

Terms of Business

1. General Clause

We are working solely based on these Terms of Business. Deviating terms of our suppliers or customers are not binding, even if we don't contradict them explicitly. Only German Law is valid.

2. Delivery

Confirmations of our delivery dates need to be written in order to gain validity. Short deliveries are admissible, so far it is reasonable to the customer. Force majeure and the delay caused by our suppliers absolve us from our obligation to deliver in due time. It gives us the right to extend the delivery time by the duration of the breach. Alternatively we also have the right to cancel subsequent deliveries. Claims for compensation because of the delivery time or the supplied quantity are excluded, if there is no premeditation or gross negligence involved. The fact that financial circumstances of the customer get worse, releases us from the duty to deliver. Forwarded goods travel at receiver's risk and his cost. We sell abroad only against prepayment.

2a. Sending Back

The basic principle is that properly delivered goods cannot be taken back after a period of 14 days. Private individuals (not retailers or traders) do have the right to revoke an order within 14 days, without giving a reason. But, we cannot take back individually fabricated pieces. We also cannot take back original spare parts, which were ordered especially for an explicit customer. We cannot take back parts, which we can resell only with an exceedingly cut in price. The sending has to be carriage-free. If the value of goods is less than 40 Euro, the customer has to pay the carriage. If the delivered goods contain any errors, we will pay the return. We will only accept costs at a reasonable level, which are usual for the particular sending. If the customer wants to send proper delivered goods back, we will charge 15% of the amount invoiced. We will not charge this 15% in deals with private persons.

2b. Orders

The orders and all changes of order must be drawn up in writing. The client renounces of an order confirmation.

3. Prices

Our catalogue prices are binding if we don't communicate a change within 2 days. In business with private persons the price on the day of completion of contract is reliable, if the agreed delivery time doesn't exceed 4 months. Does the agreed delivery time exceed 4 months, then we are allowed to charge the price variation. The buyer has the right to cancel the purchase in this case. In doing business with traders, we are allowed to charge the price variation until the day of delivery.

4. The Payment

Our outstanding requests have to be paid immediately after getting the invoice. The buyer has the right to hold back payments only if his own requests are undoubted. In case of delayed payments we charge interest of 5% above the base lending rate. We can also charge dunning costs of 6 Euro.

5. Conditional Sale

We retain the ownership of the sold goods just as long as all existing claims have been accomplished. Taking back these goods doesn't mean the contract has been cancelled. The eventual claims the customer itself gained by reselling the goods, will be ceded to us. If the buyer uses up the ware, so that it gets an integral part of another part, we gain co-ownership to this part. Chattel mortgage or pledging of this part are not allowed. If some third party pledges the goods, our client has to inform us in written form as well as third party involved. He also has to confirm our property rights concerning the goods. If the deposited securities exceed the amount of our outstanding money by 10%, we will deblock securities of our own choice.

The customer is obliged to inform the Geiwiz GmbH about any cession. He also must hand out any documents and informations linked to the case.

6. Implied Warranty

Private customers have the possibility to return goods within 24 months, if they can prove, the parts were defect by delivery. Responsibility for normal abrasion is excluded. The private purchaser can return used parts within 12 months, if he can prove they were defect by delivery. By deals with traders the implied warranty lasts 3 months after delivery. The usual free guarantee depends on the particular manufacturer guarantee. Details can be required from us.

Implied guarantee is excluded for tuning parts, which were taken in use.

In case of justified claims, we have the choice either repairing the defect part or sending an equivalent part.

In dealings with traders, these have to claim obvious defects within 8 workdays after delivery.

Hidden defects have to be claimed within 6 months after delivery. If these time limits are exceeded all guarantee claims are excluded.

In dealings with private persons, obvious defects have to be claimed immediately, but not later than 10 workdays after delivery in written form. Otherways the upper time limit is 6 months.

All illustrations in the catalogue are non-binding with regard to the properties and condition of the represented spare parts.

The implied warranty expires, with any repairing, which was not authorised by the Geiwiz GmbH.

7. Liability

The Geiwiz GmbH is liable for something, only if the claim for compensation is based on premeditated or negligent behavior. The Statutes of the **Product Liability Act** subsist.

8. Data privacy

Business operations data will be saved and, if needed, transferred to partner companies. Private data will be treated strictly confidential.

9. Final Rules

Our registered office (Wuppertal / Germany) is the place of performance and area of jurisdiction. This applies not for deals with private persons. Agreements must be put into writing to come into force. If some of these Terms of Business lose validity, the rest of them keep their virtue. By ordering, the customer assures his full contractual capability. Minors need the approval of their legal agent.