General Terms and Conditions

General Delivery and Sales Conditions

§ 1 General – Scope of Application

Our terms and conditions apply to all current and future business relationships with entrepreneurs within the meaning of § 14 BGB, i.e., with natural or legal persons or legally capable partnerships acting in the exercise of a commercial or independent professional activity (hereinafter referred to as "the Customer"). Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed upon in writing.

§ 2 Conclusion of Contract

1. Our offers are non-binding. The documents associated with our offer, such as illustrations, drawings, weight and size information, are only approximately binding unless they are explicitly stated to be binding; technical changes as well as changes in shape, color, and/or weight are reserved within reasonable limits

2. By ordering a product, which must be done in writing, the customer makes a binding declaration that they want to purchase the ordered product. We are entitled to accept the contract offer contained in the order within two weeks of receiving it. Acceptance can be communicated either in writing or by delivering the product to the customer.

3. The conclusion of the contract is subject to the condition that our suppliers provide the goods correctly and on time. This only applies if the non-delivery is not our fault, especially in the case of purchasing from our supplier to cover our order. The customer will be informed immediately if the product is unavailable. Any payment made will be refunded immediately.

4. If the subject of the contract is imported goods, the conclusion of the contract is subject to the granting of any necessary import and export licenses. Unforeseen price increases due to shortages of raw materials or accessories, or as a result of changes in currency parities, entitle us to request negotiations regarding a renegotiation of the price.

§ 3 Delivery

1. Compliance with our delivery obligation is contingent upon the timely and proper fulfillment of the customer's obligations. The commencement of the delivery period specified by us requires the clarification of all technical questions. The delivery period must be specified in writing and is to be considered approximate. It begins with the dispatch of the order confirmation, but not before the provision of documents, approvals, and authorizations to be obtained by the customer, as well as before receipt of any agreed advance payment.

2. The delivery period is met if, by its expiration, the item to be delivered has left the factory or readiness for shipment has been communicated. The delivery period shall be extended appropriately in the event of actions within the framework of labor disputes as well as in the occurrence of unforeseen obstacles beyond our control, insofar as such obstacles demonstrably have a significant impact on the completion or delivery of the item to be delivered, even if the circumstances occur at subcontractors. The aforementioned circumstances shall not be attributable to us even if they arise during an existing delay.

3. Provided that we expressly commit to binding fixed dates in writing and are responsible for their non-compliance or are in default, the customer is entitled to compensation for delay, but not exceeding 0.5% of the invoice value of the deliveries and services affected by the delay for each completed week of delay, up to a maximum of 5% in total. Claims beyond this, in particular claims for damages, are excluded, unless intent or gross negligence can be attributed to us.

4. Deviations in dimensions, content, weights, and shades due to manufacturing are permissible within the scope of customary trade practice (mass production) and are in accordance with the contract; the same applies to deviations resulting from technological progress and the corresponding development of the product.

5. For custom-made products, over- or under-deliveries of up to 10% of the order quantity are permissible. If a stricter limit is to be applied, a separate written agreement must be concluded.

6. In the event of the customer's default of acceptance, we will charge storage costs incurred from the time the goods are ready for dispatch; the goods may also be stored elsewhere at the customer's expense.

7. We are entitled to make partial deliveries and may invoice these separately.

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§ 4 Remuneration

1. The offered purchase price is binding for the agreed delivery period, but for at least one month, and shall apply, unless otherwise agreed, ex works including loading at the works, but excluding packaging. Value-added tax at the applicable statutory rate shall be added to the prices. If delivery is to take place more than one month after the conclusion of the contract, we shall be entitled, in the event of price increases by upstream suppliers or unexpected rises in labor and transport costs, to request negotiations for a renegotiation of the price.

2. In the absence of any special agreement, we grant a 2% cash discount on the gross invoice amount if payment is made within 10 days of the invoice date; otherwise, our invoices are due for payment within 30 days of the invoice date. For orders with a merchandise value of less than 100 EUR, we charge a minimum quantity surcharge of 10 EUR.

3. In case of default, the customer shall pay interest on the monetary debt at a rate of 8% above the base interest rate. We reserve the right to prove and assert higher default damages.

4. The customer has the right to offset only if their counterclaims have been legally established or have been recognized by us. The customer may exercise a right of retention only if their counterclaim is based on the same contractual relationship.

5. Payments may only be made to our employees if they present a collection authorization.

§ 5 Retention of Title

1. We reserve ownership of the goods until full settlement of all claims arising from an ongoing business relationship.

2. The customer is obliged to treat the goods with care and to inform us immediately of any third-party access to the goods, for example in the event of seizure, as well as any damage to or destruction of the goods. The customer must also notify us immediately of any change in possession of the goods or of their own place of residence.

3. We are entitled, in the event of the customer's breach of contract, in particular in case of late payment or violation of an obligation under section 2 of this provision, to withdraw from the contract and to demand the return of the goods.

4. The customer is entitled to resell the goods in the ordinary course of business. He already now assigns to us all claims in the amount of the invoice that arise for him from the resale against a third party. We accept the assignment. After the assignment, the customer is authorized to collect the claim. We reserve the right to collect the claim ourselves as soon as the customer does not properly fulfill his payment obligations and falls into arrears.

5. The processing and handling of the goods by the customer is always carried out in the name and on behalf of us. If processing is carried out with items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the goods delivered by us relative to the other processed items. The same applies if the goods are mixed with other items not belonging to us.

6. We commit to releasing the securities to which we are entitled at the customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 20%; the selection of the securities to be released is at our discretion.

§ 6 Transfer of Risk

Unless otherwise specified in the order confirmation, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery, or in the case of a contract for the sale of goods by dispatch, upon handover of the item to the carrier, freight forwarder, or any other person or institution designated to carry out the shipment, even if partial deliveries are made or we have undertaken other services, e.g., shipping costs or transport. Delivery shall be deemed equivalent if the customer is in default of acceptance.

§ 7 Warranty

1. We shall initially provide warranty for defects in the goods at our discretion either by repair or replacement delivery. All those parts that prove to be unusable or significantly impaired in their usability due to a circumstance existing before the transfer of risk shall be repaired or replaced free of charge at our reasonable discretion. Replaced parts shall become our property.

2. If the subsequent performance fails, the customer may, in principle, demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal) at their discretion. However, in the case of only minor contractual non-compliance, particularly in the case of only minor defects, the customer shall have no right of withdrawal.

3. The customer must notify us of obvious defects in writing within a period of two weeks from receipt of the goods; otherwise, the assertion of a warranty claim is excluded. Timely dispatch is sufficient to meet the deadline. The customer bears the full burden of proof for all claim requirements, in particular for the defect itself, for the time of detection of the defect, and for the timeliness of the defect notification.

4. If the customer chooses to withdraw from the contract due to a legal or material defect after unsuccessful subsequent performance, no claim for damages due to the defect shall be entitled.

If the customer claims damages after unsuccessful subsequent performance, the goods remain with the customer, if this is reasonable for them. The claim for damages is limited to the difference between the purchase price and the value of the defective item. This does not apply if we have caused the contractual breach fraudulently.

5. The warranty period is 24 months from the delivery of the goods. This does not apply if the customer has not reported the defect to us in a timely manner (see clause 3 of this provision). The 24-month warranty period also does not apply in cases of injury to life, body, or health resulting from an intentional or negligent breach of duty by WATEX or an intentional or negligent breach of duty by a legal representative or vicarious agent of WATEX. The 24-month warranty period also does not apply to other damages resulting from an intentional or grossly negligent breach of duty by WATEX or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of WATEX.

6. As the quality of the goods, only the product description shall generally be considered as agreed. Public statements, praise, or advertising shall not constitute contractual statements regarding the quality of the goods. No liability is assumed for damages arising from unsuitable or improper use, natural wear and tear, or faulty or negligent handling, unless they are due to our fault. Furthermore, within the scope of normal trade practices, no liability is assumed for only insignificant deviations from samples or previous deliveries in specific dimensions and weights, as well as in color.

7.In the legal sense, the customer does not receive any guarantees from us, unless otherwise agreed in writing.

§ 8 Limitations of Liability

1. In the case of slightly negligent breaches of duty, our liability is limited to the foreseeable, contract-typical, direct average damage based on the nature of the goods. This also applies in the case of slightly negligent breaches of duty by our legal representatives or vicarious agents. In the case of slightly negligent breaches of immaterial contractual obligations, we are not liable.

2. The aforementioned limitations of liability do not affect claims of the customer arising from product liability. Furthermore, the limitations of liability do not apply to bodily injury or health damage attributable to us or in the event of the customer's death.

3. Claims for damages by the customer due to a defect shall expire one year after delivery of the goods. This does not apply if we are guilty of fraudulent intent. This also does not apply to claims for damages due to injury to life, body, or health that are based on an intentional or negligent breach of duty by WATEX or an intentional or negligent breach of duty by a legal representative or vicarious agent of WATEX. This also does not apply to claims for damages due to other damages that are based on an intentional or grossly negligent breach of duty by WATEX or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of WATEX.

§ 9 Final Provisions

1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Sales Convention do not apply.

2. If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office. The same shall apply if the customer has no general place of jurisdiction in Germany or if their residence or habitual abode is unknown at the time of filing the lawsuit.

3. Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected thereby.