

General Terms and Conditions

§ 1 Scope of application

The following terms of delivery and payment regulate the legal relationships between us and our customers. Deviating conditions of the customer, which we do not expressly recognize in writing, are non-binding for us, even if we do not expressly contradict them. Other agreements, changes and side agreements require our written confirmation.

§ 2 Offer and order confirmation

Our offers are non-binding. The prices stated in our offer / price list apply with the reservation that the underlying data of the offer / price list remain unchanged.

§ 3 Prices and terms of payment

Unless otherwise agreed in writing, the services and products are charged at the price list valid on the day of the order plus shipping costs and value added tax as follows: all prices are in euros, domestically plus the value added tax applicable at the time of delivery. In the case of deliveries to other European countries and if a valid sales tax identification number is available, the goods are delivered tax-free (tax-free intra-community deliveries). In countries outside the EU, the customer (recipient) has to pay customs duties and any other statutory charges.

In individual cases, delivery can also be agreed with customers against prepayment.

Bank charges are borne by the customer.

Invoices are due for payment immediately upon receipt without any deduction.

The customer agrees that all invoices and delivery notes are sent in electronic form. Others than this, MINDFAB GmbH reserves the right to charge a fee for sending in paper form.

§ 4 Retention of title

We reserve title to the delivery item until all payments from the delivery contract have been received. The customer may neither pledge the delivery item nor transfer it as security. In the event of seizure, confiscation or other disposal by third parties, he must notify us immediately. If the customer defaults on payment of the purchase price, we are entitled to take back the delivery item temporarily and the customer is obliged to surrender it. The delivery item is to be returned to the customer immediately after the delay has ended. In the event of any other significant breach of contract on the part of the customer, we are entitled to take back the goods temporarily after unsuccessful written warning, setting a period of one week from receipt of the warning. The provisional withdrawal and attachment by us does not constitute a withdrawal from the delivery contract.

§ 5 Liability and warranty

The customer must examine the services and products for correctness and completeness immediately upon receipt. Any complaints must be reported to us in writing immediately, but no later than 5 working days from receipt. If the complaint is justified, we are obliged to deliver a replacement or to reimburse the order value.

The limitation period for claims and rights due to defects in the delivery / service, regardless of the legal reason, is 1 year. This limitation period also applies to all claims for damages that are related to the defect.

The limitation period does not apply in the case of willful intent or if the defect was fraudulently concealed. The statutory limitation period that would apply in the absence of fraudulent intent occurs here.

§ 6 Shipping / delivery and transfer of risk

We send the services and products through a logistics company selected by us.

We are entitled to make partial deliveries to a reasonable extent. Delivery deadlines specified by us are non-binding unless a deadline has been agreed as binding in writing. The prerequisites for compliance with the delivery deadlines are the proper fulfillment of the customer's obligations according to § 3 and the timely delivery by us of the raw materials required for order processing.

Deliveries are made ex warehouse at the risk and expense of the customer. The actual packaging and freight costs will be charged to the customer (recipient). If not prohibited by the customer, we will take out transport insurance for all shipments.

The risk of accidental loss / deterioration is transferred to the customer as follows: in the case of deliveries, when they have been dispatched or picked up. At the request and expense of the customer, we will insure deliveries against the usual transport risks.

In the event of force majeure, our delivery obligations are suspended. If significant changes occur after the conclusion of the contract, we are entitled to withdraw from the contract. The same applies in the event of a lack of energy or raw materials, labor disputes, official orders, traffic or operational disruptions or if sub-suppliers do not deliver to us on time or improperly.

Returns without prior agreement will only be accepted by us with reservation. Unpaid returns will not be accepted. If we agree to a desired exchange, to which there is no legal claim, we are entitled to invoice the entire costs arising from this separately.

§ 7 Saved data

Personal and company-related data of our customers are stored and processed via EDP. Invoicing and dispatch are digital.

§ 8 Place of jurisdiction

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our headquarters.

§ 9 Final provisions

German law applies exclusively also to deliveries abroad. The validity of the UN Sales Convention (CISG) is waived. In the case of export of our goods by our customers / buyers to areas outside the Federal Republic of Germany, we assume no liability if third-party property rights are infringed by our products. Should provisions of these general terms and conditions prove to be invalid, this shall not affect the validity of the remaining provisions. Changes and additions to these general terms and conditions must be made in writing.