

# General terms and conditions

## 1. Scope

Our online shop is exclusively for traders.

In addition to verifying your status as a trader within the ordering process, we are entitled to request evidence of your status as a trader by provision of suitable, current documents such as a trade register excerpt or business registration documentation.

The present Terms and Conditions shall also apply to future business relations, without any further need of reference thereto. Where the trader employs conflicting or supplementary General Terms and Conditions, we hereby object to their validity; such Terms will only become a contractual component if we expressly agree to them.

## 2. Contractual partner, formation of contract

The contract is concluded with Wiegand &Partner GmbH.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

## 3. Contract language, saving of the contract text

The language(s) available for concluding the contract: German, English, French, Italian

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. For security reasons, the text of the contract cannot be accessed via the internet.

## 4. Delivery conditions

Delivery costs are added to the product prices as displayed. Delivery charges are explained within individual product offers.

You are entitled to collect your order from Wiegand &Partner GmbH, Werner-von-Siemens-Str. 6, 82140 Olching, Germany during the following hours of business: Monday till Friday 10:00-13:00

We do not deliver to packing stations.

Where the product that you have ordered from us is unavailable because we have not received the supplies ordered from our reliable supplier, without fault on our part and in spite of placing appropriate orders, we will inform you of this immediately in the confirmation of order. We will thereby be released from our obligation to perform and can withdraw from the contract. If you have already made payments, we will refund these without undue delay.

Subject to delivery from our suppliers, we will ensure speedy delivery. Where part of the order cannot be delivered immediately because we have not received the supplies ordered from our reliable supplier, without fault on our part and in spite of placing appropriate orders, we will deliver the remaining goods in an additional shipment without recalculating the shipping costs, insofar as this is reasonable for you.

## **5. Payment**

The invoice amount is due for payment upon contract formation. You hereby agree that all invoices will be provided by email. Such consent can be revoked at any time.

In the case of late payment, we reserve the right to invoice you statutory interest for late payment amounting nine percentage points above the basic interest rate and a flat fee of 40 euros. Further claims remain unaffected hereby.

In our shop, the following payment methods are basically available to you:  
Cash payment at pickup, Credit card, Direct debit process, Invoice, Sofortüberweisung

A right of set-off is only available to you if your counterclaim entails mutuality of obligation with respect to our principal claim, is undisputed by us or has been legally established.

A right of retention is only available to you if your counterclaim is based on the same contractual relationship.

## **6. Retention of title**

We retain title to the goods until complete settlement of all claims under our current business relationship. You may resell goods subject to retention of title in the ordinary course of business; you shall assign all receivables from such resale – irrespective of combination or mixing of the goods subject to retention of title with a new article – in the amount of the invoiced amount to us in advance and we shall accept such assignment. You remain entitled to collect the receivables, however we may collect the receivables ourselves insofar as you fail to fulfil your payment obligations.

If you combine, mix or process goods subject to retention of title with other articles, we shall acquire co-ownership of the new article at the ratio of the value of the goods subject to retention of title to the other articles processed at the time of combination, mixing or processing. Where your article is considered to be the principal article, you shall grant us proportionate co-ownership. We undertake to release securities available to us, upon your request, where the value of the securities exceeds the receivables being secured by more than 10%.

## **7. Damage during delivery**

The risks of accidental loss or deterioration of the goods will transfer to you once we have submitted the item to the haulier, carrier or other contractor for forwarding to the defined person or establishment. "Kaufleute" as defined by the German Commercial Code (HGB) are subject to the inspection and notification requirements set out in § 377 HGB: The purchaser must examine the goods immediately after their delivery by the vendor, as far as this is practicable in the ordinary course of business, and upon the discovery of any defect must immediately give notice thereof to the vendor. Should you fail to comply with the instructions set out therein; the goods will be deemed to have been approved unless the defect was not detectable on inspection. This shall not apply if a given defect has been concealed by us deceitfully.

## **8. Warranty and guarantees**

Statutory warranty rights shall apply.

## **9. Liability**

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- • for injury to life, limb or health
- • for deliberate or grossly negligent breach of duty
- • for guarantee commitments, where agreed
- • towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

## **10. Code of conduct**

We have submitted to the following codes of conduct:

Member of the Initiative "Fairness im Handel": <http://www.fairness-im-handel.de>

## **11. Final provisions**

German law shall apply to the exclusion of UN Sales Law.

If you are a "Kaufmann" within the meaning of the German Commercial Code (HGB), public-law legal entity or special public-law fund, the exclusive legal jurisdiction for all disputes from contractual relationships between us and you is our registered office.