

General Terms and Conditions (T&C) 08/2020

ORTHO-SYSTEMS Thomas Böckh, P.O. Box 1201, 85542 Kirchheim, Germany; Merowingerstr. 14, 85551 Kirchheim, Germany. August 2020.

§ 1 General

The sales, services, deliveries and offers of ORTHO-SYSTEMS Thomas Böckh are subject exclusively to the following general terms and conditions, unless otherwise agreed to in writing. These terms and conditions are regarded as accepted, at the latest upon receipt of the goods or service. They also apply to future business transactions within an ongoing business relationship, even if not expressly repeatedly agreed upon. Any other customer terms and conditions which deviate from these are only effective if they have been confirmed in writing by ORTHO-SYSTEMS Thomas Böckh. The same applies to changes and additions to these general terms and conditions. To avoid delays and incorrect deliveries, always quote the product name, size and weight class details when ordering.

§ 2 Offer and Conclusion of Contract

Our offers are subject to change without notice and are not binding. A contract is only concluded when the order placed with us has been either confirmed in writing or when we indicate, by delivering the goods, that we have accepted the order.

§ 3 Prices, Delivery and Payment Terms

All quoted prices are net (without value-added tax) and, unless otherwise stated, free of shipping costs within Germany for orders over € 250.00. Delivery times quoted in the order confirmation are approximate and not binding. Partial deliveries are permitted. In the event of acts of God, force majeure, labor strikes, raw material shortages, industrial disorders, war or other circumstances beyond our control, we are entitled to delay the order in whole or in part without the purchaser being entitled to compensation. Misprints and other errors in the compilation of the price list are subject to correction. Unless otherwise stated, payment shall be made in advance or per invoice with a payment period of 30 days (receipt of payment) from the invoice date (or 8/10/14 days in the case of an applied deduction). For late payments, we charge at least 8% penal interest from the due date. It is not permissible to return or exchange products except in their original packaging.

§ 4 Acceptance and Transfer of Risk

The customer must check the goods for completeness and damage immediately on receipt. If a complaint is not received by us within 8 days of the delivery date, the goods are deemed accepted. The transfer of risk to the purchaser takes place at the time the goods are consigned (including deliveries free of shipping charges). For deliveries which are not accepted by the ordering party, we charge a processing fee of € 25.

§ 5 Reservation of Ownership

The goods are sold under reservation of ownership. ORTHO-SYSTEMS Thomas Böckh reserves ownership of the delivered goods until all claims arising from the business transaction with the purchaser have been paid in full. If goods delivered under reservation of ownership are combined by the purchaser with other articles in such a way that both become integral components of an article, then we acquire co-ownership of the new article in proportion to the invoice price of the delivered item(s). The purchaser is entitled to transfer the goods subject to reservation of ownership in the ordinary course of business. However, he immediately cedes all outstanding claims from the recipient which result from this transfer, to the amount of the purchase price, and forwards this to ORTHO-SYSTEMS Thomas Böckh. It is not permissible to pledge or assign ownership as security. The purchaser is obliged to inform us immediately of any actions on the part of third parties that prevent settlement of the account. In the event that goods delivered under reservation of ownership are resold, the purchaser is prohibited from making any agreement with the second seller that the purchase price due from the re-sale is non-transferable or may only be transferred with consent of the second seller. The purchaser bears all costs that we incur as a result of re-acquisition of the reserved property. If we make use of our right to restitution, we are entitled to sell the repossessed article for the highest possible return, irrespective of the purchaser's payment obligations.

For goods delivered without an invoice, ORTHO-SYSTEMS Thomas Böckh reserves the right to demand their return at any time.

§ 6 Warranty

The seller guarantees that the goods are free from defects in materials and workmanship which would render the goods unusable or limit their normal use, providing the warranty has not been limited or revoked by previous suppliers. The warranty is void if the customer or a third-party employs, maintains, repairs, uses or modifies the contractual product in an unsuitable manner or subjects it to conditions that do not conform to the specifications, weight / size / functional classifications and/or instructions for use. If a reported defect is found not to be covered by the warranty, the costs for inspection and repair will be invoiced at the current service charge rate of ORTHO-SYSTEMS Thomas Böckh. Provided there are no further claims, at our discretion we will either repair, replace or credit parts that, within 6 months after delivery and as a result of circumstances occurring before the transfer or risk, are found to be unusable, or whose usability is considerably impaired, in particular because of defective design, materials or workmanship. The discovery of such deficiencies must be reported to us immediately in writing. Replaced parts remain our property as long as we have reserved ownership. Further claims of the purchaser, in particular claims for compensation for damaged objects other than the delivered item itself, are inadmissible, unless they are the result of malicious action or gross negligence. All goods are tested before they leave our premises.

Transport damage:

The customer is obliged to check shipments immediately upon delivery for damage or obvious defects. Any discoveries must be immediately pointed out to the courier (e.g. parcel service or shipping agent) and noted on the freight documents. All defects and transport damage must also be reported to us in writing within 8 days. The damaged goods remain with the recipient until evaluation by an adjuster. Subsequent complaints cannot be considered.

Custom orders:

Goods that have been ordered and manufactured according to the customer's individual specifications are regarded as custom orders. They are excluded from exchange or credit.

Custom fabrication:

Central fabrication of individual components or entire orthopedic appliances (e.g. orthoses, prostheses), which have been custom-made per customer commission, are regarded as custom fabrications. They are excluded from exchange or credit.

Returns and Credits:

Return of shipments for credit are only permitted within 6 months of the invoice date. Returns must be sent postage paid in their original packaging, free of defects and in faultless condition. Any damages or defects can reduce the amount of applicable credit. A processing fee of 24.00€ to 46.00€ may be charged for returns or exchanges. For advance payment orders, the full amount can be withheld up to a maximum of 50% of total invoice amount. Credits are issued once a month and not before the early payment discount period has expired.

§ 7 Applicable Law, Partial Invalidity

Our terms and conditions and the entire legal relationship between us and the customer are subject to the laws of the Federal Republic of Germany. If a provision of these terms and conditions or a provision within the framework of any other contract is or becomes invalid, it does not affect the validity of the remaining provisions or contract. The place of jurisdiction is Munich.