

General Terms and Conditions of Delivery and Payment - valid from 01.04.2023

1. General:

These terms and conditions of delivery and payment apply exclusively to all deliveries and services, even if the customer expressly stipulates otherwise.

Our silence regarding the customer's terms and conditions shall in no case be deemed acceptance or agreement.

2nd prizes:

The prices listed in price lists, offers, and order confirmations for SCHICK INDUSTRIE products are subject to change and are non-binding price recommendations. Prices are quoted in EURO, excluding shipping costs and statutory VAT. The prices valid on the day of delivery will be charged; price changes are expressly reserved. For export transactions, prices are ex works (EXW Incoterms 2010), excluding VAT and customs duties. Upon publication of a new price list, its changes also apply to all previous offers and price lists.

3. Shipping / Transfer of Risk:

Orders are considered accepted once they have been confirmed by us in writing.

Delivery dates are given to the best of our knowledge, but are non-binding unless expressly confirmed by us. Goods are shipped on the basis of EXW Incoterms 2010. If requested by the customer, SCHICK INDUSTRIE will arrange shipping on a voluntary basis. The costs for this will be invoiced to the customer.

4. Payments:

The customer agrees that we may, if necessary, obtain information about their creditworthiness and financial circumstances. In the event of a negative report, we reserve the right to deliver the goods only against prepayment.

Invoices are issued in EURO. Unless otherwise expressly agreed, invoices are due for payment within 30 days of the invoice date without any deductions. In the event of late payment, SCHICK INDUSTRIE may charge interest at a rate of 5% above the LIBOR rate. During the period of late payment, SCHICK INDUSTRIE is not obligated to make any further deliveries.

The customer is not entitled to rights of retention or set-off against counterclaims unless these have been legally confirmed. Other discounts or rebates, such as cash discounts, are only granted by special agreement. The customer may only deduct agreed discounts if they are not in default on any other payments.

5. Minimum order value:

The minimum order value is €50 per order, calculated from the value of the goods.

6. Resignation:

We reserve the right to withdraw from the contract (before and after delivery), insofar as it

If it becomes apparent that the customer is not fulfilling their payment obligations, or in the event of uncertainty pursuant to Section 321 of the German Civil Code (BGB), we are entitled to return the goods, insofar as they have been delivered.

7. Right of return for ordered and delivered goods:

Returns of delivered goods are only possible with the consent of SCHICK INDUSTRIE within 14 days of receipt – unused and in original packaging. A processing fee of 20% of the net value of the goods will be charged, with a minimum of €20. For any...

Damage to returned goods will incur additional reprocessing costs.

Returns with a value of less than €50 cannot be credited.

For cancellations of already confirmed orders, a processing fee of 10% of the net value of the goods will be charged.

8. Retention of title:

The delivered item remains our property until all claims arising from the business relationship with the customer have been paid in full.

Until ownership is transferred, the customer must insure the goods as third-party property and mark them as the property of SCHICK GmbH.

The customer may neither pledge nor assign the goods subject to retention of title as security. In the event of attachments, seizures, or other dispositions, the customer must notify us immediately.

In the event of a breach of contract by the customer, in particular in the case of existing or existing payment default, we are entitled to exercise our retention of title. This also applies if the customer is over-indebted or has ceased payments, if insolvency proceedings are initiated against their assets, or if there is any other significant deterioration in their financial circumstances.

The assertion of our retention of title and the seizure of the object subject to retention of title by us shall not be deemed a withdrawal from the contract.

The customer is entitled to resell the goods subject to retention of title in the ordinary course of business and under its normal terms. In the event of resale, the customer hereby assigns to us its claims arising from the resale up to the amount of our invoice value (including VAT). We hereby accept this assignment. The customer remains authorized to collect these claims even after the assignment. If the customer defaults on payment, if insolvency proceedings are initiated against the customer, if the customer is over-indebted, suspends payments, or if there is any other significant deterioration in its financial circumstances, the right to resell and the authorization to collect shall expire. In this case, we may also exercise our unaffected right to collect the assigned claims ourselves and demand that the customer notify its debtors of the assignment. Notwithstanding the foregoing, we may at any time demand that the customer disclose to us the assigned claims and their debtors, provide all information necessary for collection, and hand over the relevant documents.

9. Repairs:

Repair estimates are provided upon customer request. If the estimate is not approved, a fee of €40 (plus shipping and handling) will be charged. Devices are returned disassembled. Upon request, devices can be returned reassembled for an additional €40 processing fee. Products for which an estimate has been prepared will be scrapped after 6 months if we do not receive any notification from the customer. Repairs will not be carried out if the repair costs would exceed half the price of a new product. The product will be returned with the next repair or new purchase order.

The time spent troubleshooting is chargeable and must be borne by the customer, even if the reported fault is not found during the inspection, a required spare part is no longer available, or the order is cancelled by the customer during the inspection.

10. Warranty / Liability:

Warranty service is provided in accordance with the warranty terms and conditions, which are part of the warranty certificate. Warranty claims can only be made if they are reported to us immediately in writing and a copy of the delivery note or invoice with the corresponding serial number is submitted as proof of sale.

Justified defects will be remedied by repair or replacement. Claims for consequential damages due to a lack of characteristics or a defect are excluded unless we have explicitly guaranteed these characteristics or the absence of defects.

Warranty claims are only valid for the original purchaser and are non-transferable. In commercial transactions, the warranty period is 12 months.

Unless otherwise agreed in the contract, we provide a warranty of 6 months for used goods.

The customer is only entitled to compensation if SCHICK INDUSTRIE acted intentionally or negligently. SCHICK INDUSTRIE is liable only for foreseeable damages, and in total only up to the amount of the respective purchase price.

Limitations of liability do not apply in cases of injury to life or health. Claims for indirect damages are excluded to the extent permitted by law.

In the event of a claim by a third party, the customer shall indemnify us. This indemnification applies to all claims based on the customer's use of the goods.

11. Force Majeure

Events of force majeure that significantly impede performance or render it temporarily impossible entitle us to postpone fulfillment of our obligations for a reasonable period corresponding to the duration of the impediment. Industrial action and similar circumstances are considered equivalent to force majeure, provided they are unforeseeable, serious, and beyond our control.

12. Warranty conditions

SCHICK INDUSTRIE provides a 12-month warranty starting from the date of purchase, whereby we will repair free of charge any defects demonstrably caused by material, design, or manufacturing flaws, provided the defective devices are sent to us. We expressly disclaim any other or further liability.

Parts subject to natural wear and tear are excluded from any warranty.

Likewise, we disclaim all liability for improper handling of the devices.

The warranty is void if the buyer or any third party makes any modifications or alterations to the device. **A copy of the invoice or delivery note, clearly showing the serial number, must be included with the returned device.**

13. Place of performance, jurisdiction, applicable law, severability clause:

The place of performance for both parties is Biberach/Riß. German law applies.

Rights arising from the contractual relationship against us may only be assigned with our prior written consent. We reserve the right to unilaterally amend these Terms and Conditions at any time if we deem it necessary or if required by law.

Changes and additions to these terms and conditions or the contract must be in writing and must be expressly marked as such.

Should any provision of these brokerage terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the applicable statutory provision.