



Terms of Service

§ 1 Validity of the conditions

The deliveries, services and offers of the entrepreneur are made exclusively on the basis of these terms and conditions. Counter-confirmations by the customer with reference to his business or purchasing conditions are hereby contradicted.

§ 2 Offers and conclusion of contract

1. Offers contained in brochures, advertisements, etc. are subject to change and non-binding, including with regard to price information. The entrepreneur is bound to specially prepared offers for 30 calendar days from the date of the offer.
2. Ancillary agreements, changes, additions and/or other deviations from these terms and conditions are only valid if the entrepreneur has given his consent to them. Such agreements must be made in writing.
3. Information in offers and/or order confirmations from the entrepreneur that is based on an obvious error, namely a typographical or calculation error, does not bind the entrepreneur. Rather, the obviously intended explanation applies.
4. The offer documents, drawings, descriptions, samples and cost estimates of the entrepreneur may not be passed on, published, reproduced or otherwise made accessible to third parties without the entrepreneur's permission. Upon request, the documents are to be returned without withholding copies.

§ 3 Prices, price changes

1. The prices include the statutory sales tax, which must be shown separately. If no sales tax is shown in the offers, the prices are net.
2. The prices do not include the costs for packaging and freight.
3. If there are more than six months between the conclusion of the contract and the agreed and/or actual delivery date, the entrepreneur's prices valid at the time of delivery or provision shall apply. In the event of price increases from its sub-suppliers, increases in wage and transport costs or other unexpected cost increases, the entrepreneur is entitled to demand negotiations about a re-establishment of the price.

§ 4 delivery times

1. Delivery periods apply subject to correct and timely delivery to ourselves, unless a binding delivery period has been promised in writing.
2. If the delivery or service is delayed due to a circumstance for which the entrepreneur, his legal representatives or vicarious agents are responsible, liability is based on the statutory provisions. In the event of slight negligence, liability is limited to the foreseeable damage typical of the contract. This principle applies in particular in the event of force majeure, strikes, lockouts, official orders, etc., even if these obstacles occur at the contractor's suppliers or their sub-suppliers. The duration of a grace period to be set by the customer in accordance with the statutory provisions in the event of a delay in performance is set at two weeks, which begins when the contractor receives the grace period.

§ 5 Dispatch and Passing of Risk

1. The risk passes to the customer as soon as the consignment has been handed over to the person carrying out the transport or has left the company's works for the purpose of dispatch. If the shipment is delayed or not carried out at the request of the customer, the risk passes to him with the notification of readiness for shipment.
2. At the request of the customer, deliveries will be insured in his name and on his account.

§ 6 Claims for Defects

1. If the service rendered by the entrepreneur or the delivery item is defective, the entrepreneur may choose to either supply a replacement or remedy the defect. Multiple rectifications - usually two - are permitted within a reasonable period of time.
2. The customer's right to assert claims for defects expires in all cases 12 months from the time of the transfer of risk, unless a longer period is prescribed by law. If the customer is an entrepreneur within the meaning of § 14 BGB, items 3 and 4 also apply.
3. Obvious defects in work performance can no longer be asserted after acceptance. Otherwise, in order to maintain the customer's claims for defects, such defects must be reported to the entrepreneur in writing immediately, but no later than within two weeks of delivery. The defective items are to be kept ready for inspection by the contractor in the condition in which they were at the time the defect was discovered.
4. Insignificant, reasonable deviations in the dimensions and designs - especially in the case of repeat orders - do not justify complaints unless absolute compliance has been expressly agreed. Technical improvements and necessary technical changes are also considered to be in accordance with the contract, provided they do not impair the usability.
5. If the entrepreneur's operating or maintenance instructions are not followed, changes are made to the products, parts are replaced or consumables are used that do not correspond to the original specifications, then any warranty shall be void if the customer makes a suitably substantiated assertion that only one of these circumstances caused the defect brought about, not refuted.
6. Liability for normal wear and tear is excluded.
7. If the supplementary performance fails within a reasonable period of time, the customer can choose to either reduce the price or cancel the contract.
8. The above provisions of this paragraph do not apply to the sale of items that have already been used. In the case of consumers, there is a period of one year for the assertion of claims for defects. Entrepreneurs are supplied with used items to the exclusion of any claims for defects.
9. If the entrepreneur is available to the customer beyond his legal obligations to provide information regarding the use of his product, he is only liable according to § 7 if a special fee has been agreed for this.

§ 7 Limitation of Liability

Claims for damages from positive breach of contract, from culpa in contrahendo and from tortious acts, which are not based on the violation of a main contractual obligation by the entrepreneur, are excluded both against the entrepreneur and against his vicarious agents or vicarious agents, insofar as the damage is not intentional or was caused by gross negligence. This does not apply to claims for damages due to the lack of the contractually required suitability, which is intended to protect the customer against the risk of consequential damage. Claims for damages under the law on liability for defective products (PrdHG) remain unaffected, as does liability for damage to life, limb or health.

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§ 8 Retention of title

1. The entrepreneur retains title to the delivered items (reserved items) until all claims to which the entrepreneur is entitled against the customer for any legal reason have been settled.
2. The customer is obliged to immediately notify the contractor in writing of any seizure of the reserved items and to inform the pledgee of the retention of title. The customer is not entitled to sell, give away, pledge or assign as security the items delivered to him under retention of title - except in the cases of the following paragraphs.
3. If the delivery is made for a business operation maintained by the customer, the items may be resold within the framework of proper business management. In this case, the customer's claims against the customer from the sale are already assigned to the entrepreneur. If the items are resold on credit, the customer must reserve title to his customer. The customer hereby assigns the rights and claims from this retention of title to his customer to the entrepreneur.
4. Any treatment or processing of the reserved items by the customer is carried out by the customer free of charge for the entrepreneur. If the reserved items are processed, combined, mixed or mixed with other goods that do not belong to the entrepreneur, the resulting co-ownership share in the new item is in proportion to the factor value of the reserved items to the other processed goods at the time of processing, combining, mixing or mingling too. If the customer acquires sole ownership of a new item, the contracting parties agree that the customer must pay the entrepreneur in proportion to the factor value of the processed or connected mixed or blended reserved items co-ownership of the new item and keeps it free of charge for the supplier. If the reserved items are resold together with other goods, regardless of whether they are processed, combined, mixed or mixed, the advance assignment agreed in Section 3 above only applies to the amount of the multiplier value of the reserved items that are sold together with the other goods have been further sold.
5. If items subject to retention of title are installed by the customer or on his behalf as essential components in the property of a third party, the customer shall hereby step up against the third party or the person concerned for any claims for remuneration with all ancillary rights, including the granting of a security mortgage to the entrepreneur.
6. If reserved items are built into the customer's property as an essential component, the customer hereby assigns the claims arising from the sale of the property or property rights with all ancillary rights to the entrepreneur.
7. If the value of the securities existing for the entrepreneur according to the above provisions exceeds the value of the entrepreneur's claims - not only temporarily - by a total of more than 20%, the entrepreneur is obliged to release securities of his choice at the request of the customer .
8. In the event of breach of contract by the customer, in particular default in payment, the seller is entitled to take back the delivered items after a reminder and declaration of withdrawal and the customer is obliged to surrender them. If the customer has fulfilled the contract, the entrepreneur must return the items.

§ 9 Payment

1. Unless otherwise agreed, the entrepreneur's invoices are payable without deduction after invoicing.
2. The entrepreneur expressly reserves the right to refuse checks or bills of exchange. Acceptance is always only on account of performance. Discount and bill of exchange charges are at the expense of the customer and are due immediately.
3. If the entrepreneur becomes aware of circumstances that call into question the creditworthiness of the customer, in particular if the customer does not cash a check or stops making payments, the entrepreneur is entitled to make the entire remaining debt due, even if he has accepted cheques. In this case, the entrepreneur is also entitled to demand advance payments or security deposits.
4. If the customer finally stops making payments and/or if insolvency proceedings are filed against his assets, the entrepreneur is also entitled to withdraw from the part of the contract that has not yet been fulfilled.
5. The contractor is entitled, despite the customer's provisions to the contrary, to initially offset payments against his older debts. The entrepreneur will inform the customer about this type of offsetting. If costs and interest have already been incurred, the entrepreneur is entitled to offset the payment first against the costs, then against the interest and finally against the main service.
6. If the customer is in default of payment, the entrepreneur is entitled to charge the respective statutory interest on arrears. The entrepreneur reserves the right to assert further damage caused by default. In the aforementioned cases, the customer is at liberty to prove that the damage was less, which is then decisive.
7. Offsetting on the part of the customer is excluded unless the counterclaims are legally established or not disputed by the entrepreneur.

§ 10 Applicable Law, Place of Jurisdiction, Partial Invalidity

1. The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between the entrepreneur and the customer, with the exception of the UN sales law.
2. If the customer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the business location of the entrepreneur is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. Should a provision in these terms and conditions be or become invalid, this shall not affect the validity of all other provisions and agreements between the entrepreneur and the customer.

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