

General Terms and Conditions

§ 1 Applicability

1. The seller's below-stated general terms and conditions exclusively apply to transactions between seller and buyer. Opposing terms and conditions of the buyer are not applicable even if the seller implicitly provides a service being aware of such deviating terms.
2. These terms and conditions are valid for the entire business relationship even if they are not explicitly referred to in case of follow-up business.
3. The latest version of the general terms and conditions can be read on the seller's website www.abrasive-imaging.de

§ 2 Conclusion of contract

1. The order placed by the buyer is a binding contract.
2. When ordering online through the seller's website the buyer receives an e-mail confirming the seller's receipt of the order. This is not an acceptance of the order.
3. The order will be accepted, at the latest, with the dispatch of the ordered goods. Upon request the buyer may receive an order confirmation in writing prior to dispatch of the goods.

§ 3 Prices and terms of payment

1. The seller's prices are based on the agreements valid at the point of receipt of the order plus 19% value added taxes, as required by law.
2. Ordered goods are to be paid before the delivery.

§ 4 Shipment and passing of risks

1. Shipment within Germany is free of charge for orders with a net value of goods exceeding 250.00 €.
2. The method and route of transportation and delivery is determined by the seller.
3. In addition to the usual shipping costs the buyer may have to bear certain handling fees or costs for special packing materials for extraordinary shipments. The buyer will be informed about any additional costs before shipment of the goods.
4. The transfer of risks occurs when the goods are handed over to the first forwarder or at the point of the goods' dispatch. In case of delay in delivery on customer request or default in acceptance, the transfer of risks already occurs with advice of readiness for dispatch.

§ 5 Terms of delivery

1. Agreements of the delivery time and terms of delivery must be in writing.
2. Delays in delivery due to acts of nature or circumstances the seller is not reliable for (e.g. strike, lock-out, fire, official directives) may extend the delivery period by an appropriate period of time according to the circumstances.

§ 6 Reservation of title

1. The delivered goods remain property of the seller until full payment has been received. In case of the buyer's conduct contrary to contract, especially concerning delays of payment, the seller may repossess the goods. The seller's repossession of the merchandise is a cancellation of contract. The seller may sell these reclaimed goods. The buyer will retrieve the invoice amount less seller disbursements.
2. Transfer by way of security, pledging or any other act of disposal by the buyer that affect the seller's rights to the goods are prohibited.
3. The seller must immediately be informed in writing about seizure, confiscation or similar actions by a third party that impair the seller's rights to the goods.

§ 7 Warranties

1. For technical reasons products shown in the catalogue may slightly differ from the delivered items. As there is no defect, these deviations cannot give cause for complaint.
2. Unless evident defect are reported in writing within 8 days after receipt of the goods or hidden defect are reported in writing immediately after their detection, the seller is not obliged to acknowledge any claim by the buyer.
3. The defective merchandise may be repaired or replaced at seller's discretion. Should the product fail again after the repair, the buyer has the right to cancel the contract or reduce the purchase price at his discretion. Insubstantial defects are excluded from this right of withdrawal. All other claims to damages by the buyer are excluded.
4. The claim period ends 1 year after delivery of the goods.

§ 8 Exchange and return

1. Exchange and/or return of delivered goods is not possible unless the goods are defective or the seller has agreed to the exchange or return in writing. In this case the seller may charge a re-shelving fee of 15% of the net value of the goods. The freight costs must be borne by the buyer.

§ 9 Liability

1. The buyer has no right to claim damages or expenses irrespective of their cause in law.
2. The seller can only be held liable for intentional or gross negligence.
3. The product liability law, physical injury and breach of cardinal obligations invalidate the above-stated exclusion of liability. In case of breach of cardinal obligations the seller's duty to compensate for damage is limited to predictable and typical damages.

§ 10 Limitation of claim

The right of claims is limited to 1 year after delivery of the goods.

§ 11 Place of fulfillment, place of jurisdiction and legal regulation

1. The seller's address of record is place of fulfillment for both parties, which is Muelheim an der Ruhr - Germany
2. The seller's address of record is place of jurisdiction for the settlement of business disputes between the parties. However, the seller has the right to sue the buyer at the latter's place of jurisdiction.
3. German law is valid for judgement of any legal relationship between the parties.