

General terms and conditions of trade and payment of Migma eG

1. Extent of validity
 - 1.1. The terms and conditions apply for all current and future contracts.
 - 1.2. Differing, adverse or supplementary conditions will not be included in a contract unless the seller explicitly gives written agreement. At the latest by the delivery of the goods or services rendered these conditions are deemed as accepted.
 - 1.3. Changes to the general terms and conditions will be made known in writing by the imposer of the terms and conditions. They are deemed as approved if the party to a contract does not raise written objection within 6 weeks after the announcement of the changes.
 2. Offers
 - 2.1. Our offers are non-binding, i.e. are requests for offer submission. The products comply with the requirements customary in trade. The right to technical changes remains reserved.
 - 2.2. Special items manufactured to order must be ordered in writing and are excluded from refund or exchange.
 3. Prices
 - 3.1. Our prices are given in euros ex-warehouse Markneukirchen, excluding value added tax. The valid prices on the day of delivery are the authoritative prices. Packaging, shipment, external duties, transport insurance, fees and other additional services will be charged separately.
 - 3.2. We reserve the right to change our prices accordingly, if after the conclusion of a contract there is an increase or decrease in costs, in particular due to foreign exchange rates, labour costs or changes in material prices.
 4. Terms of payment
 - 4.1. Payment in advance or by agreement in accordance with the pro forma invoice.
 - 4.2. Payment must be undertaken so that we are exempt from paying fees. Any additional bank fees are payable by the buyer.
 - 4.3. In the case of delayed payment an administrative charge of 6.00 euros will be charged for every reminder, in addition on 8% default interest will be charged above the current basic interest rate of the European Central bank.
 - 4.4. In the case of delayed payment or returned direct debits, which cannot be cleared due to insufficient funds, we have the right to make all unsettled invoices and deferred payments immediately payable. In such a case all prompt-payment discounts and reductions will be exempt. Incoming payments will be used at our own discretion, either for the payment of the earliest or the least secure commitments of the debtor.
 5. Delivery and the passing of risk
 - 5.1. The delivery is dispatched from the warehouse in Markneukirchen. The buyer, the forwarding agent or the haulage contractor assumes the risk of accidental loss upon taking over the goods.
 - 5.2. The goods are packed for dispatch as best as possible, in accordance with standard trade usage.
 - 5.3. The goods are delivered at the cost and risk of the buyer. Insurance is only possible by written request and at the cost of the buyer.
 - 5.4. Partial deliveries are admissible unless they are unreasonable for the orderer.
 - 5.5. If the failure of delivery is due to force majeure or other disturbances beyond our control (Strike, extreme weather conditions, natural disasters, war, terrorist attacks) and rendered difficult or impossible, the delivery period will be extended accordingly and the co-operative will be exempted from the delivery obligation for the duration of the hindrance.
 6. Reservation of ownership
 - 6.1. With contracts we retain the ownership of the goods until the full settlement of all demands of the current trade relations.
 - 6.2. The customer is obliged to handle the goods with care.
 - 6.3. In the case of a seizure or damage or destruction of the goods, the customer is obliged to promptly inform us if a third party claims possession of the goods. The customer should inform us promptly of a change in ownership of the goods and also of a change of address.
 - 6.4. In the case of a breach of contract by the customer, particularly delayed payment or infringement of obligation as laid out in points 2 and 3, we reserve the right to withdraw from the contract and demand the return of the goods. All costs for the return of the goods or the currency equivalent are carried by the buyer. This will void all of the customer's rights.
 7. Guarantees
 - 7.1. The transfer of packaged goods to the first forwarding agent is proof of the correct amount and flawless condition of the packaging.
 - 7.2. In the case of externally visible damage through transit, the facts are to be immediately established and issued by the deliverer.
 - 7.3. In the case of damages which are first discovered when the product is unpacked, the delivery must remain undisturbed in the original packaging until a representative of the deliverer is convinced by the state of the delivery and has issued a certification.
 - 7.4. Defects and damages must be reported to the seller within 5 days. § 377 HGB applies here.
 - 7.5. Defects do not release the buyer from his payment commitment.
 - 7.6. Defective goods will subsequently be repaired or replaced at our discretion.
 - 7.7. Natural wear and tear, damage from inappropriate handling or storage, failure to observe handling instructions, excessive use and inappropriate care and attention are not considered to be defects if they occur after the passing of the risk.
 - 7.8. The manufacturer's product description is the only valid description of the quality of the goods.
 - 7.9. Obvious defects, damage in transit, missing quantities or incorrect deliveries are to be reported at the latest seven days after receipt of the goods. In the case of late notification all claims on the guarantee no longer apply.
 8. Limitation of guarantee
 - 8.1. Claims on the guarantee are valid up to one year after the delivery of the goods.
 - 8.2. In the case of insignificant defects and divergences on the agreed condition of the goods, claims on the guarantee do not apply.
 9. Final terms
 - 9.1. Contracts are subject to the laws of the Federal Republic of Germany. The terms of the UN purchasing law are not applicable.
 - 9.2. 08258 Markneukirchen is the recognised place of performance for the seller and the buyer.
 - 9.3. The exclusive legal venue for all disputes arising out of this contract is our place of business.
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