

1. General

1.1 The following regulations apply to all orders (deliveries) between us and the respective customer, regardless of whether the customer is a consumer or an entrepreneur.

1.2 A consumer is a person who concludes a legal transaction for purposes that serve his business or that is attributable to the consumer's self-employed activity. Any deviating general terms and conditions of the consumer or other deviating conditions of the consumer are neither recognized nor are they part of the contract; these are expressly contradicted.

2 Offers

2.1 Our offers are subject to change and non-binding. Declarations of acceptance and all orders require our written or telex confirmation to be effective. The same applies to additions, changes and side agreements that were made before or when the contract was concluded.

2.2 Our employees are not authorized to make verbal subsidiary agreements or to give verbal assurances that go beyond the content of the written contract. Any agreements must therefore always be clarified in advance in writing.

2.3 Sample deliveries: Each customer can order up to 3 samples once free of charge. We charge 2.00 euros for each additional sample.

Our samples are color samples from our sample warehouse, which may differ slightly in color from the goods in stock.

3. Prices

3.1 Unless otherwise stated, our prices on the website are in euros ex warehouse / factory including the applicable VAT and plus any freight and packaging costs that may be required.

3.2 In the case of goods that we ourselves obtain from third parties, we may increase the prices appropriately if and to the extent that we ourselves are burdened with considerable increases in costs from the time the order is placed by the supplier.

4. Scope of delivery / assurances etc.

4.1 Information on dimensions, weight, color, material, equipment and the like are only approximate unless they are expressly guaranteed as binding in the order confirmation. Customary color deviations in the structure of the goods between samples and between individual deliveries and the delivered goods are unavoidable and do not constitute a defect.

4.2 Custom-made products are made according to the drawings and dimensions provided by the customer. He is solely responsible for the correctness of the given data.

4.3 When ordering by the meter between 1 m and 5 m, it will be sent in one piece. Orders longer than 5 m can be split into pieces. This does not apply to carpets up to 20 m in length.

4.4 A return of the custom-made product, special orders and tailored goods is excluded insofar as the ordered goods do not correspond to the customer's specifications (size, etc.). If the goods therefore correspond to the customer's specifications, a complaint cannot be based on this. Furthermore, goods are not excluded from taking back goods that do not correspond to the quality that has been guaranteed or that is usually accepted and expected.

5. Delivery / transfer of risk / reversal

5.1 Unless otherwise agreed, delivery dates are non-binding and can only be regarded as approximate.

5.2 Delivery takes place at the expense and risk of the customer. The goods are only insured upon express request at the customer's expense. This also applies in any case if carriage paid delivery has been agreed.

5.3 Packaging takes place at cost price and is not taken back. We are connected to the dual system.

5.4 If the consignments are not accepted, the customer bears the costs incurred as a result.

5.5 Returns will not be accepted without our prior agreement and consent. This does not apply to returns due to the cancellation of the order.

5.6 By handing over the order to the respective means of transport / transport company, we have fulfilled our contractual service. The risk of accidental loss of the goods or any deterioration is therefore transferred to the customer from the time the goods are handed over to the means of transport / the transport company. However, the customer is free to prove to us that any damage to the goods is due to improper packaging.

5.7 Any guaranteed delivery times are extended in the event of unavailability, force majeure, for example in the event of fires, strikes or government imports or export restrictions. In this case, we are entitled to withdraw from the unfulfilled contract in whole

or in part if and to the extent that delivery is not possible for us due to unavailability, fires, strikes or government imports or export restrictions. In addition, deliveries are processed promptly in accordance with the order status and availability.

6. Payment terms

6.1 Unless otherwise agreed, new customers are required to pay in advance. The advance payment requirement also applies to existing customers, unless something else has been agreed with the existing customer in the context of the respective order.

6.2 At the time of the binding order and confirmation by us, an invoice will be sent to the customer for payment in advance. At this point in time, we are already preparing to ship the ordered goods.

6.3 If the customer is in arrears with a due payment, no further deliveries will be made, unless against advance payment.

6.4 If the customer is in arrears with his payment, we reserve the right to cancel the contract and / or to claim any costs of provision from the customer. This applies in particular to orders that are produced separately here and processed specifically at the customer's request.

6.5 In the event of default in payment, interest in the amount of the respective bank rates, but at least the statutory default interest, will be charged.

7. Retention of Title

7.1 We retain ownership of all goods delivered by us until payment has been made in full, unless prepayment has been made in accordance with the contract.

7.2 The customer must notify us immediately of any seizure of the goods in the event of a possible advance payment by us.

7.3 As long as the retention of title exists, resale is only permitted in the ordinary course of business. The customer assigns his claims from the sale of the goods purchased under retention of title to us in the amount that corresponds to the value as shown on the invoice. The same applies to the buyer from destruction or damage to the reserved goods in the event of an insurance claim.

8. Warranty / revocation

8.1 The delivered goods (also in the case of partial deliveries) must be examined immediately. It is deemed to be in accordance with the contract if and to the extent that recognizable defects are not reported to us in writing at the latest 5 working days after delivery or hidden defects are not reported to us in writing within a period of 5 working days immediately after their discovery.

8.2 In the event of an acknowledged complaint, we shall, at our option, provide a guarantee by repairing the item or delivering a replacement within a reasonable period of time. If this fails twice, the customer can choose to either lower the price or cancel the contract. If the goods are further processed or resold in spite of recognizable defects, any claim to warranty or liability against us expires.

8.3 The partial removal of individual products (in the case of containers, etc.) by the customer is deemed to be the approval of the entire delivery of this product (containers, etc.)

8.4 Reasonable deviations in size and strength as well as in the delivered quantities do not entitle to notices of defects and claims. Charged will be the amount sent.

8.5 In the case of a delivery of a set of goods, any revocation in case of doubt relates to the goods to be complained about and not to the entire delivery. Partial withdrawal or partial revocation are permitted.

9. Data protection

9.1 The customer agrees that his personal data provided to us in the context of the business relationship will be stored and processed in our EDP.

10. Applicable law, place of jurisdiction

10.1 The law of the Federal Republic of Germany applies to the legal relationship between the customer and us. The applicability of the international sales law is excluded.

10.2 The place of jurisdiction for all legal disputes arising from business relationships is Oranienburg for merchants

11. Partial ineffectiveness etc.

11.1 Should individual provisions of these general terms and conditions be or become ineffective, the remaining provisions shall not be affected in their effectiveness.

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