

WISY AG

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Terms of Sales, Supply and Payment

1. General

Our supplies are solely based on the following terms of sales, supply and payment. Additions of a buyer only become effective with our explicit agreement.

2. Offer, conclusion of a contract, writing

2.1. All terms of a contract have to be specified finally in writing. Verbal special agreements do not become part of the contract.

2.2. Our offers are always without obligation. After the buyer places the order, the contract will be reached by the supply and/or by our written confirmation of order, if desired by the buyer.

3. Prices, terms of delivery

3.1. Supplies for which not expressly fixed prices are agreed upon, are charged in Euros at the list price which is valid on the day of the delivery.

3.2. Our prices and the supplies are ex works Kefenrod plus the value added tax prescribed by law. Packing and transport costs and other additional expenses are charged to the buyer.

4. Terms of payment, compensation, retention

4.1. Our invoices have to be paid within 30 days without any discount.

4.2. If the fixed payment periods are exceeded, we are entitled to claim default interest starting from first day of delay at rate of 5% over the respective basic interest rate of the European central bank and expenses without proof. The proof of further damage remains reserved to us.

4.3. Bills of exchange are taken by us only with a special agreement. All expenses and other costs are charged to the buyer. The taking in of bills of exchange and cheques takes place always only in execution.

4.4. If a substantial degradation of the financial circumstances of the buyer happens, we are entitled to refuse further supplies until all of our claims whether due or not, are paid or security for them is given.

4.5. If a substantial degradation of the financial circumstances of the buyer happens, we are entitled to quit all credits of goods and require the immediate payment of all unpaid goods deliveries. The same is valid if the buyer stops his payments, moves for a judicial agreement, files for bankruptcy proceedings, or if he asks for an agreement out of court. The same is valid if the buyer stops his payments, moves for a judicial agreement, files for bankruptcy proceedings, or if he asks for an agreement out of court.

4.6. The buyer can charge or withhold payments only on undisputed or juridical stated demands. In case of the refusal of payments the demand must be based on the same contractual relation.

5. Delivery and delivery times

5.1. Periods and dates for delivery are only approximate. We try to deliver as punctually as possible. No claim for damages is entitled to the buyer because of late supply. The execution of delivery presupposes the punctual issue of all necessary permissions and releases as well as the punctual receipt of all documents to be supplied by the buyer. If these conditions are not fulfilled without justifiable reasons, periods and dates extend accordingly.

5.2. The period and/or the date are considered set if the shipment is delivered to the dispatch within the agreed period and/or to the agreed date. If dispatching is delayed for reasons of the buyer's responsibility, the period is considered set if we announced the shipment is ready for delivery to the buyer within the agreed period.

5.3. If the non-compliance of one period or date is due to force majeure or to other unforeseeable obstacles concerning our factory, which are not justifiable from our side or which took place and/or we received knowledge of the situation after the contract conclusion, then the period and/or the date extend appropriately. This is valid also in cases of unforeseeable events, which have an effect on the enterprises of our pre-suppliers and which neither of them nor from us has to be justified.

5.4. If for reasons, which are not due to our responsibility, the delivery does not take place in time or the execution of the delivery is interrupted, disturbed or made more difficult, we can demand replacement of our costs which may result from this.

5.5. Partial deliveries are permissible if they are not expressly contradicted.

6. Guarantee

6.1. We guarantee that our deliveries are faultless at the time the transition of the risk in the sense of the legal requirements.

6.2. The rebuke of defect prescribed due to §§ 377 and 378 HGB (duty for investigation and rebuke) is to report in writing immediately, at the latest within 10 days after receipt of the goods at the place of destination.

6.3. In case of a rebuke of defect reported in time or a complaint and an entitled protest the defect products or not as agreed delivered commodities are taken back and replaced by perfect commodities at our expense or, due to our choice, the defects are repaired at our expense.

6.4. In case of absence of an assured characteristic the claim for damages is limited on the commodity value, unless rough fault or intent is given.

6.5. Further claims of guarantee in the sense of the legal requirements are excluded. In the context of the warranty in particular any costs of freight, packing and/or of the installation of the delivered articles are charged to the buyer.

6.6. Goods which are returned for reasons for which WISY bears no responsibility can be accepted after inspection of the returned goods only if the products are unused and are in a visually and technically perfect condition. WISY will always charge 30% of the invoice amount to cover the costs incurred in receiving returned goods.

7. Retention of title

We maintain possession of the sold goods (retention commodities) until complete payment is received, including future demands and additional expenses incurred from the current business relation with the buyer.

The buyer is authorized to resell and/or to process the retention commodities following proper business guidelines. For security purposes, the claims against others as a result of reselling are handed over to us by the buyer in total or at the height of the share of our co-ownership. For security purposes - in case of a delay of payment, a termination of payment, a judicial agreement or bankruptcy proceedings - claims against others from the resale at the height of the original invoice amounts are handed over to us, without demand for a special agreement in individual cases.

8. Folders, designs, models

8.1. The reproduction of our folders and designs as well as the rebuilding of our models, also partially, is only permitted with our written permission. For designs, models and other documents, excluded folders, we reserve ourselves the property and copyright. The data in the folders, designs and models concerning performances, load capacities, dimensions, weights and similar data are noncommittal approximate values. We reserve ourselves modifications in measurement and construction due to further technical development.

8.2. On the date of publication of the valid price list, all previous price lists are fully superseded and made invalid with respect to their pricing, technical descriptions, explanations and quantified data. Only the currently valid price list is legally valid with respect to the price list contents stated above.

9. Place of delivery, area of jurisdiction

9.1. The international competence of the German courts is agreed. Place of delivery is Kefenrod, place of jurisdiction is Friedberg. We reserve ourselves however the right to file a suit at the place of the buyer.

9.2. It is valid per the right of the Federal Republic of Germany.

10. Final clauses

10.1. In case of legal inefficacy of individual points, the contract remains obligatory in its remaining parts. Any ineffective regulation has to be replaced by new regulations, which join the desired economic success as good as possible.

10.2. All contractual agreements require writing. Confirmed correspondence is sufficient.

10.3. In case of doubt German Original Text shall prevail.

March 1st, 2017

Management board:
Arnold Denk (Chairman), Jan Maurer
Chairman supervisory board:
Thomas Winkler

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