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§ 1 General – Scope of Application

By accepting our offer, only the sales conditions of "HADI GmbH Industrievertretungen" apply. By accepting, you confirm to be commercially active. If the contract is made via the online shop, no offer is done and the terms and conditions of HADI GmbH Industrievertretungen apply through the conclusion of the contract. Deviating contractual and business conditions of the buyer are not valid. The sales conditions also apply to all future contracts, even if they are not expressly agreed again. The recognition of the contract and terms and conditions of the buyer require an express written consent by "HADI GmbH Industrievertretungen".

§ 2 Conclusion of contract

The buyer's order is a binding offer. We are free to accept this offer within two weeks by sending an order confirmation on the basis of our terms of sale or to send the ordered goods within this period. Agreements that deviate from our conditions must be confirmed in writing on the order confirmation in order to become valid. Otherwise, the buyer must object to our order confirmation within two working days.

§ 3 Terms of Payment

Unless otherwise stipulated in the order confirmation, our prices apply net ex works (EXW) plus the applicable sales tax and the costs for transport and handling. The invoices are due within ten days of the invoice date without deduction. The payment methods invoice, prepayment and PayPal are available for online shop customers. The payment methods offered may vary after checking your personal data. If the buyer is in default of payment, we are entitled to claim default interest at a rate of 6% above the base rate according to § 1 of the discount rate transition law. The assertion of a higher damage caused by default remains reserved. In the case of contracts with an agreed delivery time of more than four months, we are entitled to adjust the prices according to cost increases that have occurred in the meantime due to a general wage increase or due to material price increases. If the resulting increase is more than 5% of the agreed price, the customer has a right of termination. The termination must be made in writing within ten days of the notification of the price adjustment. The timeliness of the termination depends on the receipt by the seller. A set-off by the customer against our claims is only permitted if the counterclaims have been legally established or recognized by us.

§ 4 Retention of title

We retain ownership of the delivery item until our claims from the entire business relationship have been settled in full. The buyer is obliged to notify any seizures or other interventions by third parties on the purchased item immediately. Any processing or transformation of the delivery item by the buyer is always carried out for us. If the delivery item is processed or mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the delivery item to the other processed or mixed items at the time of processing or mixing. If the buyer's item is to be regarded as the main item after processing or mixing, the buyer must transfer proportional co-ownership of the new item to us. The buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. The buyer already now assigns to us the claim against the purchaser of the goods subject to retention of title resulting from the resale. We undertake to release the securities to which we are entitled at the request of the customer to the extent that the value of the securities exceeds the claims to be secured by more than 20%, not just for a short time.

§ 5 Delivery time

The delivery times given are not binding. The delivery time begins with the dispatch of the order confirmation, but not before the purchaser has provided any documents, permits and releases that may have to be obtained from the buyer, and before receipt of an agreed down payment. The delivery period is deemed to have been met if readiness for dispatch has been notified by the time it expires or the delivery item has left the factory. The delivery period is extended in the event of industrial action, in particular strikes and lockouts as well as in the event of unforeseen obstacles that are beyond our control, e.g. Operational disruptions, delays in the delivery of essential materials, insofar as such obstacles can be shown to have a significant influence on the delivery of the delivery item. This also applies if the circumstances arise in the event of under-delivery. The delivery period is extended according to the duration of such measures and obstacles. Partial deliveries are permitted within the delivery times specified by us, provided that this does not result in any disadvantages for use. If a binding delivery time has been agreed and we are in default of delivery, claims for damages only exist if the delay is due to intent or gross negligence.

§ 6 Cancellation costs

If the buyer withdraws from an order placed without authorization, we can claim 15% of the sales price for the costs incurred in processing the order and for lost profit, without prejudice to the possibility of claiming higher damage. The buyer reserves the right to provide evidence of lower damage.

§ 7 Packaging, shipping and surcharge for small quantities

Packaging becomes the property of the customer. Postage and packaging expenses will be charged by us. The choice of transport is at our discretion. Shipping costs are not included in the price, but are based on the separate information on shipping costs listed in connection with the items. The shipping costs via the online shop within Germany for standard shipping (delivery takes place within 2 to 3 working days) are EUR 9.80 plus statutory VAT. From an online order value of EUR 500.00 (net, excluding shipping costs), we deliver free of charge. The minimum order value for orders in our shop is 35 €. For small orders below the minimum order value, we charge a minimum quantity surcharge in the amount of the difference to the minimum order value.

§ 8 Acceptance and Transfer of Risk

The buyer is obliged to accept the delivery item. Unless otherwise agreed, the delivery takes place ex works. The buyer is entitled to check the delivery item within five days of receipt of the notification of readiness or other notification of completion at the handover location. The buyer is obliged to accept the delivery item within the same period, unless he is temporarily prevented from accepting through no fault of his own. If the buyer deliberately or grossly negligently delays the acceptance of the object of purchase for more than five days after receipt of the notification of readiness or other notification, we are entitled to withdraw from the contract after setting a grace period of another five days and to demand compensation for non-performance. There is no need to set a grace period if the buyer seriously or finally refuses acceptance or is obviously unable to pay the purchase price within this period. The risk is transferred to the buyer upon acceptance of the delivery item. If the buyer declares that he will not accept the delivery item, the risk of accidental loss or accidental deterioration of the delivery item passes to the buyer at the time of refusal.

§ 9 Warranty

The buyer is obliged to check the delivery item for any defects immediately upon receipt. Any claim must be communicated immediately in writing. If there is a defect in the delivery item, we are entitled, at our option, to either remedy the defect or make a replacement delivery. In the event of a defect being rectified, we are obliged to bear all expenses such as transport and material costs ourselves, provided that the costs are not increased by the fact that the purchased item has been moved to a location other than the place of performance. Withdrawal from the contract or a reduction in the purchase price can only take place if the attempt to remedy the defect fails or we are not ready to remedy the defect or deliver a replacement within a reasonable period. Any claim beyond the sales price is excluded. Any further claims by the buyer, in particular claims for damages for loss of production, loss of profit or any other indirect loss, are excluded. A guarantee is excluded if the delivery item has been changed by the buyer without our written approval, if the damage occurred due to a lack of maintenance, if the application specifications in our technical documentation were not complied with. Normal wear and tear are excluded from the guarantee in any case. The warranty period between full merchants is 12 months from handover of the delivery item.

§ 10 Liability from offense

Claims for damages from tort are excluded, unless the damage was caused intentionally or through gross negligence. This also applies to the actions of our vicarious agents.

§ 11 Place of Performance

The place of performance is the seller's place of business. Our place of business is agreed as the place of jurisdiction for commercial transactions. German law applies exclusively to all contracts concluded with us, to the exclusion of the laws on the international purchase of movable property, even if the buyer is based abroad.

§ 12 Miscellaneous

The transfer of rights and obligations of the buyer from the contract concluded with us require our written consent to be effective. If a provision of these terms and conditions is void, general German law applies to this provision. The validity of the other provisions remains unaffected.