

General conditions of sale

§ 1 General – Scope

1. These conditions of sale apply exclusively to contractor, legal persons under public law or public law special funds within the meaning of § 310 paragraph 1 BGB.
2. These conditions of sale apply exclusively; or deviate from these conditions of sale of the customer, we do not recognize, unless GIDS-GmbH has expressly agreed in writing. This Condition of sale also apply if GIDS-GmbH is aware of conflicting or deviating from these conditions of sale of the customer delivery to the customer without reservation perform.
3. All agreements have been made between GIDS-GmbH and the client to execute this contract in writing in this contract.

§ 2 Offer - Offer documents

1. If an order is to be regarded as an offer according to § 145 BGB, we can accept it within two weeks.
2. All illustrations, drawings, calculations and other documents reserves GIDS-GmbH of ownership and copyright.
3. At all in connection with the award of the contract the customer provided documentation, such as calculations, drawings etc., we reserve the right of ownership and copyright. This also applies to written documents which are marked as "confidential". These documents may not be made available to third parties, unless we give the customer our express written consent.

§ 3 Prices - Terms of Payment

1. Unless otherwise agreed in writing, our prices are ex-works, excluding packaging and plus VAT at the applicable rate. Packaging costs are billed separately.
2. The discount requires special written agreement.
3. Unless the order confirmation states otherwise, the net purchase price (Without discount) immediately due and payable within 30 days from the invoice date, unless there is an individual agreement. The legal rules governing the consequences of late payment.
4. Off rights to the customer only if his counterclaims have been legally established, undisputed or recognized by GIDS-GmbH. He is to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 4 Delivery

1. The commencement of the GIDS-GmbH delivery presupposes that all technical questions are answered and requested information is supplied by the customer.

2. Compliance with the delivery obligation requires the timely and proper fulfillment of the obligation of the customer. The defense of breach of contract are reserved.
3. If the customer is in default of acceptance or culpably violates other cooperation duties as GIDS-GmbH is entitled to demand compensation for damages incurred, including any additional expenses. Further claims are reserved.
4. Provided that the requirements of paragraph (3), the risk of accidental loss or accidental deterioration of the goods is at the time to the customer, in which he has fallen into acceptance or payment.
5. GIDS shall be liable according to the statutory provisions, if the underlying contract is a firm deal in terms of § 286 Section 2 No. 4 BGB or § 376 HGB. GIDS-GmbH is also liable under the law if as a result of a GIDS-GmbH delay in delivery, the customer is entitled to claim that its interests has come to fulfillment of the contract has ceased to exist.
6. GIDS-GmbH is also liable under the law if the delay in delivery of a GIDS-GmbH willful or grossly negligent breach of contract, the fault of the representatives or agents GIDS limited liability companies is attributable to it. If the delivery delay is not due to one of GIDS-GmbH to willful breach of contract, the compensation experience is limited to the foreseeable, typically occurring damage.
7. GIDS-GmbH is also liable under the statutory provisions insofar as the GIDS-GmbH delay in delivery to the culpable violation of a material contractual obligation, in this case, however, liability for damages shall be limited to foreseeable, typically occurring damage.
8. In case of delay in delivery of the assertion of the right to damages for delay is limited even with proof of greater damage to a maximum of 15% of the contract value.
9. Other legal claims and rights of the client are reserved.

§ 5 Transfer of Risk - Packaging Costs

1. Unless the order confirmation states otherwise, delivery "ex works".
2. For the return of packaging are special agreements.
3. If the customer desires, GIDS-GmbH will cover the delivery by transport insurance, the costs of which shall be borne by the customer.

§ 6 Liability

1. Claims of the customer assume that this is his obligation in accordance with § 377 HGB and complaint obligations properly.
2. The choice of eliminating the defect and redelivery is in any case only GIDS-GmbH. GIDS-GmbH is entitled to two-time repair.
3. Fails, the second subsequent performance, the customer has the right to reduce or withdraw from the contract after.
4. GIDS shall be liable according to the statutory provisions, if the customer claims damages based on intent or gross negligence, including intent or gross negligence of representatives

or agents GIDS limited liability companies. As far GIDS-GmbH is blamed no intentional breach of contract, the liability for damages is limited to foreseeable, typically occurring damage.

5. GIDS-GmbH is liable under the law if GIDS-GmbH culpably violated an essential contractual obligation in this case, however, liability for damages is limited to foreseeable, typically occurring damage.
6. The customer is liable in any event, even without fault for the supplies and services procured by him as for his own goods or services. This is especially true with regard to defects.
7. Unless stipulated otherwise above, liability is excluded.
8. Warranty claims shall expire 12 months after delivery of the goods delivered to the purchaser.

§ 7 Liability total

1. Any further liability for damages as provided in § 6 is - regardless of the legal nature of the claim - excluded. This applies in particular to claims for damages from negligence in contracting, other breaches of duty or tort claims for property damage pursuant to § 823 BGB.
2. The limitation in paragraph (1) shall also apply if the customer, instead of a claim for damages, in lieu of useless expenses.
3. As far as the liability of limited liability companies GIDS is excluded or limited, this also applies with regard to the personal liability of employees, workers, employees, representatives and agents of the GIDS-GmbH.

§ 8 Retention of Title

1. GIDS-GmbH retains title to the goods until receipt of all payments from the delivery. Breach of contract by the customer, especially in case of default, GIDS-GmbH is entitled to repossess the goods. Taking back the goods by GIDS-GmbH is a withdrawal from the contract. GIDS-GmbH is entitled to return the goods to sell them, the proceeds of sale to the customer's liabilities - less reasonable costs to be counted.
2. The customer is obliged to handle the goods with care, in particular, he is obliged to insure them at own expense against fire, water and theft at replacement value, If maintenance and inspection work is required, the customer must at his own expense . perform
3. Seizures or other interventions by third parties, the customer GIDS-GmbH shall immediately notify in writing so that GIDS-GmbH action under § 771 ZPO. If the third party is unable to reimburse GIDS-GmbH, the judicial and extrajudicial costs of a claim under § 771 ZPO, the customer is liable for the loss incurred by GIDS-GmbH.
4. The customer is entitled to resell the goods in the ordinary course of business, he enters GIDS-GmbH already now all claims to the amount of the final invoice amount (including VAT) of the claim he awoken from the resale against his customers or third parties and regardless of whether the goods sold without or after processing, has been. To collect the debt, the customer is authorized after the assignment. GIDS GmbHs authority to collect the claim

ourselves remains unaffected. GIDS-GmbH undertakes, however, not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default and in particular no application for opening of insolvency or bankruptcy proceedings or payments. If this is the case, may require GIDS-GmbH, the customer GIDS-GmbH, the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.

5. The processing or transformation of the goods by the customer is always done for GIDS-GmbH. If the goods are processed with other GIDS-GmbH does not belong, shall acquire GIDS-GmbH joint ownership of the new item in proportion to the value of the goods (final invoice amount including VAT) to the other processed items at the time of processing. The object created by processing, moreover, the same applies as for the goods under reservation of title.
6. If the goods are inseparably mixed with other, GIDS-GmbH does not belong, shall acquire GIDS-GmbH joint ownership of the new item in proportion to the value of the goods (final invoice amount including VAT) to the other processed items at the time of mixing. If the mixture in such a way that the object of the customer is to be regarded as the main item, it is agreed that the customer-GIDS GmbH proportional co-ownership. The customer shall keep the sole or joint ownership for GIDS-GmbH.
7. The customer enters GIDS-GmbH also assign to secure the claims against him arising from the combination of the goods with a plot against a third party. GIDS-GmbH is obliged to release the GIDS-GmbH securities due on demand of the customer insofar as the realizable value of the collateral exceeds the secured claims by more than 10%, the selection of the securities to be released is up GIDS-GmbH.

§ 9 Jurisdiction

1. If the customer is a merchant, the place of jurisdiction is the headquarter of the GIDS-GmbH. GIDS-GmbH shall be entitled to sue the customer at his residence.
2. The law of the Federal Republic of Germany is valid, the application of the UN purchase right is excluded.
3. Unless the order confirmation states otherwise, the place of performance is the headquarter of the GIDS-GmbH.