

General Terms and Conditions of Sale

1. Application

The following terms and conditions of sale shall apply exclusively for all contracts of Hänsch Warnsysteme GmbH that are not concluded via our Online-Shop. Differing or contrary terms shall not apply except if expressly agreed upon in writing. These term and conditions of sale also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

2. Contracting Party

Contracting Party of agreements under these terms and conditions is:

Hänsch Warnsysteme GmbH
Schützenstraße 21
49770 Herzlake
Germany
Telefon: +49 5962 9360 - 0
Telefax: +49 5962 9360 - 24
E-Mail: info@fg-haensch.de

3. Offer and conclusion of contract

3.1. Insofar as the order constitutes an offer within meaning of § 145 BGB we are entitled to accept the offer within 2 weeks.

3.2. We reserve ownership and copyrights on illustrations, drawings, calculations and other documents. Access to these documents may not be made available to third. This applies in particular to written documents that are labeled as „confidential“. These documents may only be made available to third with our prior written consent.

4. Prices, Payment

4.1. Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.

4.2. The purchase price is due and payable within 30 days from the date of invoice.

4.3. In case of exertion of withdrawal-rights by a consumer according to Nr. 5 of this terms and conditions, the consumer will have to bear the direct cost of returning the goods.

4.4. The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

5. Right of Withdrawal for consumers

5.1. The following terms only apply in case of a contract that is concluded via distant selling or outside of business premises with consumers (§ 13 BGB).

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Hänsch Warnsysteme GmbH, Schützenstraße 21-25, 49770 Herzlake, Germany, Tel.: +49 5962 – 93600, Fax: +49 5962 – 9360 24, E-Mail: info@fg-haensch.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

5.2. The right of withdrawal does not apply in case of delivery of goods that are fabricated according to individual customer specifications.

5.3. In case of withdrawal please call us to announce your reshipment under +49 (0)5962 – 9360 0. This will enable us to execute your reshipment instantly and unobstructed. Please notice, that your prior call is not a requirement for the effective exercise of the right of withdrawal.

6. Delivery

6.1. Delivery is conditioned upon timely and proper performance of all duties of the purchaser, in particular the clarification of technical specifications.

6.2. In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss and damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.

7. Passing of Risk, Shipment

7.1. If the purchaser is consumer (§ 13 BGB) we bear the risk of shipment.

7.2. If the purchaser is concluding the contract in execution of his business the risk of loss and damage to the goods passes to the purchaser upon dispatch.

8. Retention of Title

8.1 We retain title to the goods until receipt of all payment in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods. By taking possession of the goods we do not declare withdrawal from the contract unless we expressly state this in writing. The seizure of goods by us always constitutes a withdrawal from the contract. We are entitled to commercialize the goods; the proceeds shall be credited to the purchaser's liability less the reasonable costs.

8.2. The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.

8.3. As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances. In case the third person is not capable to compensate our costs (in particular costs of any legal action) the purchaser is liable for these costs.

8.4. If the purchaser is concluding the contract in execution of his business he may resell goods subject to the above mentioned title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payment.

8.5. The processing or transformation of the goods by the purchaser is in any case executed for us. The expectant right of the purchaser to the goods extends on the processed or transformed goods. If the goods are processed with other items or estate not belonging to us, we shall acquire joint ownership of the new item in proportion of the objective value of our goods to the other processed items at the time of processing. The same conditions apply to the item created by transformation of our goods as for the goods delivered under retention of title.

9. Warranty

9.1. If the purchaser is concluding the contract in execution of his business warranty claims shall be time-barred after 12 month of the passage of risk for new goods; the purchase of used goods to this customers is effective under exclusion of any liability for defects.

9.2. Further claims remain unaffected, as far as we are liable due to applicable law or individual agreement, in particular in case of assumption of a guarantee.

9.3. Beyond that the statutory regulations of warranty apply.

10. Liability

10.1. In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.

10.2 Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.

10.3. As far as we expressly have granted a guarantee for quality and/or durability of goods or single parts of the goods we shall be liable under this guarantee. For damages based on the lack of guaranteed quality or durability we are only liable if the risk of such damage is clearly covered by the granted guarantee.

10.4. Any liability not expressly provided for above shall be disclaimed.

11. Applicable Law, Jurisdiction

11.1. If the purchaser is concluding the contract in execution of his business the place of performance and exclusive place of jurisdiction for all disputes arising out of the connection with this contract shall be Lingen (Ems), Germany. This jurisdiction agreement shall also apply if the purchaser has no official location in Germany. Notwithstanding we are entitled to sue the purchaser at his local court.

11.2. This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

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