

Conditions and Terms 2024/04

I. General

1. These conditions are applicable to all current and future legal relationships between us and the buyer such as our offers and sales, customer services and warranty. Our conditions and terms apply exclusively. Deviations and amendments require our written endorsement. Any business conditions of the buyer only become effective if we expressly declare in writing that we are prepared to execute the contract under these conditions. In this case, our own conditions are also applicable provided that and insofar as they do not contradict the conditions of the buyer.
2. Agreements reached with and assurances made by our sales representatives require our written endorsement to become effective.
3. The place of fulfilment and exclusive legal place of jurisdiction for both parts of the contract and for all proprietary claims from the contract, including claims from bills of exchange, cheques and similar financial instruments, as well as from indemnification and from contract cancellations and contract terminations is Mutlangen / Germany.
4. We reserve the right to correct obvious miscalculations and typing errors, as well as mistakes that are apparent to the buyer.
5. The buyer is bound to his purchase offer for a period of 4 weeks. The contract is concluded if we have confirmed its acceptance in writing within this time period or if delivery has been affected. We will immediately inform the buyer in the event of the non-acceptance of his purchase offer.
6. If, at the request of the buyer, an order or an invoice is transferred to a third party which has declared its consent to us in this regard, the buyer explicitly assumes liability for the realization of our claims, after we have pointed this out to him and did not receive a contrary statement within a period of two weeks after receipt of this notification.
7. Our contractual relationships with foreign customers are subject to German law.
8. If we have been entrusted with design services, all plans issued by us remain our property. Without our consent, they may neither be duplicated nor made accessible to third parties, particularly competitors.

II. Prices and payment conditions

1. Our prices are quoted ex works which means that costs for transportation, freight, carriage and customs will apply additionally. From a net value of the goods of €7,000.00 per shipment, we deliver free property boundary, accessible by truck, within mainland Germany. Unloading and placement to the intended place are not included. In deviation from this, full transportation costs always apply for whirlpools and plunge pools, regardless of the net value of the goods.
2. If delivery is affected more than 4 months after conclusion of the contract and if the buyer is responsible for the delay, the pricelist prices valid on the day of delivery will apply. Regarding the regulation of prices for call-off orders, see section IV/3.
3. Our invoices for deliveries of goods are to be paid strictly net within 30 calendar days from the invoice date. As far as factory services such as commissioning are included in the invoice, the related invoice amounts are due at latest after execution and acceptance. Prepayment is required before delivery of consignments with a gross value of over € 40,000. Our invoices for customer services and repairs are to be paid strictly net within 10 calendar days from the invoice date. Payment conditions for export orders are either delivery against an irrevocable letter of credit, cash against documents or prepayment.
4. In case of a delay in payment, interests for late payment may be charged to the buyer, amounting to the current bank rates, however at least interests amounting to 5% above the interest base rate. In case of due payments from previous orders or a delayed acceptance of ordered goods, we may withhold any outstanding deliveries until the delay has been cleared or deliver against cash on delivery or bank guarantee.
5. The buyer may only be able to offset our claims if his counterclaim is indisputable or if a legally binding title exists.

III. Retention of title and security transfer

1. All purchased goods remain our property until the buyer has fulfilled all liabilities under the purchase contract, all delays in payment of purchase orders have been cleared and all obligations from services performed by us regarding the value preservation of the goods have been compensated for. The purchased goods remain our property until all debts arising from current business relationships have been settled. In the event that an excess security should occur on our side, we shall declare release upon the buyer's request accordingly.
2. Resale of goods that have been delivered under retention of title is only permitted within the ordinary course of business. Until all obligations towards us have been fulfilled completely, the buyer may neither pledge the goods nor transfer them as a security. As long as the retention of title exists, the buyer must inform us immediately by registered letter regarding actions of creditors, particularly regarding seizure of the purchased goods. In addition, he has to compensate for any costs occurring for measures to remedy these actions, in particular for intervention processes, if they cannot be withdrawn by the counterparty. The same applies for any other actions of third parties.
3. As a security, the buyer assigns to us any claims up to the amount invoiced by us until all of his obligations towards us have been completely fulfilled. This refers in particular to the complete payment of the purchase price under the agreed contract, as well as to the buyer's demands arising from the resale of the goods delivered by us.

IV. Delivery and acceptance

1. If we exceed an agreed delivery date, the buyer must allow us a reasonable extension. The delivery period begins on the date on which we have confirmed the order placed with us and it is complied with if the shipment has left our factory during this period. If, after conclusion of the contract, the buyer requests a different version of the purchased goods or other purchased goods, we may extend the delivery period accordingly.
2. The passing of risk is determined by the law.
3. The buyer is obliged to take delivery of the goods ordered on a call-off basis no later than 12 months after the conclusion of the contract. In principle, the order must be called-off at least four weeks prior to the desired delivery date. If the buyer is behind schedule with the acceptance of the purchased goods, the purchase price must be paid on a delivery-versus-payment basis against release of the goods. If the order is called off later than 4 months after the conclusion of the contract, the prices valid on the delivery date will apply. In case of an upcoming price increase, the buyer will be informed in due time.
4. The buyer must check the shipment immediately for content and completeness, as well as for damages in transit. In order to assert any claims towards us resulting from losses or damages in transit, the buyer must determine them immediately and inform us without delay, in particular by providing us with a damage report issued by the carrier of the goods.
5. If the buyer is behind schedule with the acceptance of the purchased goods for more than four weeks or if he refuses acceptance, we are entitled to either withdraw from the contract or to demand the fulfilment of the contract or compensation for its non-fulfilment, after we have offered the buyer an extension of 14 days and the extension has expired without result. In the event of compensation, we may demand 15 % of the net selling price without providing any evidence, irrespective of our right to claim and proof a higher damage. The buyer may provide evidence that we have suffered lower damage or no damage at all.
6. If, at the request of the buyer, the contract is cancelled by mutual agreement before or after the delivery of the purchased goods, the buyer must pay 15% of the net selling price. The buyer must bear the costs for any potential redemption or reconditioning of the purchased goods.
7. We exclusively owe the delivery of the ordered goods and their functionality, which is checked by our employee during commissioning. The specialist company assigned with installation is solely responsible for the acceptance of the entire installation and will indemnify us in our internal relationship in the event of recourse claims. We do not perform any inspection of the works of third parties.

V. Warranty

1. We provide warranty for accuracy of material and workmanship of the purchased goods in accordance with the respective state of the art, as well as for the execution of customer service works according to the acknowledged rules of technology, namely as follows:
 - 1.1 The warranty period for purchased goods is 2 years, except for deliveries or other performances for a specific construction within the meaning of §§ 438 section 1 no. 2, 634 a section 1 number 2 BGB (German Civil Code) for which a warranty period of 5 years applies. A warranty period of 1 year applies for used goods and for goods that have been factory-overhauled.
 - 1.2 The warranty period for purchased goods begins when they are handed over, even if we have agreed to perform commissioning. The warranty period for customer services starts with their acceptance.
 - 1.3 We fulfil our warranty obligations by repairing or replacing the purchased goods affected by faults free of charge and at the buyer's option, as well as by remedying inadequate customer services, repairs or other factory services free of charge. In the event of the right of legal recourse of the contractor according to § 478 BGB (German Civil Code), we reserve the right to undertake the warranty case on our own account. The contractor is obligated to inform us about any claims of customers without delay.
2. Any components removed and/or replaced as part of warranty, customer service or repair works, will become our property without any compensation.
3. The buyer is only entitled to claim damages if we have acted with gross negligence.

Any data arising from the existing contractual relationship between the buyer and us will be stored by us for data processing purposes, but will not be forwarded to third parties.