I. General provisions

1. Deliveries and services of Magnetfabrik Bonn GmbH (hereinafter referred to as Supplier) will take place exclusively under the conditions of sale and delivery of Magnetfabrik Bonn GmbH below.

2. Failure by the Supplier to disclose different provisions of the Ordering party is not to be regarded as agreement to the latest provisions by the Supplier or their application.

3. Provisions of the Supplier which deviate from the General conditions of sale and delivery require written confirmation.

4. Individual agreements concluded in an individual case with the Ordering party, including ancillary agreements, supplements and amendments, will have priority over these General conditions of sale and delivery.

II. Scope of deliveries and services

1. All quotations provided by the Supplier remain subject to change. This also applies if the Supplier provides the Ordering party with technical or other data (measurements, calculations, references to both product standards, other product descriptions or documentation – also in electronic form –, to which the Supplier reserves right of ownership and copyrights).

2. In the event that the delivery of goods ordered is to be a binding offering of a contract. Insofar as nothing to the contrary arises from the order, the Supplier has the right to accept this offer within ten working days as of receipt.

3. The number of items ordered can be delivered with up to 10% over or under the quantity ordered if the Supplier’s immediate period of limitations (§§ 195, 199 BGB) would be exceeded. Goods remaining unsold are to be returned to the Supplier at the Supplier’s expense and without further notice. Goods to be returned are to be packed as specified in the order and within a period of six weeks after the Supplier’s written demand that the goods are to be returned. In this case, the Supplier notifies the assigned claims and their providers, all information required for the collection, hands out the associated documentation and notifies the debtors (third parties) of the assignment. In addition, the Supplier has the right to take over the authority of the Ordering party for further dispatch and processing of the goods under reservation of ownership.

4. Any service value added tax inclusions in our claims by more than 10%, at the request of the Ordering party the Supplier will release securities of his choice.

5. The Ordering party is obliged to inform the Supplier immediately of compulsory execution measures by a third party resulting from or out of reservation of ownership and other securities by handing over the documentation necessary for the revocation.

6. If the request of the Ordering party, the Supplier must immediately make available a list from the purchase.

III. Returns and shipping

1. The risk of accidental destruction and the accidental deterioration of the goods is transferred to the Ordering party as soon as the delivery is offered to the transport company. In the event of a rejected delivery, the Supplier will be entitled to choose the mode of dispatch to be used by the transport company.

2. The packaging and shipment will take place with the normal care – at the expense of the Ordering party. If requested otherwise, the Ordering party shall pay the additional costs of the packaging and the shipment.

3. Warranty claims

- The Supplier is liable for defects, which also include the lack of promised properties, in accordance with the following provisions:
- The basis for liability for defects is above all the agreement reached about the features of the goods. The product description and information from the manufacturer, which are the subject of the individual contract or were made public by the Supplier (in particular in catalogues or on the website homepage) at the time the contract was concluded, are decisive in this respect.
- Claims for defects by the Ordering party are limited to the right to subsequent performance. The Supplier has the option of providing subsequent satisfaction through correction of the defect (subsequent improvement) or through the delivery of a defect-free item (replacement). The right of the Supplier to refuse subsequent performance under the statutory conditions remains unaffected. The Ordering party must give the Supplier the necessary time and opportunity to satisfy the defect. If the defect has been made for examination. In the event of a replacement delivery, the Ordering party must hand the defective item back to the Supplier in accordance with the statutory provisions. Subsequent satisfaction includes neither the dispatch of the replaced item and the delivery of the replacement, nor the incurring of additional costs. If the defective goods have been resold, the Ordering party must pass the flat rate against the defect to the Supplier (e.g. the full purchase price, product price).
- If subsequent satisfaction by the Supplier fails, the Ordering party can reduce the purchase price or withdraw from the contract. However, if the Supplier has previously set the Ordering party the opportunity to choose, the reduction of the purchase price or the withdrawal from the contract must take place by using the surname, if payment is not made in accordance with this.
- If after the conclusion of the contract it becomes evident (for example through an application for the insolvency proceedings or insofar as access is made by a third party (e.g. attachment) regarding the goods belonging to the Supplier), the Ordering party is in any case to follow the purchase price; the latter’s defect (building material), the statute of limitations amounts to five years as of delivery in accordance with the statutory provisions.
- If the Supplier has maliciously concealed a defect or has assumed a guarantee for the features of the contract, the limitations period begins one year after knowledge of the defect or of the defect concealment. If the Supplier cannot be notified of the defect by the time he has provided the notice of defects, claims for defects by the Ordering party require that the latter has complied with its statutory obligations to investigate and/or notify defects, the liability of the Supplier begins to run after the Supplier’s statutory and contractual obligations have been fulfilled.
- The Supplier is not liable for defects if it provides a sufficient description of the content of the guarantee and the duration as well as the territorial area of validity of the guarantee protection.

IV. Claims for compensation

1. Insofar as nothing to the contrary arises from these General conditions of sale and delivery including the subsequent provisions, the Supplier is liable in accordance with the statutory provisions for a breach of contractual and non-contractual obligations.

2. The Supplier is liable for compensation – regardless of the legal grounds – as part of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, the Supplier is liable subject to the statutory restriction of liability (e.g. care of one’s own affairs; negligible breach of obligations) only.

a) with intent to cause injury to life, body or health;

b) for losses arising from a breach of a major contractual obligation (obligation whose satisfaction makes the correct implementation of the contract possible in the first place and on which compliance the contracting partner regularly relies) the Supplier shall be liable without limitation to liability for compensation for the foreseeable loss which occurs typically.

3. The Supplier is liable in accordance with the above also apply in the event of breaches of obligations or by or in favour of persons for whose culpability the Supplier is responsible in accordance with the statutory provisions. They do not apply as infringers as the Supplier has maliciously concealed a defect or has assumed a guarantee for the features of the goods and which have been made public by the Supplier (in particular in catalogues or on the website homepage).

X. Statute of limitations

Claims against the Supplier according to the statute of limitations in the event of § 438 Para. 1 No. 3 BGB expire one year after delivery. Insofar as acceptance has been agreed, the period of the statute of limitations begins with acceptance. However, if the goods are a structure or an item, which has been used in line with its usual type of use for a structure and has caused the latter’s defect (building material), the statute of limitations amounts to five years as of delivery in accordance with the statutory stipulation (§ 438 Para. 1 No. 2 BGB). The above-mentioned periods under the statute of limitations of purchase are reduced to a shorter period of limitation in individual cases. However, claims for compensation by the Ordering party in accordance with Section X as well as in accordance with the Product Liability Act will fall under the statute of limitations exclusively in accordance with the statutory periods of limitation.

XI. Instructions and product monitoring

1. The Supplier is obliged to comply with the product instructions lead by the Supplier or his own suppliers and pass them on to his purchasers also in the event of combining, mixing, blending and processing with a special reference, in particular the notices and technical and delivery conditions.

2. The Supplier is obliged to agree a stipulation corresponding to Section I above with its buyers of products of the Supplier.

3. If the Supplier does not satisfy its obligations in accordance with Sections 1 and 2 above and if as a result this triggers product or producer liability claims against the Supplier, the Supplier must release the latter from the claims in the first place and on which the harmful event relies (if circumstances for which the Supplier is responsible have become part of the cause, release will take place in accordance with the proportion of the cause.

4. The Supplier is obliged to monitor the Supplier’s products and their practical use. This also applies after resale, as well as the Supplier is liable also in the event of the contractarian obligations of the Supplier will be released.

5. The Supplier is liable for claims resulting from a breach of a contractual obligation (breach of contract) if the Supplier has failed to inform the Ordering party in a reasonable manner at an early stage about the exclusion of liability (e.g. product liability). If the Supplier has informed the Ordering party in a reasonable manner at an early stage about the exclusion of liability (e.g. product liability) the Supplier is liable for claims resulting from a breach of a contractual obligation (breach of contract) if the Supplier has informed the Ordering party in a reasonable manner at an early stage about the exclusion of liability (e.g. product liability).

XII. Place of jurisdiction and applicable law

1. The place of jurisdiction, if the Ordering party is a trader, is Bonn for all disputes arising directly or indirectly out of the contractual relationship. Insofar as the Supplier has its general place of jurisdiction.

2. The place of jurisdiction, if the Ordering party is a non-trader, is the place of delivery. The Buyer has the right to open a claim against the Supplier if the Supplier has its general place of jurisdiction.

3. The place of jurisdiction, if the Supplier and the Ordering party’s General conditions of sale and delivery are subject to the law of the Federal Republic of Germany excluding all references to other legal systems and international contracts. The validity of the United Nations Convention on Contracts for the International Sale of Goods is ruled out.