

§ 1 General – Area of Application

1. The General Terms and Conditions shall apply to all current and future business relationships.
2. Deviating, adverse or supplementary General Terms and Conditions shall not, even if these are known, become part of any contract unless their validity has been expressly approved in writing.

§ 2 Conclusion of Contract

1. Our offers shall not be binding. Technical alterations as well as alterations to form colour and/ or weight shall be reserved as long as these are reasonable.
2. By ordering goods the Customer shall make a binding declaration that he wishes to acquire the ordered goods. We shall be entitled to accept the contractual offer contained in the order within two weeks of receipt of the order by us. Acceptance may be declared either in writing or by delivering the goods to the Customer.
3. The conclusion of the contract shall be subject to correct and timely delivery by our suppliers. If, contrary to expectations, a product ordered by the customer is not available despite the timely conclusion of an adequate covering transaction for a reason for which the supplier is not responsible, the customer will be informed immediately of the unavailability and, in the event of withdrawal, any payments already made will be refunded immediately.

§ 3 Reservation of Ownership

1. The goods remain our property until full payment has been made.
2. The Customer shall be obliged to handle the goods carefully. Insofar as maintenance and inspection work are required, the Customer must carry these out at his own expense at regular intervals.
3. The Customer shall be obliged to inform us immediately of any third-party access to the goods, for example if they are seized or damaged or destroyed. The Customer must inform us immediately if the goods change hands.
4. In case of any violation of the contract by the Customer, in particular in case of any delay in payment or any violation of an obligation under numbers 2 and 3 of this provision, we shall be entitled to withdraw from the contract and demand the return of goods.
5. The Customer shall be entitled to resell the goods in the ordinary course of business. He shall already now assign to us to the total of the invoiced amount all claims against a third party, which arise to him through resale of the goods. We shall accept this assignment of claims. Following the assignment of claims, the Entrepreneur shall be authorized to collect the claims. We shall reserve the right to collect the claims ourselves as soon as the Entrepreneur fails to properly meet his financial obligations and defaults on payment.
6. Any treatment or processing of goods by the Entrepreneur shall always be carried out in our name and on our behalf. Should the processing be carried out with items that do not belong to us then we shall acquire co-ownership in the new goods, the value of the co-ownership being determined by the ratio of the value of the goods supplied by us to the value of the other processed items. This shall also apply if the goods are mixed with other items not belonging to us.

§ 4 Payment

1. The net purchasing price offered shall be binding. Statutory VAT shall be added to the net purchasing price. In the case of mail-order purchase, the flat-rate delivery charge indicated in the official price lists shall be added to the purchasing price. The Customer shall not incur any additional costs by using telecommunication means. We reserve the right to deliver subject to payment in advance or cash on delivery.
2. The Customer shall be obliged to pay the net purchasing price plus statutory VAT within 30 days of receipt of goods. Following expiration of this term the Customer shall be in payment default. We reserve the right to prove and assert a higher damage caused by default than the statutory damage.

§ 5 Passing of Risk

1. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer on delivery, in the case of mail-order purchase on transfer of the goods to the haulier, the carrier or otherwise the person or establishment charged with carrying out the dispatch.
2. The passing of risk shall remain unaffected if the buyer delays taking delivery of the goods.

§ 6 Warranty

1. We shall choose to compensate for defective goods at our own discretion by subsequent improvement or substitute delivery. We can offer up to 3x substitute delivery.
2. If the subsequent fulfilment is not successful the Customer may in principle choose decrease in payment (reduction) or revocation of contract (withdrawal). However, in case of only a minor breach of contract, in particular in case of only minor defects, the Customer shall have no right of withdrawal from contract.
3. Customers must notify us immediately of any obvious defects of goods; otherwise the assertion of the warranty claim is excluded. The timely dispatch is sufficient for compliance with the time limit. The full burden of proof for all preconditions of claims shall lie with the Entrepreneur, in particular for the defect itself, for the point in time when the defect was discovered, and for the timeliness of the notice of defects.

4. Should the Customer wish to withdraw from the contract on the grounds of a defect in title or a defect of quality after notification of subsequent fulfilment he shall not in addition be entitled to any compensation claim on the grounds of the defect. Compensation is limited to the difference between purchasing price and the value of the defective goods. This shall not apply if the breach of contract was maliciously caused by us.

5. For Entrepreneurs the warranty period shall be one year from delivery of goods.
6. If the buyer is an Entrepreneur, only the manufacturer's product description shall in principle be deemed to be the agreed definition of the condition of the goods. Public pronouncements, recommendation or advertising by the manufacturer shall not in addition be regarded as a description of the condition of the goods conforming to the contract.
7. We shall not give any guarantees in the legal sense to the customer. The manufacturer's warranties shall not be affected by this.

§ 7 Limitations of Liability

1. In case of slightly negligent violations of duty our liability shall be restricted to the direct average damage that can be expected for the type of goods and is typical for the contract. This shall also apply in case of slightly negligent violations of duty by our legal representatives or vicarious agents.

Where Entrepreneurs are concerned we shall not be liable for a slightly negligent violation of inessential contractual duties.

2. The above limitations of liability shall not affect claims made by the Customer arising from product liability. Furthermore, the limitations of liability shall not apply to any bodily harm and injuries to health attributable to us.
3. Compensation claims by the Customer on the grounds of a defect shall become statute-barred after one year from delivery of goods. This shall not apply if we can be accused of gross negligence as well as in cases of bodily harm and injuries to health attributable to us.

§ 8 Labelling Requirements

1. DARCO is obliged to maintain a market surveillance and reporting system for the products according to chapter VII MDR. All products are given a unique batch number to ensure that products can be traced back at any time. The customer is obligated to adopt that number or otherwise connect it with his own batch number in a way, that the product can still be traced back after it has been processed or distributed. Both parties are obligated to inform each other immediately in case of incidents with their products via the respective designated person - responsible according to Art. 15 MDR. The legal obligation to notify according to Art. 87 MDR remains unaffected. If there is doubt whether the threshold of an incident has been reached the customer will always inform DARCO. DARCO will examine all necessary steps and take action after consultation with the customer. Each party shall bear their costs arising from these actions.

2. The customer is not allowed to alter the intended use, nature or labelling of the product.

§ 9 Further dealer obligations

1. The Customer is obliged to implement the dealer specifications from the MDR, in particular Art. 14 MDR.
2. The Customer shall be obliged to guarantee the traceability of products together with DARCO and to conclude a corresponding agreement with DARCO on request (Art. 25 MDR). DARCO is entitled to specify to the customer which information and documents are to be kept available for authorities.
3. The Customer is obliged, within the framework of the statutory provisions of the MDR, to document, store and keep up to date experience, knowledge and other information about the goods. Upon request, the Supplier shall provide DARCO with a copy of such data, in particular in the event of the discontinuation of operations and insolvency. In the event of suspected serious incidents with the goods, the customer shall inform DARCO of its own accord of all circumstances of which it becomes aware.

§ 10 Final Provisions

1. The laws of the Federal Republic of Germany shall apply. The provisions of UN purchasing law shall not apply.
2. Our place of business shall be the exclusive place of jurisdiction for all disputes arising from this contract. The same shall apply if the Customer has no general place of jurisdiction in Germany or if his domicile or usual abode is not known at the time when an action is being brought.
3. The buyer's rights arising from this contract cannot be transferred. The invalidity of single provisions shall not affect the validity of the remaining ones. Should one or several of the provisions of these General Terms and Conditions be invalid or become invalid, this shall not affect the validity of the remaining ones. The invalid provision shall herewith already be replaced by a valid one that serves as far as possible the same legal and economic purpose.