

# GSG Baubeschläge GmbH Elsterwerda

Beschläge für Fenster, Türen und Tore  
Mehrfachverriegelungen  
Stanz-, Biege- und Fügeteile  
Kaltfließpreßteile



## Terms and Conditions of Sale and Delivery of GSG Baubeschläge GmbH Elsterwerda (hereinafter referred to as GSG)

### General information:

1. All contracts shall only apply in connection with the Terms and Conditions of Sale and Delivery. Any changes to the contract must be made in writing to be valid. We are bound to offers for 4 weeks.
2. from € 500,- GSG delivers domestically free to the customer's receiving station, additional costs for express goods and packages over standard package length (100 cm) shall be borne by the customer. Area freight (house freight) and cartage shall not be borne by GSG. GSG reserves the right to choose the shipping method for carriage paid deliveries. For deliveries with a net goods value of less than € 500, GSG will charge the packaging costs of GSG in addition to the shipping costs. For orders with a net value of less than € 100,- GSG charges a handling fee according to the effort involved.
3. we do not take back delivered goods, unless the delivered goods do not correspond to the ordered goods.
4. at the customer's request, we also deliver to the customer's end customers for a flat rate of € 5.11/shipment.
5. we reserve the right to make technical changes to our products and changes to our product range. All changes can be made without special notification.

### Delivery times:

1. The respective delivery dates are to be agreed in the contract.  
GSG is entitled to make partial deliveries. Excess or short deliveries of the agreed quantities customary in the industry are permissible. Events of force majeure (including strikes, lockouts and other circumstances) entitle GSG to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part.

### Loan packaging:

1. The returnable packaging supplied must be returned within the return period of 30 days at the buyer's expense. If the return period is exceeded, a contractual penalty of € 0.50/day shall be payable. The assertion of claims for damages remains unaffected by the aforementioned regulation.

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TÜVRheinland®  
**CERT**  
ISO 9001  
ISO/TS 16949



## Terms of payment::

1. GSG shall charge the prices agreed upon conclusion of the contract. If a significant change in our costs occurs after conclusion of the contract (e.g. by our suppliers), we are entitled to make an appropriate adjustment to our prices for such deliveries that are made later than 4 months after conclusion of the contract. If the price increases by more than 15% in such a case, this is justified. Unless otherwise confirmed in writing, invoices are payable net within 30 days of the invoice date. The statutory value added tax is not included in the prices quoted. Default interest in the amount of 2% above the respective discount rate of the European Central Bank shall be charged for the settlement of the payment terms granted to us by exceeding them.
2. If GSG becomes aware of circumstances that reduce the creditworthiness of the buyer, GSG is entitled to carry out outstanding deliveries only against advance payment.

## Place of fulfillment and jurisdiction:

1. The place of performance is the registered office of GSG for orders if the net value of the goods is less than € 500.
2. The national place of performance is the place of the recipient if the net value of the goods is from € 500.
3. The international place of performance is always the registered office of GSG.
4. The place of jurisdiction is the location of the registered office of GSG in all cases.

## Retention of title:

1. The goods delivered by us shall remain our property until all our current claims against the customer as well as future claims, insofar as they are connected with the delivered goods, have been fulfilled.
2. The customer is entitled to resell the goods in our ownership (goods subject to retention of title) in the ordinary course of business. However, he hereby assigns to us all claims arising from this resale, irrespective of whether the reserved goods are resold without or after processing or whether or not they are combined with real estate or movable property. If the reserved goods are resold after processing or together with other goods that do not belong to us, or if they are combined with real estate or movable property, the customer's claim against his customers shall be deemed assigned to us in the amount of the delivery price agreed between the customer and us for the reserved goods.

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3. The customer is authorized to collect this claim even after the assignment. Our authorization to collect the claim ourselves shall remain unaffected by this, but we undertake not to do so as long as the customer duly meets his payment obligations. If the customer makes use of the collection authorization, we shall be entitled to the collected proceeds in the amount of the delivery price agreed between the customer and us for the reserved goods.
4. Processing or transformation of the reserved goods shall be carried out for us as the manufacturer in accordance with § 950 BGB, without any obligation on our part.
5. If the goods owned by us are processed with other items, we shall acquire co-ownership of the new item in the ratio of the market value of our goods to the value of the other processed items at the time of processing. The customer shall store the new item for us free of charge with the care customary in the trade.
6. We undertake to release the securities to which we are entitled on request insofar as their value exceeds the claims to be secured by more than 20%, insofar as these have not yet been settled.
7. If we accept bills of exchange as a means of payment, our retention of title shall continue to exist until it has been established that we can no longer be held liable under these bills of exchange. Bills of exchange received by the customer on the basis of the assigned claim are hereby assigned to us and endorsed. The customer shall hold the endorsed bills of exchange for us.

## Notification of defects:

1. Complaints must be made in writing, enclosing the packing slip, within 14 days of receipt of the goods.
2. For recognizable and hidden defects or for the absence of warranted characteristics of our products, GSG shall only provide warranty in such a way that GSG shall, at its discretion, remedy defects by repair or replacement delivery. Further claims are excluded.

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## Severability clauses:

1. Should individual provisions of these terms and conditions be invalid in whole or in part, the remaining provisions shall remain in full force and effect.

2.-GSG's terms and conditions of sale and delivery shall also apply if the customer has communicated its own terms and conditions that deviate from those of GSG or if these are printed on the customer's documents, in particular order forms. Counter-confirmations of the purchaser with deviating conditions are hereby rejected.

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