
Technischer Kundendienst in der Textilreinigung

Reiner Kettner

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Terms and Conditions of Sale and Delivery

1. General

These terms and conditions are used as a basis for all deliveries and services unless otherwise expressly agreed. Divergent terms and conditions of the customer are not accepted.

2. Obligations of the customer

It is the obligation and duty of the customer to apply for an official permit as well as to clarify in advance the physical installation conditions and the requirements. This applies in particular to both the static and dynamic stress caused to structures by machine installations.

3. Delivery time

The compliance with the delivery time implies the punctual and correct performance of the customer's obligation. Delays in delivery caused by act of God, labour disputes or other occurrences are out of our sphere of influence. If the customer falls into default of acceptance or if it culpably breaches other cooperation duties, we shall be entitled to request damages including any possible additional expenses. Further claims are reserved. We are liable to the legal regulations if the delay in delivery is based on a deliberate or grossly negligent breach of contract for which we are responsible. The compensation amounts to a lump sum of 0,5% of the order value per week, in total, however, no more than 5% of the delivery. We reserve the right to claim higher compensation for damages, just as the ordering customer reserves the right to prove that no higher damage was done or that the damage is considerably lower than the set lump sum. If the delivery goes to non-EU countries or to the EU excepted territories Helgoland and Büsingen, no delivery time guarantee can be given due to customs clearance.

4. Transfer of risk - Packing costs

The risk passes to the customer upon delivery. Packaging according to packaging regulations are nonreturnable. The customer shall take care of the disposal of packaging at his own expense.

5. Liability for defects and warranty

Insofar as the item contains a defect, the customer shall notify us thereof in written form within 7 working days after receipt of the delivery.

6. Retention of titles and securities

We reserve the ownership of the item purchased until all payments resulting from the performance and supply contract have been received. In a case where the customer is in breach of the contract, in particular in case of delay in payment we shall be entitled to take back the item. The taking back of the goods does not constitute a withdrawal from the contract, unless we have expressly stated in writing. After return of the item we shall be entitled to dispose of it and the revenue from its disposal will be deducted from the liabilities of the customer minus appropriate disposal costs. An eventually remaining residual claim as a result shall be paid by the customer to us. All parts delivered (items iS § 90 BGB) remain property of the vendor until full payment has been effected. As long as they are not paid in full, they will not remain permanent but according to the concordant will of the contract partners they are items which are only connected for a temporary purpose (iS § 95 BGB). However, if the items fall under the legal regulations of connection, mixture, processing (§ 946 ff BGB) then, according to the concordant agreement of the contract partners, they are considered as main item and the other connected, mixed and processed parts as essential components of the item belonging to the seller which serve the seller with connection, mixture or processing as ownership by way of security.

7. Acceptance, delay and recession of the contract

If the customer refuses the acceptance of the item after a special deadline or declares in advance that he is not able to accept the goods, we shall withdraw from the the contract and claim compensation because of non-fulfilment. This compensation amounts to 25% of the gross purchase price. We reserve the right to claim higher compensation for damages, just as the ordering customer reserves the right to prove that no higher damage was done or that the damage is considerably lower than the set lump sum.