

General terms and conditions of sale and delivery

Kommunaltechnik Pierau GmbH

1) General

Only these terms of sale and delivery apply to all deliveries and services. Deviating agreements are valid when we have confirmed them in writing.
Illustrations, dimensions, weights and colors in catalogs, price lists and other printed materials are only approximate unless they have been expressly designated by us as binding.
We reserve the right to make changes that are technically necessary or urgently necessary for the design.

2) Offers and orders

Our offers are always subject to change unless they are designated as fixed offers.
Agreements, in particular verbal side agreements, commitments, guarantees and other assurances from representatives and employees before or upon conclusion of the contract must be in text form to be effective.
In cases of orders for custom-made products, under-deliveries and over-deliveries of up to 15% of the order volume must be accepted at extra cost.
For small orders up to a value of EUR 30.00 we can charge handling costs of EUR 10.00.

3) Prices

Unless otherwise expressly agreed, our prices are ex our Gehrden/Hannover headquarters; they do not include VAT, packaging, freight, insurance, customs duties or public charges.
We choose the packaging appropriately and take it back within the scope of our legal obligations if you send it back to us free of carriage charges.
If there is a significant change in order-related cost factors (e.g. wages, starting material, energy costs), the agreed price can be adjusted within a reasonable scope in accordance with the influence of these cost factors.

4) Delivery

Unless otherwise agreed, we choose the shipping method, shipping route and carrier at our own discretion.
With the delivery to our shipping officer, but at the latest when leaving our warehouse, the risk of accidental loss and accidental deterioration of the goods passes to the customer. Partial deliveries are permitted.

5) Delivery time

The delivery times and deadlines are considered to have been met if the goods have left the factory/warehouse by the expiry date or if we have announced that the goods are ready for dispatch.
If we are in any way obstructed to fulfil our delivery obligations by unforeseeable circumstances, which we cannot prevent despite the care (e.g. business destruction, delay in the delivery of essential sub-elements, raw or building materials), the delivery time will be extended accordingly.
If the delivery or service becomes impossible due to the circumstances mentioned above, we are released from the delivery obligation. The same applies in the case of strikes and lock-outs. If the delivery time is extended in the aforementioned cases or if we are released from the delivery obligation, all claims for damages deriving from this will cease to apply.

6) Terms of Payment

Pricing and calculation apply in EURO. All changes in the exchange rate of the EURO that occur after the conclusion of the sale affect the customer.
Unless otherwise agreed, the payment of invoice amounts must be made within 14 days of the invoice date with a 2% discount and within 30 days net. Checks only count as payment once they have been cashed.
If the target is exceeded, the delay costs can be calculated at 3% above the German Federal Bank discount rate, provided that we are unable to prove any higher debit interest.
We only send unknown customers against payment in advance of the invoice amount.
When accepting orders, we require our customer's creditworthiness.
If we become aware of reasons that gives rise to justified doubts regarding continued compliance with the proper payment (e.g. comparison procedure, imminent payment settings), we are entitled to withhold deliveries that have not yet taken place and to withdraw from the contract.
All of this does not release the customer from his obligations arising from the parts of the contract that we have already fulfilled.
Withholding payments or offsetting against any counterclaims of the customer is permitted if these have been legally established or are not disputed by us.

7) Notification of defects

Notices of defects and complaints regarding the defects, number of items or quality of the goods, also with regard to so-called hidden defects, insofar as these can be ascertained by reasonable examinations, must be made immediately, but no later than 10 days after receipt of the goods.

We limit our warranty obligation to either replace the defective goods after returning them to us by a replacement delivery or to take them back at the calculated price.
We exclude further warranty claims, as well as liability for consequential damage. When taking back goods, we determine the mode of transport.

8) Retention of title

The delivery of our goods is always subject to retention of title. Until full payment of all claims due to us from the business relationship with our respective customer, he is not entitled to pledge the goods to third parties or to transfer them as security.
If the goods delivered subject to retention of title, regardless of their condition, are resold by our customer, the customer assigns to us the claims against the customer or third parties with all ancillary rights arising from the sale or installation for the customer upon conclusion of the contract.
If the customer includes the claim from the resale of our goods in a current account relationship with his customer, the current account claim is assigned in full. After balancing, the recognized balance replaces it, which is deemed to have been assigned up to the amount that made up the original current account claim.
In the case of an ongoing invoice, our retention of title and the assignment as security serve as security for our entire balance claim. If the reserved goods are sold with other goods that do not belong to us, the resulting claims will be assigned to us in the amount that corresponds to the proportion of the goods delivered by us.
If the goods delivered by us are processed or remodeled, the processing or remodeling will be carried out for us, so that it is not the customer who acquires the property in accordance with § 950 BGB (German Civil Code) but we.
The above agreements apply accordingly to the further sale of such processing goods, to which the customer is authorized in the ordinary course of business.
If the customer processes the goods delivered by us with other goods that do not belong to us, we will retain a share of the ownership of the new product to the extent that it results from the ration of the invoice value of the reserved goods plus the total increase in value resulting from the processing total increase in value resulting from the processing on the one hand and the purchase price of the other processing goods not belonging to us on the other hand. The above agreements apply accordingly to the further sale of such processing goods, to which the customer is authorized in the ordinary course of business.
The customer is entitled to resell our goods in the ordinary course of business. Upon request, he is obliged to name the debtors of all claims arising from the sale of the reserved goods and to inform us of the amount of the individual claims and their due date. Insofar as we wish this in individual cases, the customer must grant us access to his business documents at any time for this purpose. The customer is authorized to collect the assigned claims from the resale itself, whereby we reserve the right to revoke this right at any time.
We undertake to release the security to which we are entitled insofar as its value exceeds the claims to be secured, insofar as these have not yet been paid, by more than 25%.

9) Final provisions

Should one or more provisions of these sales and delivery conditions be ineffective, it does not affect the effectiveness of the contract and the remaining provisions.
In this case, our customer and we undertake to adapt the ineffective clause in accordance with § 315 of the German Civil Code (BGB) and considering the economical fairness in that way, that mutual security according to these conditions is granted.
Place of performance for all services from the contracts that we conclude with our customers, as well as the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Gehrden/Hannover.
German law applies exclusively; the application of the laws of the uniform international sales law is excluded.