

General Terms and Conditions of PM Atemschutz GmbH

1. General Information

The following terms and conditions apply to all our transactions - even without specific reference. Any deviating agreements and collateral agreements must be made in writing. We are not bound by any other terms and conditions of purchase or business of our business partners, even if we do not expressly object them.

2. Offer and Conclusion

Our offers are subject to change.

We are not liable for transmission errors. Orders placed are binding in accordance with our written confirmation. For goods available for immediate delivery, the invoice, otherwise our dispatch note/delivery note shall be deemed to be the order confirmation.

3. Prices

Our prices are subject to change. We charge the prices valid on the day of delivery. Our prices are ex works or ex warehouse. Our invoices are based on the costs for material, wages, import, packaging, transport and insurance as well as exchange rates valid at the time of ordering.

4. Terms of Payment

Invoices are, if not agreed otherwise, payable net cash without deduction 30 days after the invoice date and due without reminder. Payment shall be made irrespective of any notices of defects. Rights of retention or set-off are excluded. At our discretion, payments shall be offset against outstanding claims or in accordance with §367 BGB. Payments by cheque or bill of exchange will not be accepted. Discount charges or other costs shall be borne by the business partner. If the payment deadline is exceeded or payment is not made in full on time, the customer shall be in default, even without a reminder, no later than 30 days after the due date and receipt of the invoice. Without prejudice to any other claims, we shall be entitled to charge interest at a rate of 9 percentage points above the respective base rate in accordance with § 247 BGB from the date of default. In addition, all outstanding claims - even if bills of exchange have been accepted - are due after a short reminder. In the event of a significant deterioration in the financial circumstances of our business partner, we shall also be entitled to declare all outstanding claims due for payment by issuing a reminder at short notice. The above-mentioned interest rate shall be payable from the due date. In the event of default in payment or a significant deterioration in the financial circumstances of our business partner, we are no longer obliged to make further deliveries from any current transactions.

5. Dispatch of Invoices

Invoices may be sent by post or e-mail, at our discretion. The customer agrees to receive invoices electronically. Electronic invoices will be sent to the customer by e-mail in PDF format to the e-mail address provided. At the express request of the customer, invoices can also be sent by post at any time. We reserve the right to charge a processing fee of €2.95 per invoice for sending invoices by post.

6. Delivery and Dispatch

Delivery dates are non-binding.

Partial deliveries and production-related excess or short deliveries to a reasonable extent are permissible. In the case of firmly agreed delivery dates (written confirmation by us), the deadline shall be deemed to have been met if the goods have left our warehouse/works by the end of the deadline. Delivery dates shall be extended accordingly if our business partner is in default. In the event of our own delay, we must be granted a reasonable period of grace. After fruitless expiry, our business partner may withdraw from the contract. Claims for damages due to non-fulfilment or delayed fulfilment are excluded. This shall not apply in cases of wilful intent or gross negligence. Dispatch, loading and transport shall always be at the risk and expense of the business partner or customer. The correct mode of despatch shall be determined by us.

7. Force Majeure

Events of force majeure affecting us or our suppliers shall entitle us to suspend deliveries for the duration and extent of the hindrance or, at our discretion, to withdraw from the contract in whole or in part by notifying the buyer to the exclusion of any claims, insofar as this is legally permissible. Force majeure includes, in particular, strikes in our factories or those of our suppliers and the companies (freight forwarders, carriers) on whose co-operation we are dependent, import embargoes, transport disruptions, fire damage, pandemics, etc.

8. Consultation; Information

All verbal and written information on the suitability and possible applications of our goods is provided to the best of our knowledge. The customer is not released from the obligation to convince himself of the suitability of the goods for his intended purpose by carrying out his own tests.

9. Reservation of title

The delivered goods shall remain our property (reserved goods) until full payment of all present or future claims arising from the business relationship, irrespective of the legal grounds. The retention of title shall not be affected by balancing of current accounts and acknowledgement. Our business partner may only resell the reserved goods in the ordinary course of business if he has not assigned the claim from the resale to third parties in advance, or if the reserved goods have been pledged or assigned as security and his payments must be suspended. In the event of resale, the business partner hereby assigns to us in advance the claims against his customers to which he is entitled from the resale in full with all ancillary rights in order to fulfil all our claims arising from the business relationship. If the securities from the simple, extended or prolonged retention of title exceed our claims to be secured by more than 20%, we shall release fully paid deliveries in individual cases at our discretion. Upon simple request by us, the assigned claims must be specified precisely. The authorisation to sell goods subject to retention of title in the ordinary course of business shall end when our business partner ceases to make payments or if bankruptcy or composition proceedings are instituted against his assets. We must be informed immediately of any seizure or other action by third parties against our goods subject to retention of title and must be given every assistance to protect our rights. Furthermore, our business partners must provide us with all information and documents necessary to assert our rights. In particular, inspection of his books and invoices must be permitted. All costs arising from the assertion of our security rights shall be borne by our business partner.

10. Liability for defects, complaints, returns

Notices of defects or complaints must be submitted to us in writing without delay, at the latest within 7 working days of receipt of the goods. We will take back defective goods that have been notified in good time and for which a material or manufacturing defect can be proven beyond doubt and replace them with goods in perfect condition. We shall be liable for replacement deliveries to the same extent as for the first delivery. Other claims, in particular claims for compensation for indirect damage, are excluded in all cases. This shall not apply in cases of intent or gross negligence. Return deliveries must always be made carriage paid or will be arranged by us after prior agreement. Unpaid consignments will be returned to the sender. Returned goods will only be accepted after prior agreement minus a 17.5 % restocking fee. The return of potentially contaminated goods is generally excluded. Non-compliance will result in the goods being returned to the sender at the sender's expense. Any costs incurred due to the return of contaminated goods (e.g. for the removal of in-house contamination) will be charged to the sender in full.

11. Export control

We would like to point out that the delivery and service may be subject to foreign trade law restrictions on resale by the customer and are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions. Any listing of the goods, technology or software in accordance with Annex I of the EC Dual Use Regulation or a national export list is possible. The contracting parties undertake to provide all information and documents required for the export, transfer or import (e.g. end-use declarations). This also applies to the customer in the event of any transfer of the goods in connection with an export, shipment or import. Delays due to export inspections or authorisation procedures shall suspend deadlines and delivery times.

If necessary authorisations are not granted or if the customer does not provide us with the necessary documents or information after setting a reasonable deadline, we shall be entitled to withdraw from the contract with regard to the affected parts. Claims for damages by the customer are excluded in this respect and due to the aforementioned failure to meet the deadline. In the event of export or shipment of the goods by the customer, the customer undertakes to comply with all German and European regulations and all other applicable national or international export control regulations as well as embargoes, other sanctions against persons, companies or institutions, restrictions on listed goods or their critical uses. The examination of further foreign trade law restrictions with regard to an intended resale and the application for any licences required in this connection shall be the sole responsibility of the customer.

12. Place of fulfilment, Place of jurisdiction, Choice of law, Partial invalidity

The place of performance and jurisdiction for all disputes - including actions on bills of exchange and cheques - shall be Germany - Mönchengladbach. We are entitled to sue the business partner or other debtor at the court responsible for his registered office. The business relationship shall otherwise be governed by German law. The invalidity of individual provisions of these terms and conditions shall not affect the validity of the remaining provisions.

13. General Data Protection Information

Our general Data Protection Information in accordance with Article 13 GDPR on the processing of your data can be found at www.pm-atemschutz.de/datenschutzerklaerung_pm/