

General Terms and Conditions: fleur ami®

1. General

All agreements and offers are subject to the suppliers' conditions.

2. Offers

All offers are only binding if they are immediately approved and confirmed by us in writing.

3. Prices

The prices, which are to be given only in Euros, are subject to alteration for delivery ex-warehouse exclusive of packaging. If during the term of an order the wage or material costs can be proven to have increased, we reserve the right to adjust the price accordingly.

4. Payment conditions

The invoice shall be written on the day of dispatch of the product or upon partial delivery. If upon completion or after the entry into effect of the purchase obligation, the customer has not issued a dispatch order, or if the product is held in storage by the supplier, the invoice shall then be drawn up on the date of completion of the product. For larger orders, advance payments or partial payments corresponding to the work carried out must be made. In the event of delayed payment, all obligations of the purchaser, even those which are deferred, are due immediately. In the case of delayed payment, the usual bank credit interests will be owed. We may in individual cases and without specifying our reasons require full or partial advance payment.

5. Reservation of proprietary rights

The product shall be delivered under reservation of proprietary rights. Until total payment of all debts, including future debts, all products that we deliver remain our property, regardless of the legal reason, even if the purchase price for especially marked orders has been paid. The purchaser cannot acquire ownership by transforming the product into a new item. He may if necessary undertake processing on our behalf. The processed product likewise serves as a security for us to the value of the product. When the purchaser undertakes processing using foreign products that do not belong to us, we become part owners of the new item to the proportion of value of the foreign processed product represented by our product. The new item that results from processing shall be our title good. All claims on the part of the purchaser from the resale of title goods shall be diverted to us. The ceded claims serve in the estimated invoice as a security for the respective outstanding balance. If the title good is sold by the purchaser together with foreign products that do not belong to us, whether before or after processing, the transfer of the purchase price claim only applies to the value of the title good, which with the other products is the object of this purchase contract or part of the purchase item. The purchaser is entitled to engage in the further sale of the title good only in normal business dealings and only on the condition that the claim of purchase price from further sale goes only to us. The purchaser is obliged to inform us immediately of third party access to the products delivered under reservation of proprietary rights or of the ceded claims. The purchaser is obliged to pass on the necessary information and to provide us with the documentation that we need in order to claim our rights from the buyer. Upon withdrawal of the product by us, all additional costs must be refunded to us.

The purchaser is entitled to collect the claims from further sale. On our request, he must inform us of the debtors of the ceded claims. We are entitled to inform the debtors of the transfer. The reservation of proprietary rights also remains valid when some of our claims are incorporated into a running account and the balance is reached and acknowledged. Our reservation of proprietary rights is stipulated in such a way that upon complete payment of our claims from the business connection, the ownership of the title good is transferred without delay to the purchaser and the purchaser is entitled to the ceded claims.

6. Excess safeguarding clause

If the value of the securities arising from the aforementioned provisions for the seller exceeds the amount of his claims to the purchaser by more than 20%, he is obliged to this extent to release the related proportion of securities on the request of the purchaser.

7. Deliveries delivery deadlines

Deliveries are ex-warehouse, unless subject to an agreement otherwise. The dispatch takes place without exception at the expense and risk of the recipient, including for freight paid delivery. Transport insurance is only arranged by the deliverer upon the express instruction and at the cost of the customer! After inspection and acceptance on the part of the purchaser, all of the seller's liability ceases to be valid, unless in the case of the malicious concealment of deficiencies. Plant that we have installed is considered to have been purchased upon completion at the place of issue.

Delivery deadlines: Agreed delivery deadlines shall be respected as far as possible. The supplier is not liable in cases of late delivery caused by circumstances for which the supplier is not responsible.

Business disturbances, in both the supplier's business and in other businesses on which production and transport depend - caused by war, strikes, lock-outs, insurgency, energy shortages, transport failures, work restrictions and all other cases of force majeure - exempt the supplier from the observance of the agreed delivery times and prices. Any overstepping of the delivery time and price caused by the latter does not entitle the customer to withdraw their order or hold the supplier liable for any damage that may have occurred.

8. Delivery default

In the event of delivery default on the part of the supplier, the customer is in any case entitled to exercise his legal rights only after the establishment of an appropriate extension. He may not demand compensation for lost profit.

Compensation for damages or other demands subsequent to delivery default are excluded.

9. Complaints

Complaints are only possible within 8 days upon receipt of the product from the place of destination in compliance with the legal provisions and upon the exact indication of the alleged specific deficiency. They do not affect the fulfilment of the agreed payment conditions. In cases of justified complaints, we decide at our discretion either to only take the product back or to provide a replacement. We are only legally responsible in so far as our delivery service is liable to us. Extensive claims, particularly the right to contract cancellation, contract reduction or compensation for damages for no fulfilment, are excluded. Notice of delivery must be sent to us. The supplier may only be accused of concealed deficiencies which cannot be found after immediate investigation if the letter of complaint is sent to the supplier within 3 months after the product has left the factory.

10. The place of fulfilment and jurisdiction

For all claims and legal disputes in the context of the contractual relationship shall be Krefeld, Germany.

11. Partial invalidity

The present or future invalidity of a provision in these sales and delivery conditions shall not affect the validity of the other provisions.

12. Flat rate charge for small quantities

For fees of below € 50,- we calculate a flat rate charge for small quantities of € 5,-.