



Terms and conditions

June 2022

Scope of Application

Exclusively our terms of sale, delivery and payment, with which our customer agrees with placing an order, are valid for all made transactions. This is valid also for future business, even if there application is not expressly agreed again. Divergences of these conditions can be valid only as far as they have been recognised expressly and in written form by us. Employees are not authorised to meet agreements which contradict these terms of business all or partly.

Offers

Our given offers are subject to change. All orders placed with us do not become binding until we have issued an order confirmation. Amendments and modifications of any order are only binding in written form. The prices quoted in our offers have only validity for two months, unless other arrangements have been made expressly in writing.

Prices

The agreed prices are net ex-works, excluding packaging, transport, customs and VAT. Changes in material and wages etc. entitle us to adjust the prices accordingly.

Also it is exempted to us, to withdraw from orders whose part deliveries applies for a longer duration without compensation if an arrangement on a suggesting prize adaptation does not come about.

With basic agreements the rest goods amount is calculated at the end of the decrease period. If the call of the product or the service is delayed, the resulted add-on costs from material rise, payment of interest, storage costs, pay raises and all further attacking costs will be charged.

Terms and conditions of payment

Notwithstanding the right to enter into any other agreements, the customer commits to paying the invoiced amount within 30 days of receipt of the invoice and the due date of the invoiced amount. If the customer culpably permits this payment period to elapse, the customer shall be considered to be in arrears, even without reminders. The due date for payment is the date of issue of the invoice plus 3 days allowance for reception of the invoice. New customers have to pay pre cash with the first three orders without discount payment deduction, except another written arrangement was met. A possible defect of the delivered goods does not entitle the customer to keep the payment back or to shorten the amount. The settlement of counterclaims is allowed only if it has expressly been recognised by us. In case of a default bank-customary interest is to be paid provisory to the assertion of other compensation claims.

Delivery period

Agreed terms of delivery will be kept as good as possible. The delivery by us occurs under the reservation that we ourselves are supplied properly and on time and do not have to represent the missing availability. In special cases we can deliver an order also in part deliveries. A remarkable delay in the delivery does not give the right to the customer to resign from the bill of sale or to assert a recourse claim to substitute direct or indirect delay damage.

Packing materials

Separately settled or in the price included packaging are not taken back.

Complaints

Remarkable complaints are recognised by us only immediately after receipt of the product. They are to be directed in writing to us. Complaints are checked by us and result are informed in writing.

Warranty in case of defects

Obvious defects shall be reported immediately in writing, but no later than two weeks following receipt of the goods. Hidden defects shall be reported immediately in writing, but no later than two weeks after their detection. Warranty claims outside of these stipulations shall not be accepted.

Excluded from liability are any defects and damage caused by the customer's manhandling, improper installation or other type of damage inflicted on the products. The same applies to any defects and damage attributable to subsequent modifications of the purchased part(s) which do not represent state-of-the-art practices, unless the seller has provided his express prior permission to such modifications. Claims of damages by the customer due to defective goods shall expire after two years from delivery (ex works).

Intellectual Property / Commercial Proprietary Rights

The customer shall not be granted any usage rights for our own sketches, drafts, final drawings/designs, layouts, software, printing files, data carriers etc. for which we have secured or acquired intellectual property or commercial proprietary rights.

Place of Performance

Place of performance for any and all obligations arising from the contractual relationship is the headquarter of the company in 72366 Balingen. These terms of business shall be governed by the laws of the Federal Republic of Germany.

Reservation of proprietary rights

The product and service delivered by us remains ours until complete payment. If the product is resold before or after treatment or processing, the outselling price belongs to us to cover our claim.

Company Address

Baumeister & Schack GmbH & Co. KG
Mühlsteigstr. 6
72336 Balingen
info(at)baumeister-schack.de

Tax-Id-Nr.:
DE 815189308

Amtsgericht Stuttgart:
HRA 725257, HRB 734018

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