

Terms and conditions of Deleag Germany

This terms and conditions apply only to entrepreneurs, legal persons under public law or a public special assets. Our offer is directed only to those persons named.

§1. General

For our deliveries and services including information, offers, advice and repairs, the following conditions apply. Conditions of the customer shall apply only if and insofar as we expressly recognize them in writing. According to § 33 BDSG we point out that the data of our customers is stored and processed by us, to the extent necessary for the proper conduct of the business relationship. Documents supplied by us, such as illustrations, drawings etc. are only a measure to be considered accurate if the dimensional accuracy was expressly confirmed. On all the client provided documents we reserve ownership and copyright. Any disclosure to third parties needs our express written consent.

§2 Offer and conclusion of contract

A contract is only by written confirmation by us or with the start of the execution of the services. The creditworthiness of the customer is assumed. These delivery are part of all offers and contracts of Deleag. These conditions apply to ongoing business for future transactions, even if these do not specifically to these Terms and Conditions by reference, provided that they are received by the purchaser at an earlier confirmed by Deleag order. You own exclusively valid unless other arrangements are made in writing. Any divergences between the content of the confirmation from the original contract, the contract is with the content mentioned in the confirmation to conditions, unless the customer after receipt of the order confirmation contradicts the content within 7 days. Changes and additions must be in writing. All our offers are non-binding, unless they are expressly designated as binding and contain specific terms of acceptance. Apply quantitative data and measurements approximated within the customary tolerances. A change in the details of our lists is reserved.

§3 Prices and Payment

Decisive are only stated in our order confirmation / advance invoice prices. Additional services are charged separately. All prices are net prices in Euro including VAT. The invoice is issued on the day of performance / delivery. The payment periods begin on the day of accounting. The invoice amount is payable immediately without deduction and postage and expenses. Prices are in doubt, ex works, excluding freight, customs, import or export duties and packing, plus VAT in the legally prescribed amount. With the expiry of 14 days from invoice date Delay occurs within the meaning of § 286 BGB. If payment deadlines are exceeded, we are entitled to charge interest according to § 288 BGB. The assertion of further damages is expressly reserved. Incoming payments are always offset against the oldest debt. The customer is entitled to compensation only if his counterclaims have been legally established or are undisputed. Deleag is not bound by new orders and subsequent orders to previous prices.

§4 Delivery

The scope is defined by the agreement or the order confirmation certainly. Delivery is at the expense and risk of the buyer. The danger with the handover of the goods to the carrier, later than the date on where the goods have left our business / storerooms. This also applies if the delivery takes place in our own vehicles. Firm bargains are generally not made. Compliance with service deadlines presupposes the timely receipt of all documents to be supplied by the Purchaser, necessary permits and releases, especially of plans, as well as the agreed terms of payment and other obligations by the contractor. Unless these conditions are fulfilled in time, times set shall be extended appropriately; this does not apply if Deleag is responsible for the delay. Delivery periods begin with the order confirmation or receipt of the advance payment, but not before clarification of all details of the order and the presence of required certificates and approvals. If not expressly deadlines and dates agreed as fix Default shall occur only after a reminder and expiry of a reasonable period. Dates and Deadlines extended, without prejudice to our rights arising from default of the client to the period by which the customer does not comply its obligations to us. For delayed or omitted by the fault of our deliveries, we assume no liability. We are entitled against the preliminary compensation claims are transferred to the client. In case of damage, the liability is determined by § 8 of these conditions. If the customer, a contractually agreed or statutory right of termination, and we put the client for exercising a reasonable time limit extinguishes the right of withdrawal if not the withdrawal will be declared before the end of the period.

§5 Retention of title

All goods delivered until all claims, regardless of the legal reason, including future or contingent receivable from a simultaneously or subsequently concluded contracts, our property. This also applies if payments on specifically designated claims are made. The client is only in the context of proper business operations and as long as he is not in default shall be entitled to the reserved goods to resell, process or combine with other items or otherwise install them. Any other disposal of the reserved goods is not permitted. Third parties have made seizure or other access to the reserved goods is reported to us immediately. The demands of the customer from the resale of the reserved goods are hereby assigned to us. They serve to the same extent as the reserved goods. The customer is only entitled to resell and authorized when it is ensured that the-entitled to pass him from demands on us. If the assigned claim is included in a current account, the Customer immediately assigns one of the amounts of this receivable corresponding part of the balance including the final balance from the current account to us. The customer is authorized until revoked to collect the claims assigned to us. We are entitled to cancel if the customer does not meet its payment obligations under the business relationship with us properly or we become aware of circumstances which are suitable to reduce the creditworthiness of the client significantly. If the conditions for the exercise of the cancellation, the customer has to give to our request promptly the assigned claims and their debtors, provide all information required for collection of the claims, hand us the associated documents and notify the debtor of the assignment, we are also entitled to transfer to the debtor. If the value of existing securities exceeds the secured claims by more than 50 per cent., we are obliged, at the request of the customer, to release securities of our choice. If we make the retention of title, this shall only be considered a withdrawal from the contract if we expressly state this in writing. The client's right to possess the reserved goods expires if he does not fulfill his obligations from this or another contract.

§6 Assumption

The assumption may be because of a defect, which reduces the value or serviceability only irrelevant not be refused. If the principal waives a decrease or does not participate by calling on this date, we are entitled to carry out the reduction without the client. The result of this decrease is recognized by the client as binding. Costs incurred by which we are not delaying the acceptance shall be borne by the client. In case of default of acceptance the purchaser Deleag is also entitled to store the goods at the expense of the purchaser.

§7 Warranty and notification

The client is obliged to inspect the goods immediately upon receipt for completeness and regularity carefully. The notice period is 1 week, whichever is the receipt of a written complaint. Decisive for the quality and design of the products are reference samples, which are submitted to the purchaser on request for review, or meaningful photos of failure patterns which must be approved in writing by the purchaser. The reference to technical standards is the terms of reference and shall not be construed as a guarantee of quality. Customary deviations and deviations stipulated or technical improvements due to legal regulations, as well as technically unavoidable deviations in quality, color, width, weight, equipment or design do not constitute a defect, insofar as they do not impair the usability for the contractually intended purpose, We reserve the right to repair or replacement. Liability for consequential damage is excluded unless such liability is not expressly guaranteed. A warranty for defects on supplied product or product parts, which are caused by normal wear, is excluded. For any claims for damages and compensation claims of the client, the provisions of § 8 of these Terms and Conditions. The characteristics of leather; Synthetic leather and natural products such as Creases, graining and color nuances represent no complaint reason. If legitimate claims apply, will made at our discretion repair faulty goods, replacement or credit. To remedy the defect the customer has given us the necessary time and opportunity at its own discretion to grant, in particular to make the offending object or pattern thereof available. If the customer, despite a request and deadline us does not provide the offending object, there is no guarantee. There is doubt about the validity of the complaint, we are entitled to request an opinion by our supplier before the start of a possible remedial measures. If we let a us of reasonable length for elapse without rectifying the defect or supply replacement, or if the delivery or replacement is impossible or is rejected by us, the customer has the right to rescind the contract or to demand a reduction of the purchase price. Deleag accepts no responsibility for ensuring that the product is suitable for a particular purpose, unless Deleag has expressly agreed to such liability. Unauthorized re and improper treatment results in the loss of all claims for defects. Wear and tear in ordinary scope pulls no warranty claims to be. Replaced goods shall be returned to Deleag.

§8 Warranty and liability

The liability for negligent breach of duty of the contractor or his agents is excluded. For damages based on the breach of fundamental obligations due to slight negligence, the liability of the business operator to the foreseeable typical damage up to a maximum of twice the value of the subject of the order is limited. If a defect in the purchase right, the statutory provisions. A defect in the goods is not present in defects, which are caused by damage, incorrect storage, improper use etc. by the customer. The customer is expressly pointed out that particular map stored exclusively lying and must be protected against moisture and harmful influences. For delay damages, we are liable for slight negligence only in the amount of up to 5% of the agreed purchase price.

§9 Copyrights Designs, clichés, documents

For print jobs required films, clichés i.a. are generally invoiced separately. Copyright and other rights to the designs, plans and drawings prepared by us will still remain with us, if they have been paid by the purchaser. Any additional use requires our explicit consent. If the customer provides templates and ideas Deleag receives a joint copyright to the extent as the original or the draft was designed by Deleag. The principal is liable for our costs through the continued use and disclosure of damage according to statutory provisions. Orders according to drawings, sketches or other information is in patent, design and trademark law respects executed on the client's risk. Interference with other rights by the execution of these orders are the responsibility of the client. The Client hereby indemnifies us from possible claims of third parties expressly.

§10 Insurance

All contained in our foreign documents remain uninsured against fire, theft, water and any other risk, if insurance is not expressly agreed. For storage not back REQUESTED documents we accept no liability.

§11 sample production

Sample order lead times are not binding, unless we have given written an explicitly declared binding commitment for a specific date. Prompts the client prior to the execution of designs / prototypes the submission of a cost estimate, this must be explicitly writing by the client. The cost estimate shall be paid for, even if the work is not commissioned. Initial samples are basically also the fine tuning in the production and in the communication between production and contracting as well as the test of material and product options. A legal claim to perfect initial samples is excluded. On our warranty provisions of §§7 and 8 of these terms and conditions shall apply.

§11 Written form, severability clause, legal form

Verbal agreements and collateral agreements are binding written confirmation. This also applies to emails. By ineffectiveness of individual clauses, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by such valid provisions that come to the commercial purpose of the contract the next. In contracts abroad, or with foreign business partners German law shall apply.

§12 Jurisdiction

Place of performance for deliveries and payments is Thyrow. Jurisdiction for all disputes is Zossen. Legal provisions regarding exclusive jurisdiction remain unaffected.

Deleag Germany

Luxury Hospitality Supplies & Equipment

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