

General terms and conditions of aquadetox international GmbH for entrepreneurs



§ 1 Scope and Components of the Contract

(1) These terms and conditions shall apply to any contracts concluded between the client and us, the company:

aquadetox international GmbH
Am Langenberg 2
88317 Altmannshofen

This shall also expressly apply to future contracts, offers of contracts, and any consultations even if it has not been expressly agreed that these terms and conditions apply.

(2) The Client's own terms and conditions of business shall not become part of the Contract even in the event that they not be expressly contradicted.

(3) Our general terms and conditions shall apply only to entrepreneurs within the meaning of Section 310 para. 1, 14 of the German Civil Code [BGB], a legal entity under public law or a special fund under public law.

(4) The regulations regarding the awarding of contracts and contractual regulations for construction services part B (VOB/B) shall only become part of the Contract if the VOB/B have been expressly included in the offer, and the client expressly agrees to the inclusion of the VOB/B upon accepting the Contract.

§ 2 Character and Warranty

(1) Brochures, catalogues, price lists, sketches, drawings, samples, patterns, and other documents shall - unless otherwise agreed - constitute only approximate descriptions, especially with regard to characteristics, dimensions and colour.

(2) The so-called "rust film" formation on stainless steel (created by combining base metals with stainless steel) shall not be a defect.

(3) The client shall be responsible for conducting proper maintenance in accordance with the manual provided at least every six months; maintenance must be conducted by appropriately qualified specialists and recorded in full in the operating log. The client shall also be responsible for both conducting regular inspections in accordance with the manual and creating a comprehensive report for these in the operating log. Improper and neglected maintenance and inspections can damage the whole unit. If maintenance or inspection or individual activities pertaining to maintenance or inspection are not reported in the operating log, it shall be assumed that they have been omitted.

If an inspection or maintenance required by the manual is either omitted or conducted improperly or incompletely, it shall be assumed that any error or defect arising after this omitted, improper or incomplete inspection or maintenance is due to the omitted, improper or incomplete inspection or maintenance and, therefore, does not constitute a defect, unless this presumption proves incompatible with the type of fault or defect.

§ 3 Delivery and Acceptance Conditions

(1) The place of performance shall be our headquarters in Am Langenberg 2, 88317 Altmannshofen.

(2) Provision and delivery periods shall apply as of conclusion of the Contract.

(3) The client shall undertake to grant access to their premises for the purposes of delivery, as

sembly, commissioning, service and maintenance on the agreed dates.

§ 4 Prices and Terms of Payment

(1) Unless otherwise stated, prices quoted shall include VAT and any shipping and packaging costs.

(2) One third of the total price shall be due upon conclusion of the Contract, and two thirds upon acceptance of the service.

§ 5 Offsetting and Right of Retention

(1) The client may set off only those claims which have been finally and incontestably established.

(2) The client may not exercise a right of retention against our claims unless the claim is based on the same contractual relationship.

§ 6 Retention of Title

(1) The goods shall remain our property until all our claims toward the client have been paid in full alongside interest, financing costs and other ancillary costs. If the Client is in arrears with payment for over 14 days, we may withdraw from the Contract and reclaim the goods. We may also request the return of the goods which are subject to retention of title should settlement or insolvency proceedings be opened against the client's assets.

(2) The goods may not be pledged or transferred as security without our express consent until they have been paid for in full. Until full payment has been made, the client must immediately notify us of any third-party encumbrances and provide us with the information necessary to protect our rights. The client may resell the goods which are subject to retention of title in the ordinary course of business provided the client is not supplied by us as the end client.

(3) Should our property cease to exist for a reason other than that set out in para. 1,

the client shall assign,

1. in the event that a new item is available, their ownership of this new item to us, and agree a reservation of title with us in accordance with para. 1

or,

2. in the event that the client receives one or more claims from the cessation of the property's existence, such claim(s) to us in the amount of our claims insured in accordance with para. 1.

In the second case mentioned above, the client shall remain authorised to collect the claim, even after the assignment, regardless of our authorisation to collect the claim itself. In this context, we shall undertake not to collect the claim ourselves provided that the client meets their payment obligations, no petition is made to open bankruptcy proceedings, or other similar proceedings on the clients assets, and there is no suspension of payments.

(4) Provided that the collateral mentioned in this paragraph exceeds the claims to be secured by more than 10%, we shall undertake to release the collateral at our discretion at the request of the client.

§ 7 Warranty Rights

(1) Notices of defects under Section 377 of the German Commercial Code (HGB) must be made in writing.

(2) Provided that we are obliged to carry out subsequent performance, we may choose between subsequent delivery and rectification.

(3) The limitation period for rights to defects shall one year, starting with delivery, with the exception of claims which lapse in accordance with Section 438 para. 1 no 2 and Section 634a para. 1 no 2 of the German Commercial Code. Provided that VOB/B as a whole is included in the Contract, the provisions of VOB/B sentence 1 of this paragraph shall take precedence.

§ 8 Disclaimer of Liability

(1) Limitation and exclusion of liability in accordance with para. 2 to 4 of this paragraph shall not apply to:

1. intent and gross negligence,
2. injury to life, limb and health,
3. liability according to the Product Liability Act

(2) We shall be liable only for the negligent breach of duties, the fulfilment of which is essential for the proper execution of the Contract, the breach of which endangers the achievement of the purpose of the Contract and compliance with which you as client may regularly rely on. In the latter case, however, we shall only be liable for the foreseeable damage typical for this type of Contract.

(3) For damages other than those referred to in para. 2 of this paragraph, we shall not be liable.

(4) The limitations of liability in this paragraph shall also apply to the personal liability of our legal representatives, employees, workers, collaborators, representatives and vicarious agents provided that they act on our behalf in the performance of their duties.

§ 9 Concluding Provisions

(1) The law of the Federal Republic of Germany shall apply, with the exception of the UN Sales Convention.

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract shall be Leutkirch im Allgäu.

(3) Should individual provisions of these terms and conditions be ineffective, the validity of the other provisions shall not be affected. The ineffective provision shall be replaced by the parties with a provision which legally mirrors to the greatest possible extent the economic sense and purpose of the invalid provision. The above provision shall apply in the event of contractual gaps.