4. Liability for defects
(a) The client is obliged to examine the delivered goods immediately following delivery, and to notify us immediately, and in writing, of any existing defects (at the latest, by the third working day following the delivery). Defects which, contrary to the above obligation, are notified too late will not be entertained by us and will not be covered by the warranty. Notices of defect will only be acknowledged if lodged in writing and addressed to ourselves. Notices of defect lodged with field staff, shippers or other third parties shall be invalid.
(b) The supplier’s prior agreement must be obtained if it is necessary to return goods to the supplier in the event of a defect. The supplier need not accept returns which are sent without his prior agreement. In that event, the client will bear the costs of the return shipment.
(c) The provisions governing the delivery period will apply accordingly in the event that, based on a justified notice of defect, a retroactive improvement or replacement delivery is made.
(d) The client shall have the following rights based on the existence of a defect which has been determined as such, and which has been notified by means of a valid notice of defect:
(i) In the event of a defect, the client shall initially be entitled to demand retrospective performance from the supplier. In this regard, the supplier is entitled to choose whether to deliver a replacement object or to remedy the defect.
(ii) Furthermore, if a retrospective performance attempt fails, the supplier may make a further retrospective performance attempt, and again may make a choice in this regard. The client shall only be entitled to repudiate the contract or reduce the purchase price once the repeated retrospective performance attempt has failed.
(iii) Any further rights are ruled out unless the supplier is guilty of premeditation or gross negligence.
(e) The warranty period is one year from the date of delivery. The client must, under all circumstances, prove that the defect was already present at the time of delivery.
(f) In case of any return shipments DIRAK is allowed to charge handling expenses.

5. Other liability in respect of breach of duty by the supplier
Without prejudice to the provisions governing the warranty or other special arrangements contained in these provisions, the following shall apply in cases where the supplier is in breach of duty:
(a) The client must set the supplier an appropriate retrospective performance deadline for the breach of duty; this deadline must not be under three weeks.
(b) The client may only repudiate the contract and/or demand damage compensation once the prospective performance deadline has elapsed without success.
(c) The client may only enforce a damage compensation claim in cases of gross negligence, intentional or negligence during the performance of an order by the supplier. Damage compensation in place of the service (in the case of non-performance, § 280 III in conjunction with § 281 German Civil Code) and delayedate damage (§ 280 I in conjunction with § 286 German Civil Code) shall be limited to the negative interest, while damage compensation for a service which has not been performed, or which has not been performed in the manner owed (§ 282 German Civil Code), shall be limited to the amount of the purchase price.
(d) The supplier is required to make a refund in respect of the delivery costs caused by the delay (especially warehousing charges).
(e) The supplier is not obliged to insure the consignment against transport damage, or to arrange for such insurance, unless the supplier has given such an undertaking in writing.

6. Exclusion of procurement risk and guarantees
The supplier does not assume any procurement risk or any guarantees of any kind unless a specific written agreement has been entered into with the client.

7. Prices
Prices will be invoiced from the supplier’s principal place of business in EUR excluding the relevant applicable turnover tax.

8. Payment terms
(a) All the supplier’s invoices shall be payable within 30 days of invoice date net. The deduction of a discount as well as any other amendment to this term shall require prior written agreement.
(b) In case a buying party is in delay with his payment, we are charging an administration fee of 5/10/20 Euro for each reminder.
(c) An additional default interest has to be paid according to legal provisions. We also reserve the right (in accordance with Section 288 (5) of the German Civil Code) to claim payment of a lump sum of €40.00.
(d) The exercise of a right of retention or offsetting shall be ruled out unless the counterclaim is undisputed or has been legally determined in a non-appellate manner.

9. Reservation of title
All goods delivered by the supplier shall remain the supplier’s property until the purchase price has been paid in full, and until all other claims deriving from the business relationship have been met in full (extended reservation of title). Any disposal by the client, regardless of the manner of such disposal, of the goods of which title is reserved, shall only be permitted in the context of the client’s normal business dealings. The goods may not, under any circumstances, be transferred to a third party by means of security.

10. Place of performance and legal venue
(1) If the client is an entrepreneur or a legal entity under public law, or a special fund under public law, the supplier’s principal place of business shall be the sole legal venue for all disputes arising directly or indirectly from the contractual relationship. Furthermore, each contracting party shall be entitled to sue the other party at the party’s general legal venue.
(2) All agreements between ourselves and our contract partners/ clients must be in writing. This also applies to setting aside the written form requirement.
(3) The law of the Federal Republic of Germany shall apply in all cases, in particular also in cases of cross-border deliveries. The provisions of the UN Purchase Law shall not apply.

12. Partial nullity
Should contractual agreements be or become wholly or partially invalid, or should it turn out that there is a loophole in the contract, the validity of the remaining contractual agreements shall not be affected thereby. In such a case, the contract parties are obliged to replace the invalid contract provision with a valid one and, to close the contract loophole with a provision which most closely approximates to the commercial intention.