1. Scope of application

These General Terms and Conditions of Sale and Delivery of Witz enmann GmbH apply to all sales, delivery and service agreements to which Witz enmann GmbH is a party, unless otherwise agreed in writing.

2. Terms and Conditions of Sale and Delivery

We do not reserve the right to deviate from these General Terms and Conditions of Sale and Delivery. Exceptions may only be made in writing, except for any agreements with which we have agreed in writing with the reality of said agreements.

3. Due date

The due date shall be the date of our invoice and the date of the respective delivery terms. Unless otherwise agreed in writing, it shall be the date of despatch by us of the delivery object or the confirmation of the delivery.

4. Delivery

In the event of a delay in delivery, we are entitled to claim damages for delay in accordance with Section 277 of the German Civil Code.

5. Price

For the purchase, purchase price is understood. Invoices are due 30 days after the due date. No discount is granted.

6. Payment

All prices are plus value added tax. Unless otherwise agreed in writing, payments are due in advance of delivery and service.

7. Force Majeure

In the event of Force Majeure (e.g. strikes, lockouts, raw material shortage), the delivery terms may be extended. If a delivery term is extended due to Force Majeure, this shall be deemed to have been agreed in writing and shall be suspended as long as a case of Force Majeure exists. This does not apply if the Force Majeure does not concern the company or the service from the company to which the claim was made in the form of a claim on the basis of the claim against the balance of the invoice.

8. Exclusion of guarantee

The resale of the claims as part of non-recourse factoring transactions for good cause, to collect the assigned claims in a fiduciary capacity.

9. Retention of title

The resale of the claims is possible only with our prior written consent. The retention agreement is to be concluded with us. If the retention agreement is concluded with us, we shall remain the owner of the object in question.

10. Rights of the creditor

The retention of title shall be suspended if the retention agreement is concluded with the customer.

11. Disputes

Disputes shall be settled by the competent court of jurisdiction in accordance with applicable law.

12. Language

All contracts are concluded in German. In the event of a dispute, all contracts shall be interpreted in such a way that the economic purpose pursued by them is achieved.

13. Additional terms

In addition to the conditions and delivery of this product, we refer to our general terms and conditions of sale and delivery as well as to the terms of delivery of the respective manufacturer.

14. Force Majeure

In the event of Force Majeure (in particular, but not exclusively, floods, fire, riot, war, military intervention), we are entitled to refuse delivery and service. In the event of Force Majeure, we may also extend the delivery terms.

15. Exclusion of liability

We shall not be liable for any damages, particularly those resulting from the injury to life, limb or health, which are caused by our own negligence. In the case of ordinary negligence, we shall only be liable for damage to property. In the event of gross negligence, we shall also be liable for damage to persons.

16. Statute of limitations

The limitation period for bringing claims for defects shall be one year from the delivery. If no defects are apparent when the delivery object is accepted, the limitation period shall commence at the time of discovery. In the event of an agreed price increase, the limitation period shall commence at the time of delivery.

17. Payment

The payment terms are the agreed payment terms. In the event of a delay in payment, we are entitled to charge default interest at 5 percentage points above the base interest rate. In the event of a delay in payment, we are entitled to claim damages for delay in accordance with Section 277 of the German Civil Code. In the event of a delay in payment, we are entitled to claim damages for delay in accordance with Section 277 of the German Civil Code.

18. Assignment of claims

The assignment of claims is not permitted. The assignment of claims is not permitted. The assignment of claims is not permitted.

19. Force Majeure

In the event of Force Majeure, the delivery terms may be extended. If a delivery term is extended due to Force Majeure, this shall be deemed to have been agreed in writing and shall be suspended as long as a case of Force Majeure exists.

20. Retention of title

The resale of the claims as part of non-recourse factoring transactions for good cause, to collect the assigned claims in a fiduciary capacity.

21. Rights of the creditor

The resale of the claims as part of non-recourse factoring transactions for good cause, to collect the assigned claims in a fiduciary capacity.

22. Disputes

Disputes shall be settled by the competent court of jurisdiction in accordance with applicable law.

23. Language

All contracts are concluded in German. In the event of a dispute, all contracts shall be interpreted in such a way that the economic purpose pursued by them is achieved.

24. Additional terms

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25. Force Majeure

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26. Exclusion of liability

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27. Statute of limitations

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29. Assignment of claims

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30. Disputes

Disputes shall be settled by the competent court of jurisdiction in accordance with applicable law.

31. Language

All contracts are concluded in German. In the event of a dispute, all contracts shall be interpreted in such a way that the economic purpose pursued by them is achieved.

32. Additional terms

In addition to the conditions and delivery of this product, we refer to our general terms and conditions of sale and delivery as well as to the terms of delivery of the respective manufacturer.

33. Force Majeure

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34. Exclusion of liability

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35. Statute of limitations

The limitation period for bringing claims for defects shall be one year from the delivery. If no defects are apparent when the delivery object is accepted, the limitation period shall commence at the time of discovery. In the event of an agreed price increase, the limitation period shall commence at the time of delivery.

36. Payment

The payment terms are the agreed payment terms. In the event of a delay in payment, we are entitled to charge default interest at 5 percentage points above the base interest rate. In the event of a delay in payment, we are entitled to claim damages for delay in accordance with Section 277 of the German Civil Code. In the event of a delay in payment, we are entitled to claim damages for delay in accordance with Section 277 of the German Civil Code.

37. Assignment of claims

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38. Disputes

Disputes shall be settled by the competent court of jurisdiction in accordance with applicable law.

39. Language

All contracts are concluded in German. In the event of a dispute, all contracts shall be interpreted in such a way that the economic purpose pursued by them is achieved.

40. Additional terms

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