

I. General information

1. The deliveries of puris are exclusively carried out based upon the following terms and conditions. We do not recognise contradictory terms and conditions of the orderer or terms and conditions which deviate from our Terms of Sale unless we explicitly approve their validity in writing. Our Terms of Sale shall also apply if we carry out the delivery to the orderer without reservation in the knowledge of contradictory terms and conditions of the orderer or terms and conditions which deviate from our Terms of Sale.
2. Our Terms of Sale shall also apply to all future business with the orderer.
3. Orders shall only have been accepted legally effective when they have been confirmed by puris in writing or the delivery has been made. Collateral agreements and/or amendments to the contract require a written confirmation.
4. The orderer may only assign claims against puris with the prior written consent of puris. Purchase price claims and other monetary claims are freely transferrable.

II. Offer

1. Offers shall principally be carried out without obligation.
2. If an order received by puris is not confirmed in writing or carried out within one month after its receipt the orderer is entitled to withdraw the order however without him being able to assert any claims for damages from this against puris unless puris is responsible for wilful intent or gross negligence. This shall also apply to the event that the supplier has received an order without submission of an offer.

III. Prices

All prices are deemed ex works plus the respective valid statutory VAT. This shall be invoiced separately. The price calculation will be based on the prices valid on the day of the order. If the delivery is carried out later than 2 months after the conclusion of the contract puris is entitled to charge the list prices applicable on the day of the delivery.

IV. Shipment

1. The shipment shall be carried out at the choice of puris, either by lorry, rail or post.
2. If the shipment is delayed owing to a circumstance for which the orderer is responsible or if the shipment is carried out at the orderer's request at a later date than the agreed delivery date then the risk shall pass to the orderer from the day of the notification of the readiness for shipment for the duration of the delay. puris undertakes at the request and costs of the orderer to obtain the insurances requested by the orderer.
3. Insofar as no deviating shipping terms and conditions have been agreed as per contract, the shipment of the goods to the orderer is insured by puris against damages in transit.
4. In order to regulate damages in transit it is necessary for the orderer (recipient) to arrange for a stocktaking in order to determine the scope of damages immediately together with an authorized agent of puris or of the transport entrepreneur. The orderer (recipient) has to inform itself about the respective provisions of the transporting company.
5. The shipment risk when the purchased object is taken back shall be borne by the orderer if the goods are not taken back owing to statutory or contractual obligations of puris.

V. Delivery

1. The delivery deadlines are oriented to the details of puris in the order confirmation and will begin to apply as soon as a final agreement exists in writing regarding the content and scope of the order between the orderer and puris.
2. The delivery deadline will have been adhered to:
 - a) with the day of delivery without installation if the goods have left the plant or warehouse within the deadline. If the shipment or the collection is delayed for reasons, for which puris is not responsible then the deadline shall be deemed as adhered to with the report of the readiness for shipment within the agreed deadline;
 - b) Delivery with installation if the installation of the goods has been carried out within the deadline.
3. If the adherence to the delivery time is not possible as a result of circumstances, which were not foreseeable by puris, such as e.g. natural disasters, war, civil commotion, sovereign interventions, energy shortage or lawful industrial dispute measures at puris or its component suppliers, then the delivery time will be extended by a reasonable extent. Should the impeding circumstances last for longer than 6 weeks puris and the orderer will be entitled to cancellation.
4. If puris is in default for reasons, for which puris is responsible then the liability for damages is excluded in the event of usual negligence.

5. If puris culpably does not adhere to an agreed term for other reasons than those in no. 3 the orderer is entitled to cancel the contract after setting a final written deadline of 4 weeks with the threat of rejection. The orderer shall only be entitled to claims for damages owing to non-fulfilment in the amount of the foreseeable damages if the default was due to wilful intent or gross negligence; incidentally the liability for damages is limited to 50% of the suffered damages.
6. The liability limitation according to No. 4 and No. 5 shall not apply if a commercial fixed deal was agreed: the same shall apply if the orderer can assert, owing to the default for which puris is responsible, that his interest in the fulfilment of the contract has lapsed.
7. If the orderer is in delay with acceptance or if he breaches his other obligations to provide assistance puris is entitled to request the suffered damages, including possible additional expenses.

VI. Terms of payment

1. The respective payment regulations stipulated in writing shall apply to all payments. Insofar as not otherwise agreed all payments are due by no later than immediately after the receipt of the invoice/delivery, are principally to be made by puris in cash and without any deduction free paying agent. At the choice of puris they can also be offset against other still outstanding receivables.
2. Cheques and after prior agreement bills of exchange can be accepted as conditional payment. Discount and collection expenses as well as interest are to be remunerated to puris immediately.
3. A right of retention of the orderer insofar as it is not based on the same contractual relationship as well as the offsetting against disputed claims or those which have not been declared final and binding is excluded. puris is entitled to avoid the exercising of the right of retention by provision of collateral – also by a bank guarantee.
4. If the orderer is in default with his payment obligation in full or in part then he has – irrespective of all other rights of puris – to pay interest on default from this time of 2% per annum above the respective bill of exchange discount rate. The orderer reserves the right to prove actually less damages due to default.
5. If the orderer suspends his payments, in case of over-indebtedness or if an application is filed for the opening of composition or bankruptcy proceedings or if he does not redeem due bills of exchange or cheques then the total claim will be due and payable immediately including bill of exchange claims. The same shall apply that puris is entitled to request at its choice advance payments or sufficient provision of security or to cancel the contract if the orderer is in default of payment and despite the setting of a reasonable final deadline, does not make any payment associated with a threat of rejection.
6. For the event that the buyer refuses to fulfil the purchase contract from the start, neither provides advance payment, nor security puris is entitled, without proving any damages, to request 20% of the purchase price as flat rate damages unless the orderer proves that puris suffered less damages. Payments can only be made with discharging effect to puris directly. Agents, travelling agents and motor vehicle drivers are not entitled to debt collection.

VII. Reservation of title

1. The goods shall remain the property of puris until the redemption of the underlying purchase price as well as all other liabilities of the orderer which are still outstanding from the business relationship (extended reservation of title and current account).
2. The orderer is entitled to resell or rent the reserved goods within the framework of a proper business operation. He hereby now already assigns to puris all claims until the redemption, and future claims to which he is entitled against his customers from such a resale and/or rental as a precautionary measure without this requiring subsequent special declarations, puris accepts this assignment hereby now already. If the reserved goods are resold or rented together with other objects without a unit price being agreed for the reserved goods, the orderer assigns to puris with priority with precedence over the other claim that part of the total price claim or the total rent, which corresponds with the value of the reserved goods invoiced by puris. puris also accepts this assignment hereby now already. Until revocation the orderer is authorized to collect the assigned claims from the resale, he is however not entitled to dispose over these in any other manner, e.g. by assignment. At the request of puris the orderer has to announce the assignment to the customer and to hand over the documents to puris that are necessary for the assertion of its rights against the customer, e.g. invoices, and provide the necessary information. All costs for the collection and possible interventions of third parties shall be borne by the orderer.
3. A pledge or assignment as collateral of the reserved goods or the assigned claims as well as factoring is not permitted.
4. If the orderer does not fulfil his payment obligation within 10 days after the maturity in full or in part, he shall not redeemed the due bills of exchange or cheques and if he does not pay despite a reminder of puris, combined with the setting of a final deadline and a threat of rejection, there is an over-indebtedness or suspension of payment or if an application has been filed for a settlement or bankruptcy puris is entitled to immediately take possession of all goods still existing under the reservation of title: puris can also assert the further residues from the reservation of title immediately. The orderer undertakes to procure the possession of the goods for puris. The orderer shall grant puris or its authorized agents access to all of his business premises during the business hours. The request of the hand-over or the taking possession shall not represent a cancellation of the contract. puris is entitled to sell the reserved goods with the due care and attention of an ordinary merchant and to satisfy its claims by offsetting against the outstanding claims from their proceeds.

5. The reservation of title shall also continue to exist if individual claims are included in current accounts by puris and the balance is drawn and is recognised by the orderer. puris is entitled to the reservation of title not only for the recognised and abstract closing balance, but also for the causal balance.

6. If the realisable value exceeds the security of the claims of puris against the orderer from the ongoing business relationship in total by more than 20% puris is obliged at the orderer's request to accordingly release collateral to which it is entitled at its choice.

7. In case of attachments or other interventions of third parties the orderer has to inform puris immediately in writing so that puris can file an action according to Section 771 ZPO [German Code of Civil Procedure]. Insofar as the third party is not in the position to reimburse us the court and out-of-court costs of an action according to Section 771 ZPO the orderer will be liable for the loss incurred to puris.

VIII. Warranty

1. puris shall provide warranty for material defects to the delivered goods as well as with the validity of contractually assured properties according to the following provisions:

a) The orderer has to report defects to puris immediately in writing, obvious defects as well as the absence of parts by no later than within 10 days after receipt of the goods.

b) The warranty obligation is limited at the choice of puris to subsequent improvement or substitute delivery.

c) The orderer has to give puris the opportunity and grant a reasonable period of time for the remedy of defects. If he refuses this, in particular also possibly necessary acts for assistance in the long-term and if it is impossible for puris hereby puris shall be released from the remedy of defects.

d) If the defects are not remedied after the granting of a reasonable period of time and/or if this is refused by puris and/or fails and/or if further attempts at subsequent improvement are no longer deemed reasonable for the orderer the orderer is entitled, at his choice, to request reduction in the purchase price or cancellation of the contract (redhibition).

e) The parts replaced in fulfilment of the warranty obligation shall pass to the property of puris when they are dismantled unless puris waives this in writing.

f) For subsequent improvement work and replacement parts puris shall be liable to the same extent as for the original object of delivery until the expiry of the warranty obligation applicable to the original object of delivery.

g) The warranty obligation shall not exist if the goods suffered due to improper treatment or storage and non-compliance with the puris care instructions or if changes or repairs are carried out on the goods without the written consent of puris.

h) Insofar as not otherwise derived below, further claims of the orderer – no matter for which legal grounds – are excluded. puris will not be liable for damages, which were not suffered to the object of delivery itself; in particular puris will not be liable for missed profit or other financial losses of the orderer.

i) The aforementioned release from liability shall not apply insofar as the cause of the damage was due to wilful intent or gross negligence, however the obligation for reimbursement is limited to the foreseeable damages. It shall further not apply if liability is mandatory owing to the absence of a warranted property.

j) Insofar as puris negligently breaches a cardinal obligation or an obligation that is essential for the contract the obligation for compensation of puris is limited to the foreseeable damages that are typical for the contract.

2. The warranty obligation is 6 months, beginning from the passing of risk. This deadline is a statute-of-limitations and shall also apply to claims for compensation of consequential damages from defects insofar as no claims are asserted from illicit act.

IX. Liability

1. Insofar as according to VIII. N. 1 h to No. 1 j our liability for damages is excluded or limited, this shall also apply to all other claims, including claims owing to fault with the conclusion of the contract, breach of secondary obligations, in particular for claims from producer liability according to Section 823 BGB [German Civil Code].

2. The regulation according to No. 1 shall not apply to claims according to Section 1, 4 German Product Liability Act as well as to cases of incapacity or impossibility.

3. The statute-of-limitations of claims between puris and the orderer is oriented to VIII. No. 2 insofar as no claims are in question from the product liability according to Sections 823 et seqq. BGB.

X. Liability of the orderer for the event that a claim is asserted against puris owing to non-fulfilment of provisions under value added tax law by the orderer, the orderer undertakes to compensate for all thus resulting financial disadvantages and/or damages.

XI. Data protection

Owing to the commencement of business carried out between puris and the orderer and delivery, the data, which are required for the business relationship, will be stored and processed by puris by using IT. The statutory provisions (Federal Data Protection Act) are complied with by puris.

XII. Place of performance and place of jurisdiction

1. The place of performance is Brilon.
2. The place of jurisdiction for all disputes, also for actions relating to hand-over, cheque and bills of exchange or other disputes arising from this legal relationship, irrespective of the amount of the value in dispute, is the County Court of jurisdiction for the registered seat of puris. Puris can however also bring the matter before the Regional Court of jurisdiction for Brilon.

XIII. Liability of the contract

Should individual regulations of these terms and conditions be invalid this shall have no effect on the validity of the other regulations as well as the legal validity of the contract itself.