

Terms and Conditions

General Terms and Conditions of Sale, Delivery and Payments of F1-Generation GmbH

1. General

For our offers, sales, deliveries and other services, the following conditions apply. The customer or buyer recognizes the conditions as part of the contract by ordering or placing an order. Amendments, even if agreed with us, are only valid if confirmed in writing. Deviating conditions of our customers do not oblige us, even if we do not expressly contradict them. An exception applies in case of our written confirmation.

2. Offers and Conclusion of Contract

Offers by us are always non-binding until our written confirmation of the order. If an order is to be regarded as an offer according to § 145 BGB, we can accept it within two weeks. Contract modifications, amendments or collateral agreements require our written confirmation in order to be valid. The conditions apply in their respective version.

3. Prices

The prices quoted are subject to change and are ex works without VAT and excluding packaging. We are free to invoice costs of packaging separately. If material or labor cost increases occur after the price lists have been created, if there are increased purchasing costs due to considerable exchange rate changes (above 10%) or if taxes or duties are increased we are entitled to adjust prices accordingly. No party has the right to withdraw from the contract because of this. Discounts granted and other price reductions are waived when applying for insolvency or settlement of our contracting party or after the partner has fallen into arrears.

4. Delivery and Shipping

The start of the delivery period specified by us presupposes the clarification of all technical questions as well as the timely and proper fulfillment of the customer's obligations. The plea of the unfulfilled contract remains reserved. The specified delivery periods are only approximate. They are, however, respected as much as possible by us. If the delivery is delayed the customer does not have to be notified. Firm deals are not made.

The supplier is entitled to partial deliveries. Each partial delivery must be regarded as a closed individual transaction and as such is subject to these contractual conditions. If we are in default then a reasonable additional delivery period must be provided in writing.

Breakdowns, traffic disruptions, interruptions in the supply of electricity, heating, raw materials or similar at our or our suppliers extend the delivery time accordingly. Force majeure and all other circumstances for which we are not responsible entitle us to withdraw from the contract in whole or in part. If a delivery is required for the delivery and this cannot be executed, we are entitled to withdraw from the contract. In this case we undertake to inform the customer about the unavailability and to refund payments if already done. Shipping is ex works at the expense and risk of the customer. The customer also bears the risk of transportation if we deliver in individual cases on our costs or for a charge. The choice of shipping method is up to us. Complaints due to changed article or color numbers will not be accepted.

5. Payment

Payments are to be made free of charge according to the agreed payment terms. If there are no special terms of payment agreed, invoices will be due after 30 days net without discount. Customers who are not covered by our credit insurer or our factoringbank must always pay in advance. All payments have to be executed cash, by bank transfer or check. The time of receipt is the credit on our account. Drafts are not considered as contractual means of payment. However, if a draft is accepted, there is no deferral of the receivables. The customer remains in default until the bill is honored. All costs and expenses of the bill then go to his own expense. The acceptance of checks and bills takes place only on account of payment and without guarantee for protest. Payments are to be made free of charge according to the agreed payment terms. All payments have to be executed in cash, by bank transfer or check. The time of receipt is the credit on our account. Drafts are not considered as contractual means of payment and are not accepted. The acceptance of checks and bills takes place only on account of payment and without guarantee for protest. If the term of payment is exceeded, the customer is in default. A reminder is not required. If the customer defaults on a payment, all other outstanding claims are immediately due for payment, without the need for a separate notice of default.

The contracting parties are obliged to pay default interest of at least 5% above the respective base interest rate of the Bundesbank from the beginning of the default. The assertion of higher interest and further damages caused by delay as well as all other legal consequences of the delay remains reserved. If the customer is in default, or circumstances become known after conclusion of the contract, which are likely to reduce the creditworthiness of the purchaser, all claims are due without regard to the duration of any accepted bills of exchange. Such circumstances further entitle us to execute outstanding services only against advance payment or security deposits, as well as to withdraw from the contract or to claim damages for non-performance. Proof of a reduction in creditworthiness shall be deemed to have been provided by the bank or a reputable credit agency.

5.1 Assignment of Claims

The supplier is entitled to assign his claims from delivery and service for financing purposes. In the event of assignment, all present and future claims arising from our business relationship and all ancillary rights (such as our reservation of proprietary rights) are transferred. The customer will find a corresponding note on his invoice.

6. Reservation of Proprietary Rights

All goods supplied by us remain the property of our company until the fulfillment of our entire claims against the respective customer, for whatever legal reason they may have arisen. The customer may only dispose of the delivered goods in regular business transactions. Despite the assignment the customer is authorized to sell the assigned goods in the proper course of business and to realize the proceeds. The authorization shall cease to exist with our revocation, to which we are entitled upon the occurrence of the default or the reduction in the creditworthiness of the customer. At our request the customer is obliged to disclose the assignment to its customers and to provide us with all information necessary to assert the claim and to hand over the necessary documents. Pledges or assignments of security of the reserved goods are prohibited to the purchaser. The customer must notify us immediately of a seizure or any other impairment of the rights of the reserved goods by third parties. He bears the cost of the intervention.

7. Warranty and Damages

Warranty rights of the customer expire twelve months after receipt of the goods. Obvious defects must be reported in writing immediately, but no later than 14 days after receipt of the goods; hidden defects must be reported in writing immediately after their discovery. If the complaint is not timely the goods are considered approved. Legitimate complaints do not exempt from the obligation of timely payment. For materials and equipment that are not from our own production, we accept only the warranty and other liability in the context of our promise to our suppliers. If the goods have a defect, we shall be entitled to supplementary performance within a reasonable period without prejudice to the right of the customer to reduce the subsequent performance in the event of failure or to withdraw from the contract at his discretion. Claims for defects do not exist in the event of insignificant deviation from the agreed quality, in the case of insignificant impairment of usability, in the case of natural wear and tear and in the event of damage arising from the transfer of risk through improper use of the object. We are not liable for slightly negligent violations of essential contractual obligations by our legal representatives or vicarious agents. This exclusion does not apply to physical and health damages caused by us.

8. Right of Retention and Offsetting

The customer is not entitled to set off against our claims with counterclaims disputed by us. The offsetting with undisputed and legally established claims is permissible.

9. Submitted Documents

We reserve the right of ownership and copyrights to all documents provided to the customer in connection with placing the order, such as calculations, drawings, etc. These documents may not be disclosed to third parties without our express written permission. If we do not accept an offer from the customer within two weeks these documents must be returned to us immediately.

10. Place of Performance and Jurisdiction

Place of fulfillment for delivery and payment is Cologne. For all disputes arising directly or indirectly from the contract Cologne is agreed as the place of jurisdiction, insofar as the claims are asserted in the dunning procedure. Insofar as the customers are merchants, foreign contracting parties, legal persons under public law or special funds under public law, the contracting parties agree that Cologne is the place of jurisdiction for indirect or / and direct legal disputes arising from the contract. Regardless of the amount in dispute, the district court of Cologne or the regional court of Cologne has jurisdiction in the first instance at our discretion. This contract and the entire legal relationships of the parties are subject to the laws of the Federal Republic of Germany. The UN Sales Convention (CISG) are explicitly excluded.

11. Final provisions

Should individual provisions of these conditions of sale, delivery and payment be or become voidable or void, the remaining provisions shall remain unaffected and fully effective.

12. Language prevalence

In the event of discrepancies between the German and English version of these General Terms and Conditions, the German version shall prevail.

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