

General:

All legal relationships of contractual partners with GF-SOL-AIR Gerhard Feustle are basis of this general terms and conditions.

I. Validity, Offers, Contract conclusion, Right of withdrawal

The following conditions are valid for all –also for future – contracts and other services. GF-SOL-AIR is not obliged if it is not conflicted after entry.

1. The offers of GF-SOL-AIR are without engagement. The contract is concluded after a confirmation or after execution. Oral agreements need the written confirmation in order to get valid.
2. The documents which belong to the offer, like drawings, pictures, technical data, references to standards as well information in advertisements are no confirmation regarding the characteristics, as far as not expressly described in written form.
3. Differences of the delivered object of offers, patterns and test deliveries and deliveries in advanced are acceptable after requirement of the appropriate valid DIN-norm or other technical norms.
4. Referred to the distance selling act, the buyer is entitled to use the right of withdrawal within 14 days after receipt of confirmation. The withdrawal must be made in written form. If the goods are delivered you have to send them back in original packaging, unspoiled and carriage free.
5. The right of withdrawal is not valid for products which had been made after customer specifications.

II. Prices

1. All given prices does not include VAT, delivery costs and packaging costs.
2. If the goods will be delivered in packed form, GF-SOL-AIR calculates the packaging as net cost price, in frame of the legal regulations; GF-SOL-AIR takes back the delivered packaging, if GF-SOL-AIR obtains it carriage free and unspoiled in adequate delay.
3. Buyers obtain for the respectively made order of the last 12 months a quantity discount according to a fixed quantity grading from GF-SOL-Air. Remissions will be calculated as a credit under consideration of already received remissions in this time. Remaining rest credits will be calculated after the same regulations with a following order.

III. Terms of payment

1. All invoices must be paid 2 days **before** the advised delivery at the latest. For this the payment amounts are calculated with a cash discount of 3 %. Payment must be paid by bank transfer to one of the given bank account. Cash checks or crossed checks are not accepted.
2. After executed delivery the buyer has no right to reserve or/and to count up.

IV. Delivery, Commodities Changeover, Insurance

1. The choice of the dispatch route and means of transport will be decided by GF-SOL-AIR. GF-SOL-AIR is authorized, but not obliged, to insure the delivery in name and for the account of the buyer.
2. The risk will be transmitted to the buyer, if the goods leave our storage. This is also valid, if GF-SOL-AIR uses own means of transport or pays the shipping costs. In the case of delay of shipping or acceptance of our goods which are ready for delivery and with receipt of the advice note the risk will be transmitted to the buyer, if GF-SOL-Air is not responsible for the delay.
3. Transport insurance is standardized and limited regarding the amount of responsibility by the transport company. If the buyer wants to have a complete covering insurance, he has to pay for it.

V. Delivery

GF-SOL-AIR tries to execute all deliveries in stipulated time. But GF-SOL-Air is not responsible for the consequences of such circumstance which are negligent acted by GF-SOL-AIR or which appear due to the consequence of defaults of assistants.

1. Delivery will be made under consideration of stipulated dates; quality and other specifications are under salvo of the correct and timely self-delivery.
2. GF-SOL-AIR is obliged to execute part time deliveries if they are reasonable for the buyer.
3. In the case of call orders GF-SOL-AIR is obliged to produce completely the whole order quantity. It is not possible to consider possible change requests after placing of order unless it is stipulated. It is only possible to keep call terms or call data only in frame of the delivery and production possibilities of GF-SOL-AIR.

VI. Defects liability and guarantee

1. Information in prospects, offers, advertising, technical descriptions are made by the producer of the goods, they can be understand correctly: by the rest, GF-SOL-AIR reserves the right to execute technical changes and ameliorations.
2. Concerning the right to change claimed goods within 8 days, GF-SOL-AIR reserves the right to change it against faultless goods or to take them back against refund of the purchasing price. Other demands are excluded. Replacement delivery is also a delivery of comparable or equal goods which correspond to the rejected goods.
3. All verification demands of the preceding clause must be enforced in written form and immediately (§§377, 378 HGB). By the way the legal regulations are valid. Forwarding costs for the return must be paid by the buyer.
4. Excluded is also a guarantee by GF-SOL-AIR for such goods which are changed and which are used outside of the normal using conditions. Each responsibility by GF-SOL-AIR is excluded against other persons as the buyer, particularly against acceptors of the buyer.
5. A guarantee for 2 years is only valid for apparatus which are not characterized as expendable items or consumables.
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6. Excluded of the guarantee are also parts which must be changed for the installation in order to adapt them to the contractual conditions.
7. The guarantee is not valid if the purchasing products had been damaged due to false maintenance, missing maintenance or cleaning or faulty installation or by false use or support with not admitted power supply or connection at not specified voltage or if a further use is not reasonable.

VII. Responsibility

GF-SOL-AIR is responsible in the case of intent, rough negligence as well as in the case of culpable non-respect of basic contractual obligations. In the case of culpable behaviour of basic contractual obligations the responsibility is limited to the foreseeable contractual damages at the time of conclusion of contract.

VIII. Reservation of proprietary rights

1. All delivered goods stays property of GF-SOL-AIR up to fulfilment of all demands from the business relationship, equal to the legal ground, including the future demands.
2. In the case of a behaviour which is contrary to contract of the buyer, - particularly in case of delay of payment – GF-SOL-AIR has the right to take back the goods or to demand cession of the buyer against thirds. In the withdrawal as well in the distraint of the goods by us, there is no recession from contract – if there is no appliance of the repayment law.
3. The customer is obliged to store the goods separately, which are under our reservation of proprietary rights, so it can be identified as delivered goods from GF-SOL-AIR. At the same time the goods must be insured against all risks, which can cause the loss or the damage of these goods. The buyer has to pay these costs.
4. In the case of not balanced demands by the customer, the client has, in the case of resale of the goods of GF-SOL-AIR, to convey emerging demands to his contractual partners to GF-SOL-AIR. The customer is obliged to transmit suspended demands within 8 days after demand to GF-SOL-AIR.

IX. Copyright

Cost estimates, drafts, signings and other documents underlie the copyright of GF-SOL-AIR. In order to have access to these kinds of documents you need the agreement of GF-SOL-AIR. Drafts and other documents which belong to offers must be given back to GF-SOL-AIR if there is no contractual conclusion.

X. Place of delivery, Place of jurisdiction and applied law

1. Place of delivery for the obligations of the buyer is Diessen.
3. This contract underlies the law of the Federal Republic of Germany. The place of jurisdiction for all legal conflicts (including check and bill claims) between us and the buyer is Landsberg/Lech (if acceptable after §38 civil legal procedure).
4. In case of disputes about correct interpretation of this english translation of the GTC, the german original is the valid version.

XI. Final clause

The invalidity of unique determinations due to valid or changed legal determinations does not refer the validity of the others.