General Terms and Conditions of Sale

All our offers, sales, contracts, deliveries and services are subject to the following terms and conditions unless otherwise agreed in writing.

1. General Provisions

1.1. Our deliveries and services shall be provided exclusively on the basis of the following conditions. We hereby reject any purchasing conditions of the buyer.

1.2. Our offers are non-binding. Contracts and other agreements shall become binding only upon our written confirmation.

1.3. For the installation of fences and gate systems, the buyer must obtain any required building permit and expose the boundary markers before installation begins. We must be informed of the route of utility lines on the property when the order is placed; otherwise we must disclaim liability for damage or interruptions.

2. Prices and Terms of Payment

2.1. Unless otherwise agreed, our prices are ex works, plus statutory value-added tax.

2.2. If a payment deadline is exceeded, we are entitled to charge default interest at the rate our bank charges us for current-account loans, but at least eight percentage points above the applicable base rate of the European Central Bank. In the event of payment default, we may suspend performance of our obligations after giving written notice to the contracting partner until payment has been received.

2.3. The buyer may set off only undisputed claims or claims established by a final court judgment. Rights of retention may be exercised only insofar as they arise from the same contractual relationship.

2.4. We are entitled to request security customary in nature and extent for our claims, including conditional claims and claims limited in time.

2.5. The statutory provisions governing default in payment remain unaffected.

2.6. Should material changes occur after conclusion of the contract, in particular as a result of increases in raw material prices (e.g. wire rod, steel, alloying elements), energy or transport costs, new or increased customs duties, anti-dumping duties, levies, import restrictions, CBAM obligations (Carbon Border Adjustment Mechanism), legislative changes, regulatory requirements or other governmental measures, we reserve the right to adjust our prices accordingly and/or to pass on these additional costs.

3. Dimensions, Weights and Quality

Deviations in dimensions, weight and quality are permissible in accordance with DIN standards or established trade practice. Any other deviations require a separate agreement.

4. Dispatch and Transfer of Risk

Unless specific instructions have been given, the choice of shipping route and means of transport, as well as the appointment of the forwarding agent or carrier, is at our discretion. In all other respects, statutory provisions apply.

5. Delivery Times and Delays

5.1. Agreed delivery times are subject to all details of the order being clarified in good time and to the buyer fulfilling all its obligations on time. In all other respects, statutory provisions apply.

5.2. The buyer shall have further rights, in particular claims for damages, only if we have acted with intent or gross negligence.

6. Defects in Goods and Warranty

6.1. Claims for material defects shall become time-barred after 12 months. This does not apply where longer periods are mandatory by law, particularly for defects in a building or in goods which, according to their customary use, were used in a building and caused its defectiveness.

6.2. Where acceptance of the goods or an initial sample inspection has been agreed, complaints concerning defects which the contracting partner could have detected through careful acceptance or initial sample inspection are excluded.

6.3. We must be given the opportunity to ascertain any defect complained of. Goods subject to a complaint must be returned to us promptly upon request; we shall bear the transport costs if the complaint is justified. If the contracting partner fails to meet these obligations or modifies the goods already complained of without our consent, any claims for material defects shall lapse.

6.4. If a complaint is justified and submitted in due time, we shall, at our discretion, repair the defective goods or supply a defect-free replacement.

6.5. If we fail to fulfil these obligations, or fail to fulfil them as agreed, within a reasonable time, the contracting partner may set a final deadline in writing. If this deadline expires without success, the contracting partner may request a price reduction, withdraw from the contract, or have the necessary rectification carried out by itself or a third party at our expense and risk. Reimbursement shall be excluded to the extent that costs increase because, after delivery, the goods were moved to a different location, unless this corresponds to their intended use.

6.6. The contracting partner has statutory rights of recourse against us only insofar as it has not made agreements with its customer that go beyond the statutory rights relating to defects. The final sentence of clause 6.5 applies accordingly to the extent of such recourse claims.

7. Retention of Title

7.1. All goods delivered remain our property (goods subject to retention of title) until all our claims, particularly outstanding balance claims arising from the business relationship, have been satisfied. This also applies to future and conditional claims, e.g. claims arising from reversed bills of exchange.

7.2. Any processing or transformation of goods subject to retention of title shall be carried out for us as manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without creating any obligation on our part. The processed goods shall be deemed goods subject to retention of title within the meaning of clause 7.1.

7.3. If the buyer processes, combines or mixes goods subject to retention of title with other goods, we shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to that of the other goods. If our ownership ceases through combination, mixing or processing, the buyer hereby transfers to us its ownership or expectant rights in the new stock or item to the extent of the invoice value of the goods subject to retention of title; in the case of processing, in the ratio of that invoice value to the invoice value of the other goods used. The buyer shall hold these rights for us free of charge. Our co-ownership rights shall be regarded as goods subject to retention of title within the meaning of clause 7.1.

7.4. The buyer may resell goods subject to retention of title only in the ordinary course of business, on its normal terms, and provided it is not in default, has agreed retention of title with its customer, and assigns the resale claims to us under clauses 7.5 and 7.6. The buyer is not entitled to dispose of such goods in any other way. Resale also includes using the goods to perform contracts for work or contracts for the supply of work and materials.

7.5. The buyer hereby assigns to us its claims arising from the resale of goods subject to retention of title. Such claims shall provide security to the same extent as the goods subject to retention of title under clause 7.1.

7.6. If the buyer resells goods subject to retention of title together with other goods, the resale claim shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. Where goods in which we have co-ownership shares under clause 7.3 are resold, the part of the claim corresponding to our co-ownership share shall be assigned to us.

7.7. The buyer is authorised to collect claims arising from resale. At our request, the buyer must immediately notify its customers of the assignment to us, unless we notify them ourselves, and provide us with the information and documents required for collection.

7.8. The buyer is not authorised to assign the claims under any circumstances. This also applies to factoring transactions, which are not permitted by virtue of our authorisation to collect claims.

7.9. The buyer must notify us without delay of any attachment or other interference by third parties.

7.10. If the value of the existing security exceeds the secured claims by more than 20% overall, we must, at the buyer's request, release security of our choice to the corresponding extent.

8. General Limitation of Liability

8.1. Unless otherwise provided below, all other or further claims by the contracting partner against us are excluded. This applies in particular to claims for damages arising from breaches of contractual obligations or tort. Accordingly, we are not liable for damage other than damage to the goods delivered themselves, in particular for lost profits or other financial losses incurred by the contracting partner.

8.2. The above limitations of liability do not apply in cases of intent, gross negligence on the part of our legal representatives or senior executives, or culpable breach of material contractual obligations. In the event of a culpable breach of material contractual obligations, except in cases of intent or gross negligence on the part of our legal representatives or senior executives, our liability is limited to damage typical of the contract and reasonably foreseeable.

8.3. These limitations also do not apply where liability arises under the German Product Liability Act for personal injury or damage to privately used property caused by defects in the goods delivered. Nor do they apply to injury to life, body or health, or to the absence of expressly warranted characteristics where the warranty was specifically intended to protect the contracting partner from damage other than damage to the goods delivered themselves.

8.4. Where our liability is excluded or limited, this also applies to the personal liability of our salaried employees, workers, other staff, legal representatives and vicarious agents.

8.5. The statutory rules on the burden of proof remain unaffected.

8.6. Before earthworks relating to fences or gate systems begin, we must be informed of the location of utility services (e.g. electricity or water); otherwise we must disclaim all liability.

9. Applicable Law

The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

10. Place of Performance and Jurisdiction

The place of performance and jurisdiction for both parties is Böblingen, Baden-Württemberg, Germany. We are also entitled to bring proceedings against the buyer at its general place of jurisdiction.

11. Reference Images

We are entitled to publish photographs of products and components manufactured by us on our website for reference and advertising purposes unless the buyer objects to such use. Publication shall not identify the buyer or disclose confidential information or trade secrets. The buyer may object to publication at any time in text form, for example by email to info@beissermetall.de. After receiving an objection, we shall refrain from publishing the photographs concerned or remove photographs already published from our website.