

Our terms and conditions

General information:

The following general terms of sale and delivery apply. We expressly point out that we will only deal with our business partners (purchasers) if they accept our general terms and conditions of business and delivery.

1 Conclusion of contract:

1.1 The purchaser is bound by verbal or written order.

1.2 Supplementary agreements or declarations within the scope of the sales advice (eg assurance of properties) are only binding, if they have been confirmed by us in writing.

1.3 We can not accept any liability for technical or other advice from us or our agents, unless we or our agents are guilty of intent or gross negligence.

2. Prices:

The pricing is in the EURO currency and is available for offers in the catalog, Internet or verbally. The following applies to our choice: from our warehouse or from the factory of our supplier. Packaging, freight, postage, cash on delivery and insurance are not included in the prices.

3. Delivery / Shipping:

The dispatch of the goods takes place in all cases at the expense and risk of the buyer or the recipient, so that any damage of the goods on the transport to his expense. The risk shall pass to the purchaser or consignee as soon as we have delivered the goods to the freight forwarder, the freight forwarder or the person or institution who is otherwise intended to be dispatched.

Shipping is against cash on delivery. In the case of other payment agreements, payments shall be made without cash discount or other deduction within one week after receipt of invoice.

4. Delay in acceptance:

If the purchaser refuses to accept the acceptance after the expiry of the appropriate additional deadline or does not wish to accept it explicitly, we can withdraw from the contract or demand compensation for non-fulfillment. If the delay in acceptance lasts longer than one month, the customer has to pay 2% of the purchase price per month without storage as storage costs.

We can demand up to 25% of the purchase price without deductions as compensation for non-fulfillment in the case of default of acceptance, provided that the customer can not prove that a damage has not occurred at all or not at the level of the lump sum. In addition, we reserve the right to assert a higher proven damage.

5. Reservation of ownership:

The goods remain our property until full fulfillment of all liabilities arising from this contractual relationship.

6. Warranty:

The warranty for delivered spare parts is limited to the free replacement of faulty parts. If a corresponding part is no longer to be procured, the purchase price is reimbursed. A broad liability or liability for consequential damages is expressly excluded. Warranty claims due to obvious defects will expire if the customer does not complain within two weeks of delivery. In addition, any deficiencies or complaints must be made in writing immediately after notice. The warranty does not extend to damage caused by natural wear and tear or improper handling. As a guarantee, the purchaser may in principle require a subsequent improvement. We can deliver a replacement item instead. The prerequisite is, in both cases, that the purchaser or the consignee has previously made available to us the delivered goods according to our assessment at his expense. The purchaser may demand a replacement delivery if we refuse to rectify the defect or do not commence rectification within one month after the defect notification. The customer may demand the cancellation of the contract or reduction of the price (reduction) if we refuse the replacement delivery or do not provide it within a reasonable period. No liability is assumed for our part, in particular for medium damages, exceeding the delivery period, as well as for incurred wage or other costs.

Anything else is only valid with intent or gross negligence. In the guarantee case, we do not have any obligation to free delivery before the goods are checked by the respective manufacturer.

7. Return of old parts:

Old parts (AT parts) are to be sent free-handed within two weeks. The removal of any damage or contamination by waste oil will be charged to the sender.

If the old parts are not returned, we will be obliged to charge you the equivalent value (between € 12.50 and € 50).

8. Retention / Offsetting:

The customer has a right to withhold or offset against our purchase price claims only on the basis of an undisputed or legally established claim.

9. Place of performance:

Place of performance for the payment of payment of our services, for all other obligations of the customer as well as for our services is the seat of the company.

10. Jurisdiction:

If the customer is a full buyer, a legal person of public law or a public special fund, the seat of our company is the court of jurisdiction for all disputes in connection with the contractual relationship. The same court of jurisdiction applies if the purchaser has no general jurisdiction within the country.

11. Final agreement:

The invalidity of a single clause does not affect the effectiveness of the other conditions. In place of the ineffective provision, an appropriate regulation is to be the closest to the normal, possible and effective clause.

Download General Terms and Conditions here.