

Terms of sale and delivery

1. Our offers are not-binding. With acceptance of the offers our general terms of sale are accepted by the buyer, also for all business in the future. Different phrased so called terms of purchase are excluded thereby, also without special appeal.
2. The prices are not packed from stock and/or from supplier respectively. If wages or material costs increases after making the quotation, then we are authorized to compute the valid prices from the day of supply.
3. With incoming of the written or verbal order the buyer is bound to his contract offer. Complete or partial impossibility of the supply or aggravation of the same authorized us for the appropriate extension of the delivery time or for complete or partial cancellation from the contract. Compensation requirements because of delay or default are excluded. The cancellation of the buyer is acceptable, if us a blame can be detected or was accepted by us and an additional delivery time of 4 weeks effectless ran off.
The supply takes place starting ex house on invoice and also by post-free delivery on risk of the receiver, included risk of freeze. In certain cases we reserve ourselves, to insure shipments account of customer. If this is not expressly wished, it must be communicated with the order.
4. By orders of unknown companies and by small orders cash on delivery supply is allowed. By excess of the agreed date of payment all, also the deferred, unpaid invoice amounts are immediately payable. The payback of payments already made, because of set-off not yet validly determine compensation or other counterclaims, also in the way of process-related exceptions, are excluded. Payments by bill of exchange or cheque are credited only after receipt the amounts in cash. For payments by bill of exchange no payment discount will be granted. The costs connected with discounting and paying is going debited to the buyer.
5. The commodity remains up to the complete payment our property. In case of resale you are engaged to refer the reseller on our reservation of proprietary rights so that an acquisition in good faith does not take place by third (§ 932 ff BGB) and our reservation of proprietary rights also become operative opposite to the buyer. A transfer by way of security or a pledge may not be made therefore by you.
In case of resale by cash payment the receipt steps directly to the place of the commodity, i.e. it becomes our property, without a property for you is justified. The transfer is replaced by the fact that you own the money as safekeeper (§§ 929, 93 c in connection with § 868 BGB). The receipt is therefore kept separately. In case of mixture (§§ 947, 948 BGB) obligation of compensation occurs and in case of otherwise consumption is a criminal offense available subject to defalcation and/or unfaithfulness. In case of resale without cash payment applies the claim of the purchase price against third with the emergence as at us assigned. The third-buyer is to be referred on our reservation of proprietary rights and/or the assignation of the claim of the purchase price to us. On demand name and address as well as the amount of the claim opposite to the garnishee must be communicated to us. If the third-buyer is behind schedule with the payment opposite to you, then it requires no pledge through us after previous one to the collection of the claim opposite to third.
With regard to the agreed provisos you are bound in case of pledge through third, unless a pledge of the commodity, of the receipt or of the claim opposite to third-buyer you have to make a message immediately so that we can intervene against the pledge subject to § 771 ZPO.
6. The buyer has to submit notices of defect in writing within 8 days after receipt of the commodity at the place of destination. Defects, which cannot developed with most careful examination within this period, are immediately censured after developing under immediate attitude of any adaptation but not later than 6 weeks after receipt of the commodity. Faulty commodity is taken back and will be replaced with faultless commodity. It is abandoned to us in suitable case to credit the less value. Other claims are excluded. For damages and losses, which occurs from processing or any otherwise use of complained commodity we don't emerge in no case. The requirement for defects prescribes at the latest one month after rejection of the notice of defect in writing through us.
7. Products for cellar treatment of mashes, musts, juices, wines, spirits are defined for the immediate use. It is incumbent on the buyer to determine by preliminary tests its usefulness and harmlessness before each application. Reagents for analysis equipments are carefully made. The variety and variability of the influences after their delivery first of all after advent of the tanks make a general and special guarantee impossible. Our details to the chemical stability of filling tanks, equipments and hoses have an informational, not an authoritative character.
8. As far as the use or storage our products are subject legal regulations it is incumbent on the buyer, to examine and discharge them responsible the range of application of such regulations.
9. Place of performance and jurisdiction is Schwäbisch Hall.