

General Terms and Conditions

General Terms and Conditions of Trade

1. GENERAL

Our deliveries, performance and offers are made exclusively on the basis of these Terms and Conditions. They are valid for all future business relationships, even where they are not expressly agreed again. These Terms and Conditions are considered accepted at the latest on receipt of the goods or the performance. Orders or counter-confirmations or acknowledgements from the Purchaser referring to his own terms and conditions of trade or purchasing conditions are hereby contradicted. Deviations from our Terms and Conditions are only valid when they are confirmed in writing by Thonet GmbH (Thonet). Offers are subject to confirmation and are not binding. Declarations of acceptance and orders are only binding on Thonet in so far as they are confirmed in writing or are complied with through the dispatch of the goods. The same applies to supplements, agreements and subsidiary agreements. Drawings, illustrations, measurements and weights and other performance data are only binding where we agree them explicitly in writing. Alterations to the written form clause must similarly be made in writing.

2. PRICES

Failing special agreement the prices valid are our list prices valid on the date of delivery ex works or warehouse. Prices include the value added tax mentioned in the pricelist.

3. TRANSFER OF RISK, DISPATCH, FREIGHT

1. Shipping route and type of transport are chosen by Thonet. Delivery is made on principle to the Purchaser's warehouse address.
2. Risk passes to the Purchaser – including in the case of freight prepaid delivery or delivery franco domicile – as soon as the consignment has been given over to the person executing the transport or has left the seller's warehouse for the purpose of shipment.
3. Shipment is undertaken at the Purchaser's expense up to the value limit valid in each case. The goods remain uninsured. Insurance against losses will be taken out at the Purchaser's request and expense.

4. RETENTION OF TITLE

1. The delivered goods remain our property until the fulfilment of all claims due against the customer even when the purchase price for particularly designated claims has been paid. In the case of open accounts the reserved title to the delivered goods is security for our balance of account. The Purchaser is entitled to resell the reserved goods in the course of orderly business; he is however not entitled to pledge the goods or transfer title by way of security. In the case of resale of the reserved goods on credit, the Purchaser is obliged to secure our rights, in particular to disclose the ownership relationships to the reserved goods.
2. Processing of the delivered goods by the buyer is effected upon commission by Thonet: we always remain the proprietor of the goods created through the processing, which serve as proviso goods for securing our claims according to item 1. In the event that the reserved goods are processed with other goods that do not belong to us, we own the co-ownership share in the new goods according to the value of the reserved goods in relation to the remaining goods processed. Liability for defects that occur in the course of the processing of goods subject to retention of title is, however, excluded. The value of the proviso goods equals the invoice value calculated by Thonet. Where the Purchaser acquires sole ownership of the new item in terms of Sect. 947 Para. 2 BGB (German Civil Code), then it is agreed that he concedes joint ownership of the new item to us in relation to the value of the processed or combined or mixed reserved goods and that he holds it in safe custody for us free of charge.
3. In the event of resale in the course of orderly business, the Purchaser's claims against his customers from the resale and, in the case of sale on credit, the rights and claims against his customer under reservation of title are already hereby assigned to Thonet by the Purchaser irrespective of whether the goods are resold to one or more customers. The assignment of the claim is restricted in amount to the value of our claim arising from the delivery of the resold goods. Thonet accepts the assignment. If the reserved goods are resold together with other goods, regardless of whether after or without processing, combining or mixing, then the advance assignment agreed above is valid only to the amount of the value of the reserved goods which are resold together with other goods. Thonet undertakes to release the securities due to him under the above provisions on request in so far as their value exceeds the claims to be secured by 20%.
4. The Purchaser is empowered to collect for Thonet the assigned claims from the resale: our authority to collect remains thereby unaffected. If the goods under retention of title are sold for cash under insolvency proceedings, then the Purchaser has to transfer the proceeds to us without delay. The same applies to amounts which the reseller collects from his assigned claims for Thonet from his customers. If we so demand, the Purchaser has to advise us of the debtors of the assigned claims and to inform the debtors of the assignment. The Purchaser is further obliged: - to insure reserved goods adequately against fire, housebreaking and theft and water damage. (Insurance claims will be assigned as they arise to the amount of our claims from the delivery of the goods.) - to inform us immediately of measures of execution by third parties against the reserved goods or the claims assigned in advance, giving us the documents necessary for the intervention, and to take over the costs of any intervention: - to grant Thonet or its agent on demand access to the place where the goods are being stored.
5. In the case of insolvency proceedings, the reservation of title refers to all goods belonging to or in the bankrupt estate delivered by us, including those already paid for by the Purchaser until the fulfilment of all our claims. If the Purchaser discontinues his payments before he has paid Thonet for the goods that it has delivered, we have the right in accordance with Sections 47, 48 of the German Insolvency Statute (InsO) to recover these goods or to demand substitutional segregation as the case may be.

5. TERMS OF PAYMENT

1. Orders which exceed the usual scope of the business relationship require down payments or the provision of securities. Deductions of discount are only admissible in so far as no claims at all are in arrears. Repair and sundry supplies are payable immediately net. If the use of EDP means observing certain payment dates, the time limits for payments are to be agreed separately taking account of the said time allowed for payment.
2. The invoices will be dated as of the date of shipment.
3. In case of late payment, interest of 8% above the pertaining base rate will be charged as of due date. Rebates and other concessions will be granted on the basis that all our claims are met as agreed. We are therefore entitled, if the Purchaser defaults in payment, to revoke any rebates and other concessions.