

General terms and conditions of business

The following terms and conditions apply to all of our quotes, deliveries and services, even if the Customer specifies other terms and conditions. Deviations are only valid if we agree to them in writing.

1. Order acceptance and scope of delivery and service

All orders, including those accepted by our representatives, are only binding for us when they have been confirmed by us in writing. If, for any reason beyond our control – untimely receipt of materials etc. – the timely execution of the delivery and service is not possible, we shall be released from the delivery deadline even for confirmed orders.

The written order confirmation of the Contractor shall be decisive for the scope of the delivery and service; in the case of a quote by the Contractor with a time commitment and acceptance in due time, the quote shall be decisive if no order confirmation is available in due time. Additional agreements and changes require the written confirmation of the contractor.

The Contractor is generally not liable for errors resulting from the documents submitted by the Customer (e.g. drawings) or from inaccurate or verbal information.

2. Delivery, assembly, transfer of risk

Delivery ex-works is always at the risk of the recipient.

Scaffolding, power and water connections and local means of transport must be provided by the Customer during assembly work. The Customer can only demand compliance with the agreed execution and delivery dates if he has provided all the necessary documents, an unhindered start of assembly on the construction site is guaranteed and the Contractor has received the agreed payments. If the start, continuation or completion of the work is delayed for reasons for which the Customer is responsible, the Contractor shall be released from the obligation to comply with agreed delivery dates.

If the Customer does not immediately remedy the situation at the request of the Contractor, the Contractor may demand compensation for damages or set the Customer a reasonable deadline for performance of the contract and declare that it will withdraw from the contract if the deadline expires without result. In the event of termination of the contract, the Contractor shall be entitled to compensation for all expenses incurred by him so far. Cases of force majeure (e.g. labour disputes and other unforeseeable events) in the Contractor's or one of his subcontractors' operations shall release the Contractor from compliance with the delivery period or entitle him to withdraw from the contract in whole or in part if the delivery or service becomes impossible.

3. Acceptance and warranty

Acceptance of the deliveries or services must always take place immediately after the completion of the work as notified. This also applies to self-contained partial services or deliveries.

If the Customer has put the delivery or service or part thereof into use, acceptance shall be deemed to have taken place after the expiry of seven calendar days.

The assertion of obvious defects after acceptance is excluded. Other notices of defects are subject to the statutory provisions.

Any changes to deliveries or services made without the consent of the Contractor exclude any legal claim to rectification of defects. The Contractor must be given the opportunity to carry out an on-site inspection.

In the case of justified notices of defect, the defect will be repaired free of charge within a reasonable period. If the rectification of defects fails, a reduction or rescission of the contract may be demanded.

In the case of repair work, the Contractor shall only assume a warranty for the deliveries and services performed by him.

If dispatch, installation or commissioning is delayed without the fault of the Contractor, liability shall expire at the latest 6 months after the transfer of risk.

For third-party products, the liability of the Contractor is limited to the assignment of the liability claims to which he is entitled against the supplier of the third-party product.

The assumption of costs for loaned or replacement equipment used in the event of delayed delivery by the Customer is excluded.

In all cases of justified notices of defects, claims beyond the claim for rectification of defects or replacement delivery (e.g. compensation from warranty or from positive breach of contract or tort, compensation due to impossibility, delay, failure or non-execution of the rectification of defects) are excluded.

4. Retention of title

The deliveries or services remain the property of the Contractor until all payments arising from the contract have been received.

If the Customer impairs the aforementioned rights of the Contractor, he is obliged to pay damages to the Contractor. The dismantling and other costs shall be borne by the Customer.

If delivery items are firmly connected with another item, the Customer shall transfer his claims or co-ownership right to the new item to the Contractor if claims or co-ownership arise here.

The Customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other dispositions by third parties, he must inform the Contractor immediately.

5. Terms of payment

Unless otherwise agreed, payment is to be made in cash or cashless without any deductions at the latest fourteen days after the invoice date.

If the payment periods are exceeded by more than fourteen calendar days, the party liable to pay shall pay interest on arrears at a rate of 4 percent above the respective discount rate of the Bundesbank without the need for a notice of default.

The retention of payments or the offsetting of any counterclaims of the Customer disputed by us are not permitted.

If bills of exchange are accepted on the basis of an express agreement in individual cases, this shall only be on account of payment and also without discount on the value date. Bills of exchange are credited on the value date subject to receipt. We are not liable for the punctual presentation or protesting of bills of exchange. The costs of discounting and collection shall be borne by the Customer.

After the unsuccessful expiry of a grace period of fourteen calendar days set by the Contractor, the Contractor shall be entitled to terminate the contract, to stop work, to invoice all services rendered so far and to claim damages.

If the payer fails to comply with the terms of payment, all outstanding receivables become due immediately.

6. Place of jurisdiction

Place of performance and jurisdiction is the registered office of the Contractor, unless otherwise stipulated by law.

The Contractor is also entitled to bring an action at the head office of the Customer.

Amendments to these terms and conditions must always be made in writing. Should one of the above provisions be invalid in whole or in part, this shall not affect the validity of the provision(s) or the contract. To the extent permitted by law, a provision that comes as close as possible to the invalid provision in economic terms shall be deemed agreed.

wagner GmbH, Eschweiler