Terms of Sale and Delivery of Bauerfeind AG (General Business Terms)
- International -

Prices are quoted net ex works in Euro currency, plus freight and taxes, if any.

Dispatch at buyer's cost and risk even if the buyer does not bear the transportation cost. Disruptions of operations affecting us or any of our suppliers, lack of suitable personnel, strike, lockout and force majeure are causes for extending delivery and relieve us of any delivery obligation for the time of the obstruction.

Returns outside the warranty terms are only accepted after prior advise and approval of Bauerfeind to the return, provided the original delivery documents are submitted; it is supposed that the returned goods are in proper state.
We reserve the right of rejecting the acceptance of any returned consignment. We charge an administration fee of 10 € for every consignment returned outside the warranty period. The administrational fee for goods returned 1 month or more after the date of delivery is additionally 20 % of the net order value, subject to a maximum of 25 € per article and piece; the fee is additionally 40 % of the net order value of goods returned between 6 months and 12 months after the delivery date, subject to a maximum fee of 50 € for each article and piece. Goods returned outside the warranty 12 months or more after the date of delivery will not be accepted back.

Payment to be made immediately after presentation of the invoice. First deliveries are only made against advance payment. If the customer is in default, any further delivery will only be made against advance payment.
We charge interest on arrears at the rate of 8 % above the applicable base rate from the time at which payment is delayed. Payments by check, draft, etc. are deemed to be made when the amount has finally been credited to our account.

Retention of title We retain the title to all goods delivered until the buyer has paid all amounts outstanding under our business relations with him. The retention of title also applies proportionately to goods which have been processed or otherwise modified. If the goods are sold all claims on third parties are deemed to have been assigned to us without proviso up to the total amount owing to us. Notwithstanding the assignment, the buyer is entitled to the collection of these amounts. Our right to collect the amounts is not affected by the preceding provision; however, we undertake to refrain from collection unless the buyer defaults on payment. If the buyer defaults on payment we can demand that the buyer disclose the assigned claims and the names of the debtors, provides all information required for collection of the debt,

delivers all required documents and informs the debtors (third party) of the assignment. The buyer is not permitted to sell, hypothecate or assign the goods as security. Hypothecation, confiscation or any other action of constraint taken by a third party shall be communicated to us by the buyer without delay and he shall provide all information and documents to enable us to defend our rights. We undertake to release, on the buyer's demand, any security which exceeds a secured claim that has not been satisfied by more than 20%.

Complaints

Warranty claims due to obvious defects expire unless notified to us in writing without delay within the meaning of Article 377 HGB (German Commercial Code). For the rest, the time bar for warranty claims is 1 year after delivery of the goods purchased. If the goods are defective, we make replacement delivery or repair the goods at our choice. For reasons of hygiene, repairs can only be made to washed goods and goods which are of good hygienic condition. If and to the extent to which we fulfil our duties of supplementary performance, in particular, the repair of defects or delivery of goods without defect, the customer cannot demand a price reduction or rescind the contract unless our attempts at supplementary performance have failed. Defects which are due to normal wear and tear, overstrain, misuse, neglect of care or non-compliance with the instructions for use are not covered by warranty.

Liability

for damage is excluded unless we or our servants are found to have acted with gross negligence or intention. This limitation of liability does not apply to damage due to injury of life, body or health or the violation of a major contractual duty.

Legal venue

The place of performance is the business seat of this company. The legal venue for all controversies from the business relations is Gera.

Partial invalidity

If any provision in these Terms of Sale and Delivery should be or become invalid or unenforceable, the other provisions will not be affected by this. The ineffective or unenforceable provision will be substituted by a valid and enforceable provision which reflects the original intention of the parties as closely as possible.