

General delivery and payment conditions of Möbelfolien GmbH Biesenthal, Bahnhofstrasse 150, 16359 Biesenthal

1. Scope

All orders and deliveries are executed under following conditions. Deviations require written regulation.

2. Price offer

The price offers are made in Euros and, unless expressly agreed otherwise, do not include VAT; They only become binding with order confirmation.

3. Payment

Payment (net price plus VAT) is due within 30 calendar days after invoice date, payment to be made in Euros without deductions. (If payment is made within 10 calendar days after invoice date, we grant 2% discount on the invoice amount.)

4. Late Payment

4.1. If the 30-day payment deadline specified under point 3 is not met, default interest of 2% above the current discount rate of the Deutsche Bundesbank is to be paid. The assertion of further default damages remains reserved.

4.2. If the fulfillment of the payment claim is at risk due to a deterioration in the client's financial circumstances that occurred or became known after the contract was concluded, we can demand advance payments and immediate payment of all outstanding invoices, including those that are not yet due, withhold goods that have not yet been delivered and stop further work on ongoing orders. We are entitled to these rights even if the client does not make payment despite a reminder.

5. Delivery

5.1. Unless otherwise agreed, our prices are factory-gate-prices. The place of loading for delivery is place of performance. Prices do not include costs for packaging, freight, postage, insurance and other shipping costs.

5.2. We arrange shipping for the client with due care but are only liable for intent and gross negligence. The goods are insured in accordance with the respective shipping conditions of the carrier.

5.3. Fixed delivery dates are only binding if they are confirmed by us in writing.

5.4. We assume no liability for exceeding delivery dates if this occurs due to changes of orders requested by the client or due to force majeure.

5.5. Operational disruptions - both in our company and in that of a supplier - in particular strikes, lockouts, war, riots, and other cases of force majeure do not entitle the termination of contract. Frustration of contract remains unaffected.

5.6. If we are in default of performance, the client is entitled to exercise the rights to which he is entitled by law only after a grace period set by himself. Any claim for damages due to delay is limited to the amount of the order value (own work excluding advance work and materials).

6. Complaints

6.1. The client must immediately check the contractual conformity of the delivered goods with regard to quantity and quality after receipt and, in the event of a complaint, notify us immediately.

6.2. In the event of justified complaints, we are obliged, at our discretion, to repair and/or provide a replacement, excluding other warranty claims, up to the amount of the order value.

In the event of failure or failure to make improvements or replacement delivery, the client has the right to withdraw from the contract. Any costs incurred up to the time of withdrawal must be borne by the client.

6.3. Defects in part of delivery entitle to raise to a complaint about the entire delivery, unless the partial delivery is of no interest to the customer, and this was apparent when the contract was concluded.

7. Damages

Liability for compensation and for consequential damage caused by defects is excluded unless it bases on intent or gross negligence of part of our bodies or vicarious agents.

8. Copyright

When using samples and print templates from the client, the client is responsible for ensuring that no third-party rights are violated. Our samples and print templates may not be used without our consent and remain our property even if they are invoiced.

9. Extended retention of title

9.1. The delivered goods remain our property until all our claims from the mutual business, including all balance claims from current invoices, have been met in full.

9.2. The processing or transformation of the goods is carried out for us as the manufacturer under German Civil Code (BGB) section 950 but does not result in any liabilities for us. If the goods delivered by us are mixed or combined with other items, the client hereby assigns to us his ownership or co-ownership of the new item and stores them for us.

9.3. The claim against third parties arising from the customers disposal of the goods is already assigned to us as security in the amount of our claims. This also applies if the goods were previously processed or combined with the client's items.

9.4. Even before our claims secured by the assignment have been fully satisfied, we undertake to release, at the client's request, assigned claims as well as any other securities provided to us, in whole or in part, at our discretion, to the respective security provider, provided that the realizable value of all securities is 120% of our secured claims and not only temporarily exceeded.

10. Applicable Law

10.1. The law of the Federal Republic of Germany applies to the contractual relationship and any resulting disputes.

10.2. For all disputes arising from the contract, the place of jurisdiction is Frankfurt/Oder if the client is a registered merchant within the meaning of the German Commercial Code (HGB).

10.3. Any ineffectiveness of a provision of this contract will not affect the effectiveness of the remaining provisions.