

Delivery and service conditions of Busse Innovative Systeme GmbH

1. General conditions

The deliveries, services and offers of Busse Innovative Systeme GmbH are regulated on the basis of the following terms and conditions.

Consultations or proposed solutions are made free of charge to the best of our knowledge, but are not binding for us.

All deliveries come about only by written order confirmation.

Upon acceptance of the goods, the conditions are considered accepted.

Deviating terms and conditions are only effective upon written confirmation.

All deliveries require a solvency of the buyer.

If this is not the case after conclusion of the contract, the supplier is entitled to withdraw from the contract.

2. Quotations

Our offers are non-binding. Subject to prior sale. They only contain the services expressly listed in the offer and are in principle subject to construction, assembly and installation work, as well as the installation material or work to be performed by the client, which are not mentioned above.

The documents belonging to the offer, such as illustrations and drawings, are of an indicative nature and are not binding, unless expressly agreed.

When installed, the installed devices comply with the valid legal regulations on technical work equipment. If, as a result of legal changes, subsequent improvements occur after submission of the offer, the potential additional price must be borne by the customer.

The permits required to set up the facilities must always be obtained from the customer. Before commissioning, the manufacturer must be granted access to these documents.

3. Prices and terms of payment

The prices are ex works Leipzig excluding packaging, insurance, delivery and installation.

For delivery, transport insurance and assembly, flat-rate fees will be applied, which are shown in the offer.

The accounting takes place after written order. The down payment is due 7 days after placing the order and receipt of the invoice. The delivery can be made only after receipt of the deposit. The remaining 50% of the service price is due 7 days after delivery of the equipment.

4. Delivery times

Upon conclusion of the contract, the delivery and commissioning dates are bindingly agreed. Missing prerequisites for the installation of the system at the customer are necessarily to be reported to the supplier. Any additional expenses incurred in the event of missing prerequisites (additional access and / or additional work and materials) will be charged to the customer and paid for by him.

Unforeseen manufacturing problems which cannot be influenced by the manufacturer, e.g. failure of delivery services, breakdowns or other automatically extend the agreed dates.

5. Requirements for installation / commissioning

(Warranty by the customer)

All prerequisites for the assembly and commissioning of the products delivered by the manufacturer under the point "Services of the client" are to be provided by the customer (or by a qualified specialist company commissioned by him) in accordance with the specifications of the manufacturer. Missing prerequisites for the installation of the system at the customer are necessarily to be reported to the supplier. If there are no prerequisites, proceed according to point 4.

6. Retention of title

The goods remain the property of the manufacturer until all payment obligations of the buyer have been fulfilled. The customer is not entitled to pledge the goods. The customer may resell the goods only in accordance with the manufacturer.

7. Liability for defects and warranty

Our services are subject to the statutory warranty period of two years within The EU. For deliveries to other countries the warranty period is one year from delivery. The assurance of the quality and performance parameters, the validity of the operating permit and the warranty claims of the delivered plant engineering is bound to the conclusion of a maintenance contract with the supplier. Warranty is granted only for the assured use, which results from the supplied technical documentation. The assertion of further warranty claims as well as claims resulting from consequential damages - insofar as they are not based on gross negligence or intent - is excluded, as far as they do not relate to expenses that were directly required for the purpose of rectification.

Incorrect operation of the system technology as well as unauthorized changes invalidate the warranty. Technical modifications to the goods may only be made with the written consent of the manufacturer. These interventions may only be carried out by the manufacturer or a specialist company authorized by him.

8. Place of fulfillment

All legal relationships between customer and manufacturer are governed exclusively by the law of the Federal Republic of Germany. The place of jurisdiction is LG Leipzig, the place of jurisdiction for Busse IS GmbH.

Leipzig, 01/2019