery item pass to the party ordering with the notification of the readiness to dispatch, otherwise, when the delivery item is handed over to the shipper. This also applies if delivery is agreed free domicile.

4.) Payment

In the case of the agreed date of payment being exceeded we are entitled to demand interest at the amount of at least 8 % points above the respective basic rate of interest. We reserve the right to assert a higher claim.

5.) VAT

Unless otherwise indicated, is the invoice date coincides with the time of delivery and performance.

6.) Reservation of title

The delivery item remains our property until payment in full. The party ordering is entitled to further process and/or to resell the delivery item within the frame of his usual business activity. In this case an extended reservation of title applies.

If an order requires a tool which is manufactured by us or by a third party commissioned by us, the pro rata price of the tool to be paid by the party ordering is due payment immediately. In view of our constructive work tools always remain our property.

7.) Copyright in design

In the case of orders which we perform in accordance with designs, drawings and/or models of the party ordering, the party ordering is responsible for ensuring that no third-party industrial property rights are infringed. If this should nevertheless be the case, the party ordering is obliged to exempt us from third-party claims.

Designs and plans which we have made must neither be copied nor reproduced nor made available to third parties nor must third parties be given permission of use, especially our competitors.

8.) Warranty

We must be notified in writing of defects immediately, however, at the latest within 5 working days from receipt of the delivery item. Hidden defects must be notified immediately after they have been identified. Otherwise, the delivery item is regarded as accepted.

If it is shown that there are grounds for the notice of a defect, in accordance with our choice we carry out rectification of defects or we provide a replacement free of charge.

We are liable in the instance of damage not to the delivery item itself - for whatever legal reason – only with intention or gross negligence in the instance of negligent injury to life, body and health.

Further claims on the part of the party ordering are prohibited.

We are only obliged to provide special inspections and/or documentation if this was agreed in writing before the conclusion of the contract.

9.) Delivery time/default in delivery

If there are delays in the delivery of the delivery item due to operational breakdown for which we are not responsible, the agreed delivery times are extended accordingly. In particular, the compliance with the delivery time is subject to the reservation of on-time self delivery. We inform the party ordering as soon as delays in delivery become foreseeable.

10.) Applicable law, place of jurisdiction

The law of the Federal Republic of Germany applies exclusively for all legal relationships between us and the party ordering to the exclusion of the Hague Conventions Relating to a Uniform Law on the International sale of Goods.

The place of jurisdiction is the court which is competent for our registered office. However, we are also authorised to institute legal proceedings at the head office of the party ordering.

11.) Written form clause

Regulations which vary from these provisions and each modification of the content of the contract shall be made in writing in order to be valid. This also applies to this written form clause.

12.) Other clause

If individual provisions of these general terms and conditions of business or contractual agreements between us and the party ordering should be invalid or impracticable or become invalid or impracticable after conclusion of the contract, the validity of the other provisions remains unaffected. In place of the invalid or impracticable provision a valid and practicable provision which comes closest to the intended commercial purpose of the invalid and impracticable provision shall be agreed. This applies accordingly in the instance that provisions are shown to be incomplete.



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