

Terms of delivery and payment for what if we fly Shop

General information

The following terms and conditions shall apply exclusively and shall be accepted at the latest upon acceptance of the 1st delivery. Verbal agreements are only effective with our written confirmation. We are entitled to involve subcontractors.

Offers, Prices

Our offers are binding for 4 weeks. Immediately after sending his order, the customer receives an automatically sent e-mail confirmation from us, this e-mail confirmation represents a pure confirmation of receipt. This confirmation of receipt does not constitute a contract. The purchase contract is only concluded with the dispatch of an order confirmation or with the delivery of the goods. The prices apply upon receipt of the order. In case of an agreed delivery time of more than 4 months, the prices valid at the time of delivery shall apply. If the order is cancelled, the costs incurred up to that point will be charged. Quantity discounts apply per article and order. The prices do not include statutory VAT.

Delivery

Delivery is made carriage forward ex works Ebern at the risk of the recipient. Our parcel delivery takes place within Germany at the weight-dependent shipping flat rate. For deliveries abroad we charge the shipping costs according to expenditure. The dispatch as express, scheduled goods, air freight or similar is only carried out at the express request of the customer and at his expense. All articles are supplied in principle only in original packing units. In the case of custom-made products, excess or short deliveries of $\pm 10\%$ shall be deemed accepted. Correction proofs must be checked by the customer and declared ready for printing. We shall not be liable for errors overlooked by him. Our dispatch date shall be stated as delivery date ex works. In the event of subsequent changes or additions requested by the purchaser, the delivery period shall be extended accordingly. The delivery period shall be interrupted for the duration of the correction check by the customer. In the event of delay in delivery, we shall be granted a reasonable grace period. We shall not be in default of delivery in the event of force majeure; the purchaser shall not be in default of acceptance in the event of force majeure. We cannot be held liable for any damage caused by delay in delivery. Unless otherwise requested, we shall insure the goods against loss or damage during transport until they are taken over by the customer or his agent, charging the fee (3.5 % of the value of the goods or VAT). Transport damages will only be accepted if the damage is noted by the shipping company upon delivery. If acceptance has been agreed, this shall be deemed completed 6 weeks after delivery if it is delayed for reasons for which we are not responsible.

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Payment

Our payment methods are PayPal, instant bank transfer and invoice. Invoices for goods must be paid net within 10 days of the invoice date (= day of dispatch). The receipt of money on our account counts as payment. In the event of late payment, we can charge default interest of at least 8% above the base interest rate* of the Deutsche Bundesbank. Reductions in charges result from our current framework and condition agreements. (*from 1.1.2002 according to § 247 BGB).

Retention of title

All delivered goods remain our property until full payment of all our claims. Pledging or transfer by way of security of goods subject to retention of title is prohibited. The buyer must inform us immediately of any seizure or other impairment of our property. In the event of resale, the buyer assigns his claim against the new buyer to us. These terms and conditions shall apply exclusively to our deliveries. The customer's terms and conditions shall only apply if we have expressly agreed to them in writing.

Notification of defects and liability

Complaints must be made within 1 week after receipt of the goods by sending the delivery note. We have the right to repair, reduction or replacement. Replacement deliveries and credit notes shall only be made after free return at the risk of the sender to our plant in Ebern and after inspection of incoming goods. All other claims, in particular claims for damages, are excluded. The statutory periods for verifiable defects shall apply. Deviations in quality and colour cannot be objected to as far as they are permissible according to the delivery conditions of the responsible associations. Goods returned without justified complaints will only be accepted with our prior consent and free delivery to our plant in Ebern. We reserve the right to deduct our costs from the credit note.

Industrial property rights

All copyrights, in particular the right to reproduce our designs, remain with us. Printing templates, printing media and tools remain our property, even if they are invoiced proportionately by us. If an order is placed with the customer's own artwork or drawing, the customer shall assume responsibility for ensuring that the industrial property rights of third parties are not infringed. We are entitled to affix our company logo to the products in the form customary in the industry.

Data protection

We are entitled to store and use the personal data about the purchaser received in connection with the business relationship in accordance with the Federal Data Protection Act.

Place of Performance and Jurisdiction

Place of performance and jurisdiction for the purchase contract and arising bill liabilities is Ebern. For the dunning procedure the jurisdiction of the local court Ebern is also agreed upon.

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District Court Bamberg HRB 5672
Company head office Ebern, Germany

Executive Board: Georg Jahn
Board of Directors: Manfred Happ (Chairman), Iris Merget, Herbert Elflein

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