

Payment and Delivery Terms

General terms and conditions

I. Applicability

1. Our terms and conditions of payment and delivery exclusively apply to all orders and future orders that businessmen (entrepreneurs) place with cm. Our Terms and Conditions of Payment and Delivery, as amended on the order date, apply. The respective current version may be accessed on our website at www.cm-projekt.de.
2. Insofar as they do not agree with our terms of payment and delivery, any applicability of the customer's own terms is herewith expressly denied. We are only bound by them if we expressly agree to their validity in writing; in particular, omission of a further express rejection of your terms after we receive them does not constitute agreement.
3. Changes or additions to our terms of payment and delivery must be made in writing. Any decision to waive this requirement itself must also be recorded in written form.
4. Insofar as these payment and delivery terms require the written form, transmission of text in electronic form (e.g. email, fax) also fulfils this requirement.

II. Quotations/ordering and conclusion of contract

1. Our quotations are subject to change. Orders placed with us by the customer only become binding after we have issued a written order confirmation.
2. The minimum order value is 1 25. This also applies to orders made via our ecommerce shop. Online orders are placed by clicking the order button provided for this purpose.
3. Documents provided by us, such as catalogues, brochures, illustrations, pictures in our ecommerce shop etc., only contain approximate details and descriptions. In any dispute, our written order confirmation shall be decisive. Any specifications provided by the customer shall apply only if we have expressly confirmed these in writing. All goods to be supplied are subject to change through continued technological development
4. Unless otherwise agreed in writing, installation work and on-site measurement is not included with delivery. In individual cases, if installation and on-site measurement work is agreed and no alternative charging arrangements have been made, we shall charge for such work at our prevailing hourly rates.

III. Prices

1. Our prices are stated in EURO, ex-works or warehouse plus packaging, carriage and insurance. Non-binding recommended retail prices of the products, including value added tax, are indicated in our lists of gross sales prices. Individually produced quotations always contain net prices exclusive of VAT.
2. Invoice amounts to be paid by the customer, taking into account any discount granted, are calculated as follows:
 - a.) Sales based on the gross sales price lists:
 - List price inclusive of statutory value added tax
 - Discount
 - = Net price
 - + Value added tax (VAT)
 - = Invoice amount
 - b.) Sales based on special net purchase price lists for specialist retailers:
 - List price without VAT
 - Discount
 - = Net price
 - + Value added tax (VAT)
 - = Invoice amount
3. We are entitled to recharge to the customer any increases in the price of materials or in staffing costs that arise between the contract being signed and goods being delivered. This provision does not apply to goods or services due to be supplied or performed within 4 months of the contract being signed unless they are supplied or performed as part of a long-term obligation.
4. Should we agree to any retrospective requests from the customer to amend the order, we shall be entitled to add any additional expenditure to our rates, in particular for custom items.

IV. Payment

1. Unless otherwise agreed in writing, payment must be made within 8 days of the invoice date less a 3% prompt payment deduction or within 30 days of invoice date with no deduction. Payments must be made in cash or by transfer to one of the bank accounts indicated. Deductions may only be made if the customer is not in payment arrears in respect of older orders or other debts due to us for any other reason.
2. In the case of custom items to be made specifically for the customer and any comparable projects, we are entitled to demand instalment payments to the value of one third of the total amount on conclusion of contract and to the value of a further third on commencement of production.
3. Any customer counter claims which we dispute or that are subject to pending legal judgement do not entitle the customer to withhold payment nor may they be used for payment set-off purposes. This provision does not apply to any rights to withhold labour arising from the same contractual relationship.
4. Should the customer fall into payment arrears or their credit-worthiness significantly worsen after the contract has been concluded, all amounts owed shall become immediately due for payment in cash. This shall be the case even where a deferred payment schedule is in place or where any bills of exchange or cheques have been received. Moreover, in such an event we are entitled to demand prepayment or sureties for all future work, and to terminate all existing agreements after a reasonable period.

V. Deliveries

1. We make every effort to keep to the non-binding delivery times given in our order confirmations. Binding delivery times or schedules are only agreed if they are expressly confirmed as such in our order confirmation, in particular for custom items. Binding delivery deadlines begin on the date of our order confirmation and no earlier than the day on which we receive the full details of the order nor before we have received any agreed down-payment or security. The delivery period shall be extended or moved accordingly in the event of delays for which we cannot be held responsible or if the customer wishes to alter the order after our order confirmation has been issued and we agree to the requested change.
2. In the case of force majeure (e.g. war, political unrest, natural catastrophes), if unforeseen problems arise that are beyond our control, whether these occur at our own premises or at those of our suppliers (e.g. strike, lock-outs, fire damage, official measures and other operational disruptions, material procurement difficulties, transport disruption), delivery times shall also be extended or moved by the duration of the disruption plus a reasonable start-up period.
3. Part deliveries are permitted.
4. Subject to any warranty rights pursuant to clause VIII below, the customer shall not be entitled to return deliveries without our prior written consent. Should we agree to a return being made outside of the scope of any warranty rights, this shall be done exclusively against the issue of a credit note and at the customer's risk and we shall be entitled when raising this credit note to take into account the condition and usability of the returned goods and to deduct an adequate handling charge. Credit notes will only be issued beyond the value of 1 15.

VI. Risks and carriage

1. The risk is transferred to the customer as soon as the goods are handed over to the carrier (forwarding agent, haulier etc.) even if freight-paid delivery has been agreed. Should carriage or delivery be delayed at the customer's request or because of circumstances for which the customer is responsible, risk shall pass to the customer from the day on which the goods were ready to be despatched. In the absence of instructions to the contrary from the customer and in line with standard practice, we shall select the type of carriage, route and packaging at our own discretion. These will be charged to the customer's account.
2. We shall be entitled, but not obliged, to insure the delivery at the customer's cost against breakage, damage in transit, fire damage and water damage.

VII. Retention of title

1. We shall retain title to the items delivered pending full settlement of all amounts due to us from the customer arising from any part of the entire business relationship.
2. The customer must insure the goods over which we have retained title against theft, damage, destruction and accidental loss (especially due to fire or flood/water damage) and, if requested, show evidence of this. They must inform us of the whereabouts of the goods and permit our representatives access to the place where they are stored.
3. As long as the customer has not fallen into arrears with payments to us, the customer shall be entitled to process and sell the goods over which we have retained title in the normal course of their business activities.
 - a) By way of security, the customer assigns to us even now and in their entirety all receivables due to them arising from such sales. We revocably authorize the customer to collect the receivables assigned for their account in their own name. At our request, the customer shall immediately make the assignment public knowledge by proven notification of third party debtors both of our reserved property titles and the assignment of claims affected and issue the necessary information and documents.
 - b) In instances where the goods delivered are processed and integrated into a new object, we shall acquire co-ownership of the newly produced object in proportion to the value of the goods over which we have retained title to the value of the new object created by this process. The value of the goods over which we have retained title and the value of the new object shall be defined by invoice value, or alternatively by current market value. The processing date is definitive for establishing the processed value. During processing, the customer shall act on our behalf, without however gaining the right to make any claims against us whatsoever in respect of the processing work.
4. If the amounts pledged as security exceed what is due to us by more than 20%, we shall be obliged to release to the customer at its request, or to its creditors at their request, the surplus element of the securities to which we are entitled.
5. The customer must notify us without delay if a charge is placed on the goods over which we have retained title or over the receivables transferred to us through the earlier assignment. All costs and losses shall be borne by the customer.

VIII. Warranties/compensation

1. The customer shall be responsible for ensuring that all documents given to us for the purpose of fulfilling the order, as well as all measurements and other details and/or guidelines given to us for providing our services, are complete and accurate. Errors made by the customer in this respect cannot constitute any deficiency in our work.
2. With textiles, production processes make it impossible to rule out minor variations from batch to batch - especially

in terms of colour. There shall therefore be no provision for the customer to make warranty claims on such grounds. This shall also apply to any changes in colour, any shrinkage and/or stretching within the relevant standard limits caused by prolonged exposure to sunlight. Organic dyeing is applied to anodized parts and profiles and due to this production process colour variations cannot be prevented. Colour or grain variations can also not be prevented in the case of natural products, such as wood. The customer is not entitled to any claim for defects based on such variations, provided these variations are within the limits of the relevant standards.

3. Complaints about any obvious faults in our deliveries and/or work are to be submitted in writing without delay and no later than 7 days after the work has been done. Complaints relating to less obvious faults are to be lodged in writing not more than 7 days after they are discovered. Faulty goods are to be kept in the condition that they were when the alleged defect was found so that we or others acting on our behalf may inspect them
4. Where a fault in our work is shown by justified means to be valid, we shall remedy the fault by making good. We shall have the right to choose whether this is done by repairing the fault or by supplying a fault-free replacement. Article 439 section 3 sentence 1 BGB [German Civil Code] applies, provided that we are only obliged to compensate required expenses for the removal of the defective part and the installation of the repaired part or the installation of the delivered fault-free replacement part up to an amount that is equal to the delivery value of the affected part. If the fault is not made good within the appropriate statutory deadline for such work, the customer shall be entitled to cancel the contract or to reduce the price / consideration accordingly. The warranty period is 24 months from the transfer of risk (par. VI/h). The aforementioned provision relating to the warranty period shall not apply insofar as the law on construction, on objects for construction work and on construction defects prescribes longer obligatory periods.
5. Any claim to recourse made against us by the customer shall be valid only to the extent that the customer has not made any agreements in excess of statutory warranty claims with their end consumer.
6. Each and every warranty shall be subject to the goods delivered by us being kept and handled properly. No liability will be accepted for damage that has been caused for the following reasons: incorrect use; incorrect installation and/or commissioning by the customer or a third party; natural wear and tear; incorrect or careless handling and use of unsuitable equipment or replacement materials. Changes or repair work carried out by the customer or a third party without our prior written approval shall invalidate all warranty rights.
7. Customer claims for compensation are excluded no matter on what legal grounds they are made. This applies in particular to claims made due to any breach of duty arising from financial obligations or from any unlawful act. This shall not apply in cases of wilful intent or gross negligence, for injury to life, bodily harm or damage to health, for liability pursuant to the Product Liability Act, for any guarantee that we have taken on, for losses due to a culpable breach of material contractual obligations or in any other instances of legally binding liability. Liability for the breach of material contractual obligations shall in any case be limited to making good such losses as could be anticipated unless there has been wilful intent or gross negligence, or if any liability exists due to injury to life, bodily harm or damage to health. Material contractual obligations in the sense referred to above are always the main contractual obligations to render the proposed services plus any other (secondary) contractual obligations, which in the event of a culpable breach could lead to achievement of the contract objective being put at risk.

IX. Place of execution, jurisdiction and final provisions

1. The place of execution for deliveries shall be the relevant location from which the goods are dispatched. The place of execution for payment - including payment by bill of exchange - shall be our head office.
2. Place of jurisdiction for disputes involving traders arising from this contractual relationship is our head office. We shall, however, also be entitled to bring actions against the customer in the courts responsible for its head office
3. In accordance with the provisions of the German Data Protection Act, we store and utilise the customer's personal data for our own business purposes only, of which fact the customer is herewith informed.
4. The law of the Federal Republic of Germany shall apply to any judgement on our entire legal relationship with the customer. International trade law, especially the Convention on Contracts for the International Sale of Goods (CISG), shall not apply.
5. Should any part of the contract or of these terms and conditions of payment and delivery be invalid, this shall not affect the validity of the remainder of the contract or of these terms of payment and delivery.

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