

Terms and Conditions of Sale and Delivery

Section 1 - Inclusion of the following General Terms and Conditions of Business

The parties hereby agree that deliveries, services and quotations of the company d-concept GmbH shall be based exclusively on the following terms and conditions of business. These terms and conditions are also applicable to future business relationships without the need for any explicit new agreement. In the absence of explicit acceptance of the terms and conditions, the terms and conditions shall apply as confirmed through taking receipt of the goods or services.

Any general terms and conditions of business (in particular terms and conditions of purchase) of the customer/purchaser are excluded and shall not become part of the contractual relationship, either explicitly, in extension or by implication, unless the company d-concept GmbH explicitly confirms their inclusion in writing. If the customer is not in agreement with the General Terms and Conditions of Business of d-concept GmbH, he is required to object to these explicitly.

Section 2 – Coming about of the contract

Quotations are non-binding and without engagement. Declarations of acceptance by the customer must be made in writing, and the coming about of a contract requires written confirmation by d-concept GmbH. The information provided by d-concept GmbH in the quotation concerning the quality constitutes descriptions and neither a quality agreement nor a guarantee.

d-concept GmbH shall be bound by the prices stated in the quotation for 60 days from receipt of the quotation. If statutory value added tax is not explicitly shown, all prices stated are net prices which are subject to value added tax at the respectively applicable rate. Deviating and supplementary services shall be invoiced separately. d-concept GmbH is entitled to make price increases in so far as difficulties and hindrances become known subsequent to placing of the order which were not known at the time of issuing the quotation and would have influenced the calculation of d-concept GmbH. This includes in particular deviations in terms of measurements, dimensions and material requirements as well as changed installation and assembly conditions.

Section 3 – Delivery delays, default on payment

Delays in delivery and execution shall only be for the account of d-concept GmbH if it is responsible for these delays. The customer must provide official approvals and planning documentation, and in particular must effect agreed payments punctually. d-concept GmbH shall not be in default on delivery or performance if the customer is in default concerning a payment. In the event of default on payment and other circumstances that give justified cause for concern regarding the creditworthiness and solvency of the customer and which become known subsequent to conclusion of the contract, d-concept GmbH shall be entitled to make further deliveries (partial deliveries) conditional on prior payment of the corresponding remuneration or on the provision of collateral as per the BGB (German Civil Code).

Section 4 – Delivery periods

The delivery dates confirmed by d-concept GmbH are non-binding. A completion date agreed as fixed shall only be binding if this date - explicitly specified as "fixed date" - has been confirmed in writing by d-concept GmbH. In the event of d-concept GmbH exceeding a confirmed delivery date, it shall be a matter for the purchaser to set an appropriate period of grace. A period of grace shall be considered appropriate if - given a normal course of events - it places d-concept GmbH in a position to provide the performance during normal working hours without work at weekends/on public holidays and/or work at night.

Section 5 Withdrawal / damages, exclusion of liability

If a period of grace set for d-concept GmbH passes without provision of the performance, the purchaser shall be entitled to withdraw from the contract. Farther-reaching claims for damages against d-concept GmbH shall be excluded, unless these concern liability for damages based on injury to life, limb or health, resulting from negligent violation of obligations by d-concept GmbH or from intentional or negligent violation of obligations on the part of a legal representative or of vicarious agents of d-concept GmbH. Likewise, not excluded are damages based on grossly negligent violation of obligations by d-concept GmbH, or on intentional or grossly negligent violation of obligations by a legal representative or vicarious agent of d-concept GmbH.

Section 6 Loss / deterioration / passing of risk

The risk of loss or deterioration of the performance owed shall pass to the customer as soon as the consignment has been handed over to the third-party company performing the transport. If transport is delayed for reasons for which the customer is responsible, the risk of loss or deterioration shall pass to the customer at the time of notification of availability for dispatch.

Section 7 – Statute barring, notification of defects

The parties hereby agree a limitation period of 1 year from delivery of the goods for claims under a contract of purchase concluded. The statutory obligation to notify defects and notification periods under the HGB (German Commercial Code) shall apply. Claims from a contract for work and services shall become statute barred in accordance with the statutory rulings. The limitation period for the part of the performance subject to complaint shall apply for claims under a mixed contract.

The quality of the contractual item owed by d-concept GmbH shall result solely and exclusively from the contractual agreements. Prospectuses or information provided in the Internet by d-concept GmbH shall not create any quality agreement (see Section 2 above). The acceptance of a written guarantee by d-concept GmbH requires a written declaration marked explicitly as "Guarantee". The acceptance of a quality agreement by d-concept GmbH requires a written declaration marked explicitly as "Quality agreement". The purchaser is obliged to check the quality of the deliveries and services immediately and to assert defects immediately, i.e. at the latest within 10 days of receipt/execution; this assertion must be in writing and must be substantiated. If the delivery is a stock delivery, the purchaser is required to take an appropriate number of random samples that permit conclusions concerning the condition of the delivery as a whole. The goods subject to complaint shall remain with the purchaser until they have been checked by d-concept GmbH.

Hidden defects that are not or not initially recognisable within the scope of a detailed check must be asserted in writing against d-concept GmbH immediately following detection. The purchaser must grant d-concept GmbH time and opportunity to check the justification of the purchaser's complaint. In the event of incorrect use or treatment, all claims of the purchaser against d-concept GmbH shall lapse.

Section 8 – Repair, replacement delivery, withdrawal, reduction in selling price, exclusion of liability.

d-concept GmbH can choose between repair or replacement delivery in terms of rectifying defects. In all cases, the purchaser must set an appropriate deadline by which d-concept GmbH can ensure remedial action during normal working hours. The parties hereby agree a right of 3 attempts at repair based on the respective defect notified. If, notwithstanding the three possible attempts at subsequent fulfilment, subsequent fulfilment is not suitable for removing the defects, the purchaser can withdraw from the contract or assert a reduction in the selling price. Farther-reaching claims against d-concept GmbH or its authorised parties shall be excluded irrespective of the legal grounds, unless the claims of the purchaser concern damages based on injury to life, limb or health resulting from negligent violation of obligations by d-concept GmbH, or from intentional or negligent violation of obligations on the part of a legal representative or vicarious agent of d-concept GmbH. Possible claims are likewise not excluded if they are based on grossly negligent violation of obligations by the user, or on intentional or grossly negligent violation of obligations by a legal representative or vicarious agent of d-concept GmbH.

Section 9 - Retention of title

d-concept GmbH shall retain title to the goods delivered (conditional commodity) until such time as all claims, including all balance claims from current accounts, to which d-concept GmbH is entitled, either now or in future, have been settled. In the event of contract-violating conduct by the purchaser, e.g. default on payment, d-concept GmbH shall be entitled to take back the conditional commodity following the prior setting of an appropriate deadline. If d-concept GmbH takes back the conditional commodity, this shall constitute withdrawal from the contract. If d-concept GmbH attaches the conditional commodity, this shall constitute withdrawal from the contract. deco leisure GmbH is entitled to sell the conditional commodity following taking back. Any proceeds from the sale must be offset against the amount owed by the purchaser after deduction of the costs of sale. If the ownership of d-concept GmbH becomes extinct as a result of combining, it is hereby agreed henceforth that d-concept GmbH shall become joint owner of the item resulting from the combination in accordance with the value of its delivery, and indeed in the ratio of the value of the conditional commodity (final invoice amount including value added tax) to the other items processed as at the time of processing.

In the event of access to the conditional commodity by third parties, in particular attachments, the purchaser shall draw attention to the ownership of d-concept GmbH and inform d-concept GmbH immediately, so that the latter can assert its ownership rights. d-concept GmbH is obliged to release the collateral, to which it is entitled, in so far as the achievable value of this collateral exceeds the claims to be secured by more than 10%; in this respect d-concept GmbH shall be responsible for the choice of the collateral to be released.

Section 10 – Lump-sum damages for non-fulfilment

If the purchaser is finally unwilling to fulfil the contract, he shall be obliged to pay 25% of the gross order amount as damages. The right is reserved to assert farther-reaching damages. The customer shall retain the right to demonstrate that the damages suffered by d-concept GmbH through non-fulfilment of the contract are less than 25% of the order amount including value added tax.

Section 11 – Requirement of the written form

The parties hereby agree the written form for all agreements, extensions and amendments. Cancellation of the requirement of the written form must likewise be agreed in writing.

When using electronic transmission media, declarations addressed to d-concept GmbH or declarations originating from d-concept GmbH - of any form and content whatsoever - shall only be effective if addressed to or originating from the following email address:

info@d-concept.online

The respective employees of d-concept GmbH entrusted with the purchaser's/customer's project can only be included in such binding declarations, addressed to d-concept GmbH, as "CC" addressees.

Any declarations via text message, so-called "social networks" or WhatsApp etc. are non-binding and cannot be attributed to d-concept GmbH.

Section 12 - Place of jurisdiction, applicable law, place of performance

Place of jurisdiction for all claims under the contract is Wesel/Duisburg. Place of performance for all reciprocal performances and claims is Wesel. The declarations and agreements under the present contract and all rights and obligations in connection with its subject matter shall be governed exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded from the choice of law and is hereby removed from the contract.

Should one of the above clauses be ineffective, either in part or in full, the effectiveness of the other clauses shall remain unaffected. The parties shall replace any partly or completely ineffective clause with a clause that corresponds as closely as possible to the economic intention of the ineffective clause.