

Terms of payment and delivery

1. Offer and order acceptance. Our quotations are always without obligation. Agreements and arrangement made orally or by telephone with our representatives become legally valid only if approved in writing by us. Deviations in the orders placed by the purchaser from our terms of delivery and payment shall not be binding for us if we have not expressed our consent in writing. We shall be permitted expressly and in all cases to correct eventual errors in offers and invoices at a later point in time.

2. Delivery. All specifications stipulated by us regarding delivery periods are only approximations and non-binding. After the agreed call – off period has elapsed, we shall, notwithstanding statutory rights, be entitled to cancel overdue deliveries. In case of delays in calling off of substantial amounts, we shall be entitled to cancel the contract.

3. Invoicing. Should the seller reduce or increase his prices in general within the period ranging from order confirmation to delivery, the new price valid on the day of delivery will be charged. Should the prices be increased, the purchaser shall be entitled to cancel the contract within a period of 1 week after notification of the prices. The statutory purchase tax on the agreed prices shall additionally be paid.

4. Right of cancellation. Unforeseen events and cases of force major shall, indemnity claims excluded, entitle us to cancel the contract entirely or partially. We shall also be entitled to cancellation should, for other reasons, the existing conditions change such that the execution of the contract be seriously obstructed or hampered. The concept of unforeseen events or cases of force major includes in particular mobilization, war, blockade, embargo on export or import, fire, breakdown, lack of coal, raw materials or operating materials, etc.

5. Acceptance of the goods. Complaints regarding design, quality, amount and weight can be taken into account only if the demonstrable loss is more than 5% of the delivered goods. Increased or short deliveries of up to 10% of the dispatched amounts shall be permitted. We must furthermore be informed of complaints by written notice within 8 days after reception of the shipment. For complaints acknowledged by us, either replacement shall be delivered free of charge or the paid purchase price refunded at our option; on the other hand, any further claims, in particular for disbursed freight, wages, expenses and penalty for delay, shall be rejected.

6. Packing. If no specifications regarding packaging are made in the order, we shall choose the packaging at our discretion.

7. Shipment. The goods shall always, regardless of route and transportation means, be shipped to the place of destination at the risk of the purchaser. Traffic duties, if not accruing to us in the case or freight paid fob and if deliveries. Shall be borne by the purchaser unless, due to statutory regulations. The seller must bear traffic duties alone. We shall assume obligation neither for punctual transport nor for full utilization of the capacity of the means of transport.

8. Payment. If upon completion of a transaction no other conditions of payment have been stipulated in writing, for all international customers counts cash in advance without discount! Should we subsequently learn of adverse circumstances regarding the credit standing of a purchaser, we shall be entitled to cancel the contract, even after partial fulfilment, or to defer our performances until consideration be executed or security be provided for such consideration. Should the described circumstances arise for the purchaser or acceptors during the currency of a cheque or bill of exchange, we shall be entitled to return the cheque or bill of exchange at any point in time. In such case, we shall also be entitled to demand immediate payment in cash of deferred accounts receivable. Seizures or any other risk to our ownership shall be reported to us immediately. Complaints, even if valid, shall not entitle the purchaser to delay payment or to change the conditions of payment. Should the period allowed be exceeded, we shall be entitled to charge interest for default at a minimum of 3% over the current discount rate of the Deutsche Bundesbank from the invoice amount. In Case of bankruptcy, application for settlement arrived at n or out of court, judicial assistance for debtors, or petition for respite of remission of debts, all claims to which we are entitled shall become due.
Payments made by the orderer shall be deducted from the oldest debt unless otherwise stipulated in the individual case.

9. Reservation of title. The delivered goods shall remain our property until full repayment of all Obligations arising from the business connection and from other and future transactions between the purchaser and us. The purchaser shall oblige himself to handle the goods properly and with care for the duration of the reservation of title by the seller. The purchaser shall, within the scope of his orderly and usual business activities, be entitled to sell and process the goods. Acquisition of title of the goods by the seller should the goods be processed to new goods shall be excluded. The processed goods shall serve as our security only to the value of the reserved goods; the processed goods shall be deemed reserved goods for the purposes of these conditions. The claims made by the purchaser from the resale of the reserved goods shall, with all additional rights, at this point in time be transferred to us until the full repayment of our claims from physical deliveries to the full amount regardless of whether the reserved goods have been sold unprocessed or after processing, or to one or several buyers. The transferred claims shall serve as our security, but only to the value of the reserved goods sold in each case. Should the reserved goods be sold by the purchaser after processing or unprocessed in conjunction with other goods not belonging to us, the transfer of the purchase – money claim shall be valid only to the value of the reserved goods which, with the other goods, are the subject of this contract of sale or part of the object of sale.. The purchaser shall be entitled to resell the reserved goods only in accordance with the above stipulations regarding transfer of the purchase- money claim. The purchaser shall be obliged to inform us immediately in case of seizure of the goods or, in lieu of the goods, of a purchase – money claim from a third party in case of resale. We shall, at our option, bind ourselves to release and retransfer the securities transferred to us according to the above conditions as far as their value exceeds the claims to be secured by 20%.

10. Warranty. All New Hipp-Products are covered by a 2 years warranty according to the German medical devices law. eup. 04.06.04.

11. Place of performance and jurisdiction. D-79098 Freiburg i. Brsg. shall be the place of performance and jurisdiction for all rights and liabilities arising from the business connection with us.