

Terms of Sale

Bischoff Federwerk und Nutzfahrzeugteile GmbH

As far as no special agreements have been made, our sales are carried out on the following terms:

Deals and agreements, especially if they modify the present terms of sale, only become binding for us through our written confirmation.

Price setting: All prices given by us are strictly subject to change. Our prices valid on the day of delivery are charged, i.e. we reserve the right to make a price change if changes occur up to the day of dispatch concerning tariffs, material and energy costs etc. We charge separately for packaging which is not provided by the recipient and issue a credit note for 2/3 of the charged value in the case of carriage-paid return in good order and condition.

Times for delivery: The time for delivery begins on the day of our order confirmation, although not before all details of execution have been fully clarified. The times for delivery are considered as approximate and non-binding in the absence of a special agreement. Claims due to late delivery are not possible. Goods reported as ready for dispatch have to be called up by the customer immediately. If no call is made or if there is no possibility to dispatch, then we are entitled to store and charge for the goods at the expense and risk of the customer as we see fit. The customer cannot reject partial deliveries.

Hindrance of delivery: Operational disturbances and events of force majeure entitle us to increase the delivery time agreed on for the duration of the operational hindrance and an appropriate lead time and, if the further particulars require it, to cancel the delivery obligations fully or in part. Force majeure means circumstances which make the delivery considerably more difficult for us or which make it impossible.

Passing of risk: All deliveries are carried out at the expense and risk of the recipient.

Payment: The invoice is issued on the day the goods are dispatched. In the event of the execution of an order resulting in a plus or minus of 10 percent, no grounds for refusing to accept the good can be asserted by the orderer because of this. Our invoices are payable strictly net within 10 days. If the times allowed for payment are exceeded, interest on late payment is charged at the amount of the costs effectively levied by the bank. Other terms of payment require written agreement. The payment of our invoices must be made irrespectively of whether the goods reach the recipient. The right to notify of defects is not compromised by punctual payment. If we accept bills of exchange as payment and the financial situation of the buyer or acceptors turns out to be unfavorable over the duration of the bills of exchange or if we receive unsatisfactory information regarding one of the two, then we are entitled to demand payment even before the bill of exchange expires, despite having taken the bill of exchange. The special charges incurred at the time of accepting the bills of exchange, such as discount charges, bank commission and stamp charges, are to be paid immediately in cash. We are entitled to assign claims arising from this delivery.

Dispatch: Dispatch is carried out carriage forward in all cases, if nothing else has been agreed upon. In all cases where no specific instructions are given for dispatch, the latter is effected to the best of judgment without any obligation for the cheapest shipment.

If, for reasons not imputable to us, the dispatch is delayed or must be stopped, then the reported readiness for dispatch is considered equal to a performed delivery, and we are entitled to firmly invoice the good on the day of completion. We are not liable for losses or damages during transport, since we only deliver in impeccable condition. Even in the case of carriage paid deliveries, the transportation is carried out at the risk of the recipient. The payment of carriage by us is only to be regarded as a submission made by us.

Reservation of property rights: The delivered good, which may only be re-sold or processed further in the ordinary course of business, remains the property of the supplier until all receivables owed by the acceptor to the supplier have been fulfilled, and may therefore neither be assigned nor pawned.

This also applies if a confirmation of balance is issued. The reserved property is then considered as a security for the receivable and on the balance. The good belonging to the supplier, if sold, is replaced by the receivable from the third party acceptor, which is already considered as assigned to the supplier up to the amount of the total receivable of the supplier.

The reseller is entitled and obligated to collect the receivables arising from resale until revocation, although no later than by the delay of payment of the reseller.

The treatment or processing of the delivered good is carried out in all cases for the supplier, for whom the buyer holds the treated or processed good as a safe keeper only. In the case of resale to which the buyer is authorized, the preceding paragraph is applied accordingly.

The provisions above are applied mutatis mutandis for the case of combining (installation in particular). If the delivered good is combined with another chattel, making it an integral part of the other thing which is to be regarded as the main thing, then the buyer already transfers a share of joint property of the new thing to the supplier, which the buyer takes into safekeeping for the supplier. In the case of resale, the provisions of the first paragraph are applied accordingly.

If, after the conclusion of the contract, the supplier becomes aware of circumstances which diminish the creditworthiness of the buyer, then the supplier is entitled without further ado to demand the immediate payment in cash or surrendering of the delivered good as a security, and furthermore, for any good still to be delivered, to demand an advance payment or securing at the suppliers choice. If this obligation is not fulfilled, the supplier is entitled to demand compensation for damages caused by non-fulfillment without notice, or to withdraw from the contract fully or in part. The supplier and buyer already waive the rights from § 23 Vergleichsordnung (Law on Composition Proceedings). If the property of the supplier is seized, then the buyer has to inform the supplier immediately, sending a copy of the seizure record and confirming the property right in writing both to the third party and to the supplier.

Warranty: We offer a warranty for 24 months counting from the day of delivery, in the form of us delivering ex works, at our choice, a free of charge replacement for objects which have become demonstrably unusable due to material or manufacturing faults or issuing a credit note, if the rejected parts are sent carriage-paid. All further claims for the reimbursement of damages, wages, shipping costs, assembly and disassembly costs, penalties for delay etc. are expressly refused. We refuse any liability in the case of an unknown application or abnormal operating conditions of the delivered objects.

For individual spring leaves, the Bischoff GmbH Company assumes the legal warranty of 2 years from the date of delivery, if the new spring leaf has been adapted to the entire spring. For spare parts bought from the Bischoff GmbH Company, the legal warranty is assumed if the customer can provide evidence of proper installation. The installation has to be carried out by approved motor vehicle workshops.

Complaints concerning the quantity, dimensions and weight as well as the quality of the good can only be considered if we are notified of these in writing within 8 days following receipt of the good.

Online-dispute resolution (ODR) Information: We are not willing or obliged to attend in a Dispute Resolution Procedure by an Online Dispute Resolution platform.

The European Commission is providing a platform for online dispute resolution (ODR), <http://ec.europa.eu/consumers/odr>.

Place of fulfillment and place of jurisdiction:
Amtsgericht Stendal (Stendal county court)