

E-COMMERCE

General Terms and Conditions

Wilhelm Bahmüller Maschinenbau Präzisionswerkzeuge GmbH
Wilhelm-Bahmüller-Straße 34
73655 Plüderhausen

I. Formation of a contract

1. No offer appearing on our websites or in our E-Commerce-Shop constitutes an offer in the legal sense, but only a non-binding invitation to the customer to make an offer to enter into a contractual agreement. The offers appearing on our websites and in our E-Commerce-Shop are non-binding. We reserve the right to make technical changes or alterations to form, color and/or weight within reasonable limits.
2. An offer from a customer to acquire a product from one of our websites or from our E-Commerce-Shop – i.e. to place an order – is effected by e-mail or by activating the “Send” button in the E-Commerce-Shop. Placing an order represents a binding declaration on the part of the customer of their intention to buy the ordered product.
3. We will confirm the receipt of orders sent to us electronically, as soon as these have been noted by us. However, we are not obliged to issue such confirmation. A confirmation of the receipt of an order does not represent a binding acceptance of a customer’s order. The confirmation of receipt of an order may be issued in conjunction with the declaration of the acceptance of an order.
4. A declaration of acceptance by us is always subject to our own delivery capability, which in turn is conditional on the maintenance of correct and timely deliveries by our suppliers.
5. We are entitled to cancel the sales agreement should any supply problem occur – for example due to a failure of supply occurring after the conclusion of a sales agreement; strikes etc. Any payment already advanced by the customer will be refunded. However, the company accepts no further liabilities in respect of the customer.
6. In all cases we undertake to inform the customer without delay of any inability to complete the service agreement.

7. Should we discover that an error of any kind – for example an incorrect product description, an incorrect price or incorrect information relating to product availability – has found its way onto one of our websites or into the E-Commerce-Shop, we will inform the customer immediately and supply the correct information. The customer may then re-confirm his/her order based on the amended information.
8. If a customer who has placed an order subsequently cancels it without good reason, we are entitled to demand payment of 10% of the sale price to cover processing charges and loss of profit. This does not invalidate any claim we may raise for higher actual damages.

II. Delivery, Transfer of Risk

1. Unless otherwise agreed, delivery to the customer is carriage free. If, after a sale agreement has been concluded, but before the goods have been delivered, a customer declares that he/she will not accept the goods, the risk of potential loss or deterioration of the goods transfers to the customer at the moment of refusal. Transfer of risk also applies, if the purchaser delays receipt of the goods.
2. Where carriage free delivery is offered, we will insure the goods against loss or damage in transit. The cost of insurance is borne by the customer.
3. A charge is made for the packaging, which becomes the property of the purchaser. Delivery costs and packaging are charged separately. Choice of mode of delivery is made by us according to our own best judgment. The customer is obliged to take receipt of the goods ordered. If the customer delays receipt of the goods for longer than 14 days after the date of dispatch reported to the customer, we will grant the customer a further 14-day period in which to take receipt of the goods. Should the customer still not have taken receipt of the goods after the expiry of this period, the sales agreement is canceled and we reserve the right to claim damages in respect of non-fulfillment of the agreement. We are entitled to withdraw the offer of an extension to the original 14-day period if the customer has finally indicated that they are determined to refuse receipt of the goods, or should it become apparent at any time that the customer is unable to pay for the goods.

III. Prices and Payment

1. All prices quoted by us are net prices, to which the appropriate prescribed sales tax must be added. Unless otherwise agreed, the prices are ex works and do not include packaging and delivery costs.
2. Payment becomes due when the goods are ready to be dispatched to the customer. If payment has not been made within 14 days after the goods have been made ready for dispatch, the customer is judged to have defaulted on his/her obligation to pay. We are not obliged to send the customer a special reminder. Unless otherwise agreed, payment must be in cash and in full.

3. If the customer is a trader, a legal entity in public law or a public special estate, neither the withholding of payment – by reason of a counter-claim by the customer which is not recognized by us – nor the presentation of a counter-claim based on arguments which are disputed or have not been established in a court of law will be accepted by us.
4. Prices may be altered if the period between conclusion of the sales agreement and the agreed delivery date exceeds 4 months. If between the expiry of this period and the date on which the goods are ready for delivery, either wages, the costs of materials or the cost price of goods increase, we reserve the right to raise the price appropriately, in line with the increase in costs. The customer may cancel the purchase only if the price increase significantly exceeds the increase in the general cost of living in the period between the placing of the order and the delivery date. If the customer is a trader, or is a legal entity in civil law or a public special estate, price increases on the grounds referred to above are permissible after a period of 6 weeks has elapsed between closure of the sales agreement and the agreed delivery date.
5. Without qualifying § 321 of the German Federal Code of Law, where grounds exist for doubting the creditworthiness of the customer, we reserve the right to demand payment in advance on any subsequent orders, to demand immediate payment of all outstanding amounts – including any deferred payments – and to require immediate payment in cash or the production of some form of surety. The same also applies to any bills of exchange/checks accepted by us.

IV. Guarantees

1. Faulty goods will be either replaced or repaired at the discretion of the customer.
2. If the repair is ineffective, the customer is entitled to demand either a discount on the purchase price or the cancellation of the sales agreement. However, in cases where the defect is very slight – especially where there is an insignificant discrepancy in the quantity of goods supplied – the right of cancellation does not apply.
3. Any obvious faults or defects must be reported to us by the customer in writing within 14 days of receipt of the goods: failure to do this invalidates any claim made under the guarantee. Commercial customers are subject to § 377 of the Federal Commercial Code. The fault report must be received by us within the stipulated period. The full burden of proof of the evidence for all claims, and in particular for the claimed defect itself, for the timing of the discovery of the defect and for the timely submission of a complaint/report of a defect lies with the customer.
4. If, after attempts to rectify the defect have failed, the customer chooses to cancel the sales agreement on the grounds of defect of title or material defect, such defect does not entitle the customer to claim financial compensation in addition. Should the customer, after attempts to rectify the defect have failed, decide to opt for financial compensation, the customer may retain the goods if he/she so wishes. In this case, the level of compensation is restricted to the difference between the purchase price and the actual value of the faulty goods. This condition does not apply if the supplier has maliciously brought about the breach of the sales agreement.

5. The period of guarantee is 1 year from the date of delivery.
6. The manufacturer's product description constitutes the only agreed definition of the goods. Public statements, recommendations or advertising by us do not constitute part of the legal description of the goods for the purposes of the sales agreement or guarantee.

V. Retention of title

1. Goods remain the property of the company until paid for in full.
2. Should the purchaser contravene the terms of the sales agreement, especially in delaying or withholding payment, we reserve the right to repossess the goods after having given warning of this possibility to the customer. Under these circumstances, the customer is obliged to hand over the goods.
3. Assertion of right of title or the attachment by us of goods delivered does not constitute a cancellation of the sales agreement, except in circumstances covered by consumer credit law or where this has been expressly stated by us in writing.

VI. Liability in case of indictable offense

Claims for compensation where there has been an indictable offense will not be accepted, except where the damage was caused deliberately or as a result of gross negligence. This condition applies also to those carrying out actions on our behalf.

VII. Place of execution, place of jurisdiction and other matters

1. Place of execution is 73562 Plüderhausen, Germany.
2. Should the customer be a trader, a legal entity in civil law or a public special estate, the place of jurisdiction for any dispute arising from the contractual relationship is solely the court of law which has jurisdiction over the area in which our head office is situated. We also reserve the right to present a claim to the court to which the customer's head office is subject.
3. UN consumer law does not apply; all cases will be dealt with exclusively under German law, even where the customer's head office is in another country.

4. The transfer of rights and duties incurred under the sales agreement by the customer can only be accepted if we have given our written permission.
5. Should any particular provision of the sales agreement with the customer – including these general terms of business – prove in practice to be wholly or partly unworkable, this will not affect the validity of the remaining provisions. The provision which is wholly or partly unworkable is to be replaced by another provision, whose financial or commercial effectiveness approaches as nearly as possible that of the unworkable provision. This also applies to any omissions.
6. Customer data are handled by us electronically. Use of this data is within the parameters allowed by German federal data protection law.

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