

cnc-place.de
Das Netzwerk für den Maschinenbau

Terms and Conditions of cnc-place.de, Stand January 2016

1. Conclusion

All agreements and offers are exclusively subject to such performance and payment. They are placing the order or acceptance of delivery as recognized. Differing conditions of the client, which are not expressly acknowledge, are not binding on us, even if these are not expressly contradicted. Dimensions, weight, pictures, drawings and specifications of all kinds are compulsory for execution only after written confirmation. A contract is concluded only by written confirmation from us. Modifications and additional agreements require for their effectiveness in writing. All agreements which meet our employees require our written confirmation. If we are in default of delivery or will we supply, for whatever reason, impossible, so are the principal Damage claims of any kind (in particular of § 325, § 326 BGB) not to, unless we had the delay or the impossibility caused at least serious negligence. The right to withdraw from the contract remains unaffected. If the Contracting the goods are not from, we are entitled, after setting a period of two weeks from the contract or claim damages for non-performance.

2. Delivery time

Delivery times are not binding. Cases of force majeure entitle us the contract in whole, or in part, and / or exceeding the delivery times as may be necessary or newly to be set. Neither the cancellation of the contract or from the delivery is exceeded to the client grow a right to compensation.

3. Dispatch and Transfer of Risk

The risk is, even if free delivery has been agreed on with the delivery of the goods at the shipper or carrier, however no later than upon leaving our company, to the customer. Dispatch and packaging are subject to our Discretion. An insurance of the consignment against transport damages and other risks only at the express request and expense of the client.

4. Prices

The prices are in Euro, subject to confirmation from Berlin. VAT, postage, freight, packaging, insurance and other incidental expenses will be charged separately at cost. Packaging is not taken back. We reserve the right to pass on the increase of material prices and wage increases that occur during the processing of an order to the customer.

5. payment

The payment must be made within 30 calendar days from the invoice date. If payment within 14 calendar days of the invoice date, we grant a 2% discount on the invoice amount. Includes the account specially designated accounts for freight, insurance and shipping costs, they are not discount deductible. Invoices for consulting, programming or similar work are payable immediately upon receipt without deduction. Interest at the rate of 2% above the current discount rate of the Deutsche Bundesbank - If payments are deferred or made late, so after previous reminder and setting - to the extent legally required. Change will not be accepted. A withholding of payments by the customer is excluded. may offsetting outsourcer Only legally established or not disputed by us counterclaims.

6. Warranty

Complaints must be filed within 8 days after the goods were provided for viewing or passed as delivery. This even if the goods were shipped directly to a third party. If the complaint is timely collected and justified, we are willing to resolve the deficiency or nachzuliefern. Further claims made by the client are excluded. Defective goods must be sent immediately. After 30 days of delivery of the claim of the client is off, regardless of whether a notice of defect has occurred or not.

7. processing

We assume no liability for the behavior of the material to be processed by us. In such a case we are explicitly exempt from our liability. If the customer provides equipment and tools, they are to send us free. We can demand that the customer at any time to take back such devices; fails to comply with such request within 3 months, we are entitled him to return them at his own expense. The Costs for maintenance, modification and replacement of its device borne by the client. Workpiece-related devices or manufacturing equipment, has to be obtained or prepared by us will be charged to the client separately. Unless the full costs were calculated, the customer shall bear the remaining costs, if he does not accept the numbers provided by him in the contract in view. Opposite the order amount is in serial production a Excess or short deliveries up to 5% is permitted. From us a contractor provided or we commissioned and paid drawings, tools, fixtures and other information are our property and may not our consent will not be passed to third parties access to the knowledge or used for other purposes.

8. Performance, Jurisdiction

Performance and jurisdiction for all claims arising from the contractual relationship is Berlin / Germany. Sole venue for all indirectly from the contractual relationship directly or indirectly resulting disputes Berlin.

9. Keep, insurance

Raw, semi-finished and finished products are subject to prior written agreement and for separate payment beyond the completion or delivery date of the ordered goods out, secures. We undertake, upon extraordinary request of the client, which means on its