



Terms and conditions of delivery and payment

General Terms and Conditions

1. The general terms and conditions of the buyer do not apply. They shall also not apply, if we do not particularly contradict them.
2. Delivery and charging is based on the terms and conditions valid on the day of shipping, unless there was a binding offer beforehand for the buyer. The day of shipping is the day, when the goods are delivered to the shipper, train, post or to another consignor.
3. In case of express shipment at the buyer's request, the buyer bears the difference between expenses for normal freight and that for the expedited shipping.
4. As far as terms of delivery have been agreed, they do not apply in case of interrupted production processes, especially because of fire, explosion, floodings, engine trouble or regulatory actions and because of force majeure, including strikes, lockouts, warlike or terrorist occasions. The deadline is also cancelled in case of the named occasions at a supplier, who supplies the necessary materials for our products. In the named cases we have the option, to discontinue also another supply without paying compensation. The delivery time is calculated in case of doubt from the day of the order confirmation till the day of the shipping.
5. Partial shipping- and packaging costs will be calculated. A transport insurance takes place only on request and only by reimbursement of costs. In case of orders less than 50,00 EUR net value there will be calculated a small quantity surcharge. In case of credit advice for returning goods, that are for our part unindebted, an amount at most 20% of the net value, but 20,00 EUR minimum for coverage of the internal expenses and the delivery charges will be deducted. If returning goods are not carefully and impeccably packaged, we do not assume liability.
6. We reserve us the proprietary rights of all goods, supplied by us, till the buyer has paid all receivables including interest and costs. Pledge or a transfer to innocent bystanders by buyer are illegal.
7. In case of pledge of our goods by third parties the buyer is required to inform us immediately.
8. If we receive any inappropriate or dissatisfying information about the buyer after the conclusion of contract, we have the right, to terminate the contract because of this reason and / or to claim for our claims and / or the current contract guarantees.
9. Also without negative information we reserve for ourselves, the right to claim prepayment or cash payment for our supplies case by case.
10. In case of payment within 10 days we grant 2% discount. Within 30 days the net billing amount is owed. After 30 days the buyer is automatically and without another reminder in default.
11. If the buyer delays in payment, we calculate at the minimum default charges according to the law (§ 288 I, II BGB). The buyer's default discharges us from another delivery obligation.
12. In case of draft and cheque payment the buyer has to pay the discount charges and all other costs. Also the buyer has to pay draft and cheques which are not covered. Draft and cheques are only accepted on account of performance. Payment is considered to be effected only after credit to our account has been confirmed by our bankers.
13. The buyer is competent to charge against claims, if his consideration is uncontested or legally binding. The buyer's rights of retention are excluded, as far as they do not base on the same contractual relationship.
14. Notices of defects are to be argued immediately, but within 8 days after receipt of the goods at the latest, as far as the buyer is a trader and there are no hidden defects.
15. The statute of limitation of claims for defects is one year. This does not apply, if the defect was withheld fraudulently, there is a guarantee commitment, there are damages based on injury of life, of body or of healthiness or the damage based on a reckless endangerment or fundamental breach on our part or on our representatives or on our performing agent.
16. The claims become invalid by legal terms, independent of previous or subsequent clauses of this contract by injury of life, of body or of healthiness, which are based on a negligent or a nonnegligent violation of duty of our legal representatives or performing agents. The same applies to claims based on fraudulent concealment or those, arisen by an explicit written given warranty.
17. For other damages than claims for defects we are only liable, as far as this is mandatory legally, in case of with intent, of reckless endangerment on our part, our representatives or our performing agents, of injury of life, of body or of healthiness, which are based on our part negligence, our representatives or our performing agents. The same applies to damages, which accrued by fraudulent concealment or accrued in contrary to an explicit written granted warranty.
18. We are not liable for the aimed success at the customer.
19. Our liability for the rest is excluded for ordinary negligence.
20. If we have to take a legal action for enforcement of not paid claims, all other payable claims may be also sued, even if there is no event of default.
21. The customer agrees, that his personal data will be processed and stored, as this is necessary for consummation of this contract. This also applies to settlement of payment.
22. The place of performance is Augsburg.
23. The place of jurisdiction is Augsburg, if the customer runs a business within the meaning of the German Commercial Code (HGB). In this case we are allowed to litigate at the place of main office or branch office of the customer.
24. If the customer has no domestic place of general jurisdiction or if he transfers his place of residence out of Federal Republic of Germany after the conclusion of contract, Augsburg is the place of jurisdiction. This also applies, if the residence of the employer is unknown at the moment of commencement of proceedings.
25. German law applies with the exception of international codifications like for example CISG (Convention on Contracts for International Sale of Goods).

Please consider that the specifications and pictures in the catalog are without obligation. We reserve the right to change the delivery item in relation to the models shown here.

Vers.1-GG



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