

# General terms of business with the "Door man (Tormann)"

([www.ihr-tormann.de](http://www.ihr-tormann.de))

## § 1 scope

Offers, delivery and performances from the company "metal construction Fuhrmann Borstendorf" - following the "Tormann" named- occur exclusively by reason the hereinafter trade conditions, also then, if they can't again express concluded.

## § 2 offer/ consulting

All offers and consultations are open and not binding. Modifications and amendments as well others additional works are after placing of order only with a written order confirmation of the *Tormanns* valid. Each incoming request (requirement of a consulting/ offer creation/ individually mail) will be from the *Tormann* as a formal notice to an advance concession looks and possibly immediately competent worked out. Should from which the questioner no-one "feedback" occur resp. not any follow performance get ordered, so him become global 20, --€ (in add. legal VAT.) Counted up the accounting occurs after termination the each time given time-limit.

## § 3 sale contracts/contracts for work

Labour the contract comes only through written confirmation of order - means by signing of our offer into being. Slave talk must be drawn up in writing and signed.

## § 4 prices, value variance

1. Quotations of prices understand itself including purchase tax in the at the moment valid height, the overall costs become in the offer/ the invoice also gross leaded on.
2. The prices understand itself subject to different agreement. Packaging - and freight costs will be separate offered/ calculated.
3. Lies of the conclusion of a contract out of the leaded on the given timelimit is legitimated the *Tormann*, which at time of the delivery to use valuable price list.

## § 5 terms of delivery

1. The *Tormann* bother itself to be kept the given terms for delivery. Device he with this in arrears, so has him the client to place a period of grant of at least 4 weeks, they with entrance of the fixing of term by the *Tormann* started.
2. The *Tormann* is authorized to the rescission from the contract, if the delivery through false or delayed supply through one his suppliers gets unlikely, without that him hereby a fault meets.
3. If the delivery as a result higher force, as terrorism, act of war, perturbations, strikes, lockout or managing conditioned disorders, the from the Tormann not to stand proxy are, unlikely gets be valid equals.

## § 6 carriage and passing of the risk

1. The mailing occurs on danger and costs of the customers. The choice of the mode of dispatch lefts the suppliers let over.
2. The *Tormann* is not obliged, Marshall aid at one's own cost/ costs of the customers to affirm.

## § 7 objections - failings

1. The supplied goods is directly on receipt on quantity and quality to check. Deficiency and visible damages are the carriage rulers/forwarder opposite to complain (fact finding).
2. The customer has failings within one time-limit of 2 weeks start from the receipt of the goods, in case of hidden failings start from the knowledge from the want, the *Tormann* written to show up. Will this time-limit not kept in, came warranty entitlements.
3. At founded objections we render guarantee after our choice through diminution, compensation delivery or restoration.
4. Beats bad the subsequent improvement or compensation delivery after adequate time-limit, can the receiver after his choice diminution or retro-handling of the contract demand (done twice subsequent improvement or compensation delivery).

## § 8 guarantee

1. Independent of § 7 we give a product dependent guarantee (see offer/ brochure) starting our with the date invoice.
2. This guarantee reaches to not on failings, the for to lead back are:
  - a) on strange effect or performance, particularly on the assembly third
  - b) on the undercoat or sundry surface protection
  - c) on transport damages.
3. As dyestuffs during can change of the time, we render at colour changes no-one replacement.

## § 9 to the characteristics of the wood

Wood is a natural product, his natural characteristics, are deviations and characteristics therefore always to heed.

Colour and structure deviations are normal and not to avoid.  
You put therefore not a cause to objections (failings).

#### **§ 10 reservation of ownership**

1. The supplied goods lefts until to the entire payment of the purchase price reservation goods of the *Tormann*.  
The cessation individual demands in an account current or the balance draging and whose lift acknowledgment the reservation of ownership not out.
2. At accesses third - particularly bailiffs - on the reservation goods, gets the buyer point at the real estate of the *Tormann* and this immediate inform.
- 3.a) In case of of the league of the goods with others things acquires the supplier joint estate in relation of the value of the goods to the value of the connected things.  
Should the real estate at the goods by it going under, that this principal factor gets from another case, so gets the *Tormann* already now joint estate placed in at the mains to a portion, which the relation of the value of the delivered goods to the value complies of the mains. The joint estate goes already now on the suppliers over.  
Will the handing over replaces by the agreement of one safekeeping. At payment goes the placed in joint estate to the connected things to the buyer.
- b) The *Tormann* is legitimated the goods - so far not 3a) intervenes – back at default of the customers to take - asuming load- and cost of carriage go with it to the burden of the customer.
4. Is of the customer fully qualified merchant, so can the *Tormann* at default of the customers after before dissuasiveness (menace) to take back the goods and utilize.  
The utilization earning is to count on the purchase cost. Asuming load- and carriage-costs go with it to the debit of the client.

#### **§ 11 payments**

1. If not differently concluded, are invoices of the *Tormann* payable within of 5 bank work days after invoice entrance a n d receipt of the goods.
2. The *Tormann* declines The refusal of swap keeps.
3. In the event of the delay is the each one residual claim of the *Tormann* with 3% over the discount rate to pay interest of the Federal Bank of Germany. Device of the receiver with its payments in arrears, so will be directly also all any further demands of the *Tormann* to pay, provided delay for at least 10 % entered of the total demands.
4. Ways failings or other objections can the payment get retained only in admissible volume.  
We refer on the " law to the acceleration due payments "

#### **§ 12 storof data**

The *Tormann* is legitimated, also to utilize persons gets data of the buyers and to store.  
The *Tormann* isn't entitled, to dispose these datas.

#### **§ 13 assembly**

From customers of the prerequisites for the duly installation to make.  
Asuming erections are through the customers self or through a commissary of the customers to adduce .  
Warranty entitlements out faulty assembly become from us not accepted.

#### **§ 14 place of performance, place of jurisdiction and law**

Which applies should a determination be ineffectual of this term of business, gets the others contents of the conditions from it not touches place of performance and place of jurisdiction for all engagements from the contractual relationship is Marienberg/ Erzgebirge.  
The contractual relationship underlies German right.