

BAYK AG – Terms of Service

§1 General provisions

1. The following terms and conditions of sale apply to all contracts concluded between the buyer and us regarding the delivery of goods. They shall apply to all future business relations, even if they are not expressly agreed again. Deviating conditions of the buyer, which we do not expressly acknowledge, are not binding on us, even if we do not expressly contradict them. The following terms and conditions of sale also apply if we carry out the purchaser's order unconditionally in the knowledge of conflicting or differing conditions of the buyer.
2. In the contracts all agreements made between the buyer and us for the execution of the sales contracts are written down in writing.

§2 Offer and conclusion of contract

1. An order of the buyer is accepted within 2 weeks by sending an order confirmation or by sending the ordered products. Our offers are free and non-binding.
2. In all illustrations, calculations, drawings as well as other documents, we reserve our proprietary, copyright and other proprietary rights.
3. The purchaser agrees to the use of product designs and images provided to us for use on the homepage and for information materials.

§3 terms of payment

1. Our prices are ex works net. A separate disclosure of the sec. VAT is charged in the invoice.
2. The purchase price is payable immediately. In the case of advance payment, a 2% discount is granted from the purchase price.
3. The buyer is only entitled to set-off, even if claims of defect or counterclaims are asserted, if the counterclaims have been legally established, acknowledged by us or are not disputed. The buyer is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.
4. We have the right to demand advance payments and security payments. We are entitled to withdraw from the contract if the buyer has made false statements about his creditworthiness or the creditworthiness is not given according to objective information. The Purchaser's claims for damages arising from this rescission are excluded.
5. If the service is to be effected more than six months after conclusion of the contract and in the meantime our sales prices have changed, an adjustment of the purchase price can be made without the purchaser being entitled to withdraw

§4 Delivery and service time

1. Delivery dates or deadlines are exclusively non-binding. The Purchaser must fulfill all obligations (co-operation) which he is obliged to meet in a timely manner.
2. We are liable to the buyer in case of delay in delivery according to the statutory provisions, insofar as this is based on an intentional or grossly negligent violation of the contract. Our liability is limited to the foreseeable, typically occurring damage, if the delivery delay is not based on a deliberate violation of the contract for which we are responsible.
3. In the event that a delay of delivery for which we are responsible is based on the culpable violation of a material contractual obligation, we are liable according to the legal provisions, with the proviso that in this case the liability for damages is limited to the foreseeable, typically occurring damage.
4. In the event of a default of delivery for which we are responsible, the buyer can claim a flat-rate compensation of 3% of the delivery value, but not more than 15% of the delivery value, for each completed week of delay.
5. Any further liability for a delay of delivery for which we are responsible shall be excluded.
6. We are entitled to partial deliveries and partial services at any time, as far as this is reasonable for the customer.
7. If the buyer is in default of acceptance, we are entitled to demand compensation for the damage incurred and any additional costs. The same applies if the buyer culpably violates cooperation obligations. Upon the occurrence of the acceptance or debtor default, the risk of accidental deterioration and accidental loss will pass to the buyer.

§5 Transfer of risk - shipping / packaging

1. Unloading and shipping are uninsured at the risk of the buyer. The risk of deterioration or accidental loss will be transferred by handing over, in the case of the purchase of the goods by handing over to the freight forwarder or the person otherwise authorized to dispatch the goods. This also applies if we have accepted the costs of the shipment or carry out the dispatch with our own vehicles.
2. We do not take back transport and all other packaging in accordance with the Packaging Ordinance. The purchaser shall provide for disposal of the packaging at his own expense.
3. If shipment is delayed at the request or due to fault of the buyer, we store the goods at the cost and risk of the buyer. In this case the display of the readiness for shipment is the same as the dispatch.



§6 Warranty / Liability

1. The warranty period for all our products is 2 years. Excluded from this are the batteries installed in the products. A warranty period of one year applies to batteries.
2. Buyer's claims for defects shall only exist if the purchaser has properly complied with his obligation to inspect and report defects, including transport damage, as per § 377 HGB.
3. In the case of the correction of the defect, we shall bear the necessary expenses if this does not increase because the object of the contract is located at a place other than the place of performance.
4. The warranty claims of the purchaser expire one year after the delivery of the goods to the buyer, unless we have concealed the defect fraudulently;
5. In the case of complaints, payments by the Purchaser may only be withheld to the extent that they are proportionate to the defects found.

§7 Retention of title

1. The delivered goods (reserved goods) remain our property until the fulfillment of all claims, including all balances due from current account which are due to us against the buyer now or in the future.
2. The purchaser shall treat the reserved goods carefully and insure them at his own expense against fire, water and theft damage at his own expense. Maintenance and inspection work, which is necessary, must be carried out by the buyer at his own expense in time.
3. Pledges or security surrenders are not permitted. The buyer is already fully liable for the claims arising from the resale or any other legal basis (insurance, tort) with respect to the reserved goods (including all balances due from current account); We accept the assignment. We hereby authorize the purchaser to revoke the claims assigned to us for his account in his own name. The collection authorization can be revoked at any time if the buyer does not properly fulfill his payment obligations. The buyer is also not entitled to assign this claim by means of factoring for the purpose of the receivables claim, unless the obligation of the factor is justified to effect the consideration in the amount of the claims directly to us as long as claims from us Against the buyer.
4. Any processing or transformation of the reserved goods by the purchaser will in any case be undertaken for us. If the reserved goods are processed with other items not belonging to us, we acquire the co-ownership of the new item in the ratio of the value of the reserved goods (invoice amount including VAT) to the other processed items at the time of processing. The same applies to the new goods which are produced by processing. In the case of the inseparable mixing of the reserved goods with other items which we do not belong to, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice amount including VAT) to the other mixed items at the time of the mixing. If the buyer is to be regarded as the main item as a result of the mixing, the buyer and we agree that the buyer transfers us proportionate co-ownership to this item; We hereby accept the transfer. The purchaser shall keep our sole or co-ownership in a case for us.

§8 Place of performance, jurisdiction, applicable law, other

1. Place of performance and jurisdiction for deliveries and payments (including checks and bills of exchange) as well as all disputes arising between us and the buyer from the sales contracts concluded between us and the customer is our registered office.
2. Relations between the Contracting Parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The application of the uniform law on the international purchase of movable property as well as the law on the conclusion of international purchase agreements on movable property is excluded.
3. We are entitled to use or to use data of the goods and payment traffic with the buyer under observance of the data protection regulations.
4. Should one or more of these provisions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.