

1. placing of order

By placing an order the following terms and conditions are accepted. Deviating conditions apply only after mutual agreement and require the written form.

2. offers

Our offers are subject to change in prices, delivery quantities and delivery times.

3. delivery/pallet exchange

The right to delivery is reserved. The delivery takes place in principle under enclosure of a delivery bill and with a minimum purchase of € 500, - free house. The transport takes place on risk of the buyer. As a rule, delivery is made on Euro/pool pallets. For the exchange, pallets must be provided in perfect condition so that they can be exchanged step by step. Damaged pallets that cannot be exchanged may be invoiced at the daily price. In case of late return, return costs and a rental fee of € 5,- per day/pallet can be charged.

4. retention of title

The delivered goods shall remain our property until the purchase price has been paid in full and until final settlement of all liabilities incurred or to be incurred in the business relationship, including costs and interest. The buyer may dispose of the goods in the ordinary course of business. A right to pledge the goods to third parties or to assign them as security is excluded. In the event of resale, our goods shall be invoiced separately from other goods. The claims arising against third parties in this connection shall be assigned to us in full in advance as security for our aforementioned claims arising from the entire delivery of goods without the need for a special agreement in individual cases. As long as the purchaser duly fulfils his obligations towards us, he shall be entitled to collect these claims himself. As soon as the purchaser defaults on payment or his financial situation deteriorates significantly, he shall be obliged to provide us with information about his debtors and the amount of the respective assigned claims. We shall be entitled to notify the third-party debtor of the assignment and to demand direct payment to us. If the value of our securities exceeds our claims by more than 20%, we shall, at the request of the Buyer, release the excess securities at our discretion. The costs incurred by the seller asserting his retention of title shall be borne by the buyer.

5. complaints, warranty, liability

Complaints about the completeness of the number of delivered goods must be noted immediately upon delivery on our delivery bill or freight documents of the carrier. Later complaints of this kind are excluded. Complaints about the quality, completeness and correctness of the contents of the delivered goods must be reported to us in writing immediately, at the latest within 8 days in the case of hidden defects, after their discovery.

In the event of justified complaints, the purchaser shall have the right, at our discretion, to subsequent delivery, to rescission of the purchase contract or to reduction of the purchase price. If a subsequent delivery is unsuccessful, the purchaser may demand rescission of the purchase contract or a reduction in the purchase price.

Claims for damages are excluded, except in the case of intent or gross negligence, unless the buyer justifiably complains about the absence of a warranted characteristic. In such a case, however, we shall only be liable for consequential damage caused by a defect if the warranty was intended to protect the purchaser precisely because of the consequential damage caused by the defect. We shall only be liable for other statutory or contractual liability, in particular for delay, breach of contractual obligations or obligations during contractual negotiations, incapacity, impossibility or tort, in the event of gross negligence or intent. Packaging and shipping regulations of any kind cannot be accepted. Contractual penalty provisions in such regulations are not binding for us. Also excluded are all claims arising from EAN bar codes.

6. terms of payment

Invoices are dated on the date of shipment.

Payments can be made:

- a) Within 14 days after date of invoice with 2% discount.
- b) Within 30 days after date of invoice net.

The purchaser may only offset undisputed or legally established claims or exercise a right of retention on this account. In the event of default on the part of the buyer we charge - without prejudice to other rights - interest on arrears in the amount of 9% above the respective discount rate of the Deutsche Bundesbank. Before complete payment of due invoice amounts including interest and costs, we shall not be obliged to make any further deliveries under any current contract. In this case, we may demand cash payment before delivery of the goods for any outstanding deliveries under any current contract, with the payment period being cancelled.

If, after a reminder, the purchaser fails to make payments within a reasonable period of time released by us or if his financial situation deteriorates significantly, we may declare all claims due for immediate payment; in addition, we shall be entitled to withdraw from all existing contracts or to claim damages for non-performance.

7. performance, place of jurisdiction, partial invalidity

Place of performance for payments and our performance is Haan. The place of jurisdiction is Solingen; if the purchaser is not a registered trader, this place of jurisdiction only applies to dunning proceedings. Should one or more of these terms and conditions be invalid in whole or in part, the validity of the remaining terms and conditions shall not be affected thereby.

Credo Handelsgesellschaft mbH
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