

General Terms and Conditions of Service and Delivery for Consumables of Dorfner GmbH & Co. KG

§ 1 General Information, Object of the Contract

1. These General Terms and Conditions of Service and Delivery shall apply exclusively to the sale of consumables, unless agreed otherwise between the Parties. In such an event, the following Terms and Conditions shall apply additionally. General terms and conditions of business of the Customer shall not be binding for Dorfner GmbH & Co. KG, and are hereby agreed to not apply to sales of consumables.
2. Any terms and conditions and subsidiary agreements that deviate from the following Terms and Conditions shall only form part of the contract if set out in writing and signed by Dorfner GmbH & Co. KG. The same shall apply to agreements modifying the written form requirement and to agreements made verbally, over the telephone or with representatives of Dorfner GmbH & Co. KG. There are no verbal subsidiary agreements.
3. The Customer has concluded a contract for work and services with Dorfner GmbH & Co. KG regarding services in the facility cleaning trade. Consumables such as soap, paper towels, toilet paper, etc. will be required for such; these are replenished by Dorfner GmbH & Co. KG and supplied by the Customer. During the term of the contract for work and services, the Customer may order the consumables listed in the price list via Dorfner GmbH & Co. KG directly at the prices set out in the current price list. There shall be no purchase obligation on the part of the Customer. The purchase contract shall come into being upon receipt of order confirmation from Dorfner GmbH & Co. KG.

§ 2 Prices

1. The prices specified in the price list are fixed prices as at 31.03. of each year. Dorfner GmbH & Co. KG reserves the right to make any necessary adjustments on this date in order to take account of increased cost prices.
2. Prices are net, inclusive of delivery costs and exclusive of the respective statutory value added tax.

§ 3 Invoicing, Default, Retention of Title

1. The Customer shall be invoiced for items in accordance with the price list applicable at the point of ordering. Payments shall be due 14 days after the invoice date and must be paid by the Customer without deduction. Default interest as per § 288 of the German Civil Code shall be charged in the event of default.
2. The delivered items shall remain the property of Dorfner GmbH & Co. KG until full payment has been made.

§ 4 Defects

1. The Customer shall check the delivered items for defects immediately upon receipt. Notifications of defects shall not be accepted at a later date. This shall not apply to hidden defects.
2. In the event of a defect, Dorfner GmbH & Co. KG reserves the right to initially attempt to remedy it by means of supplementary performance/delivery. Should this fail or be financially unfeasible, the Customer may reduce the price paid or withdraw from the contract.
3. Claims for defects shall expire one year after they arise.

§ 5 Liability

1. Dorfner GmbH & Co. KG shall only be liable in the event of intent and gross negligence. Slight negligence shall suffice in this respect in the event of violation of material (principal) contractual obligations, with liability being limited to foreseeable damage typical for the contract. Where liability for negligent behaviour exists, liability shall be limited to the sums insured under the business liability insurance.
2. Dorfner GmbH & Co. KG shall have unlimited liability in the event of intent and gross negligence, as well as injury to life, limb or health. Liability according to German product liability law shall not be affected by the above regulations.

§ 6 Other Agreements

1. The Customer may only offset claims or assert a right of retention in the event that he has undisputed and/or legally established counterclaims under these purchase contracts.
2. These Terms and Conditions and the individual orders shall be exclusively subject to German law. The place of jurisdiction for disputes shall be Nuremberg.
3. Dorfner GmbH & Co. KG is neither prepared nor obligated to participate in dispute resolution proceedings before a consumer arbitration body.
4. In the event that one or more provisions of this contract is/are ineffective or invalid, it/they shall be replaced by a provision that comes as close as possible to the regulatory effect intended by the Parties. This same shall apply to any regulatory loopholes. This shall not affect the validity of the other provisions.