

Sinnack Backspezialitäten GmbH & Co. KG (Sinnack) General Terms of Business

§1 Validity of terms

1. The deliveries, services and offers from the company Sinnack take place exclusively on the basis of these terms of business.
2. We are only obliged to accept the purchaser's general terms of business if we agree to them in writing. Objection to validity is not necessary for the individual case.
3. Our general terms of business also apply to all future business with the same client, without them having to be sent to the purchaser again, including if we have not explicitly made reference to the terms.
4. Side arrangements, amendments and supplements are only valid if they are confirmed by us in writing. The same applies to the assurance of properties.

§2 Prices

1. The prices are net prices in € and are to be understood excluding the legal VAT. The prices are ex-works prices, unless other arrangements are made in writing.
2. If the agreement payment terms are not met, the standard bank interest rates will be charged without sending a reminder.

§3 Delivery and service time

1. The dates and lead times we state are non-binding, unless other arrangements are made in writing.
2. The agreed delivery date only begins when all of the documents, authorisations and approvals to be gained have been received. The lead time is met when the goods have left our premises punctually or if notification that the goods are ready for despatch has been issued. We are entitled to provide partial deliveries and partial services as long as the purpose of the contract is not threatened. The delivery obligation and lead times are put on hold if the purchaser defaults on a payment from a business transaction or is in arrears for any other reason.
3. We are not responsible for delivery and service delays due to Acts of God and incidents that make delivery difficult or impossible (this includes subsequent development of raw material and fuel faults, operational disturbances, strikes or lockdown and authority arrangements, including if these incidents occur to our suppliers or sub-suppliers), even if binding agreements for lead times and dates have been made. These incidents entitle us to postpone the delivery or service by the period of the hindrance plus an appropriate start-up period or to withdraw fully or partially from the contract due to non-fulfilled part.
4. The ordering party can only claim replacement of damages due to non-fulfilment if we have caused damages due to intent or gross negligence. Further liability according to §287 BGB (German Civil Code) is excluded.

§4 Transfer of risk

1. The risk transfers to the ordering party as soon as it is handed over the person performing transport or has left our premises for the purpose of despatch. If shipment becomes impossible due to no fault of our own, the risk transfers to the ordering party upon notification that the goods are ready for despatch. If Sinnack is bearing the transport risk, the purchaser must notify any transport damages immediately to the transport company and gain confirmation. Certificates/damage protocols must be promptly sent to Sinnack.

§5 Reservation of title

1. The goods we supply remain our property up until full settlement of all invoices. The ordering party is entitled to resell the goods in a proper business transaction. The ordering party hereby surrenders all claims resulting from the resale to the company Sinnack.

§6 Payment

1. The invoices are payable 30 days after issue of the invoice without discount, if no other agreements are made.

2. Despite a different stipulation by the ordering party, we are entitled to allocate payments to older debts first. If costs and interest have accrued, we are entitled to allocate payments to the costs, then interest and then to the main payment.

§7 Court of jurisdiction

1. The court of jurisdiction for both parties is Bocholt.