

General Terms and Conditions of priomold GmbH – hereinafter referred to as priomold.

1. The following General Terms and Conditions are the basis for all business transactions carried out with priomold. Other conditions are only valid if they have been accepted by priomold in writing.
2. Offers made by priomold are subject to change without notice and are not binding until priomold has issued a written order confirmation. An order is considered to have been accepted once it has been confirmed in writing by priomold. Additions, amendments or verbal subsidiary agreements also require written confirmation from priomold to be effective. Offers are valid for the CAD data provided by priomold at the time of the offer was made. In the event of changes to the CAD data, an adapted offer must be obtained.
3. Unless otherwise agreed, the prices are ex works. We reserve the right to increase prices due to official charges or general cost increases. Shipment shall be at the customer's expense and risk. Even in the case of postage paid shipment, the customer bears the risk of shipment. If a faster method of shipment is requested after confirmation of the order, the customer shall bear the additional costs – even if the delivery time is exceeded by a short period of time. Insurance will only be taken out at the request of the customer and at their expense.
4. Unless otherwise agreed, payment must be made within 14 days without deduction. Bills of exchange will only be accepted if this is specified when the order confirmation is issued. A bill of exchange which is not immediately discountable is not eligible for payment. Bills of exchange and acceptances shall only be deemed to be a fulfilment of the payment obligation once they have been honoured. All related incidental costs shall be borne by the customer. The object of the delivery and its contents shall remain the property of priomold until payment has been received in full. In the case of multiple deliveries, this reservation of title only expires once the purchaser has paid for all other deliveries. Payment must be made independently of the receipt of goods. The retention of payment or the offsetting of any customer claims is excluded. If the customer remains in arrears with a payment at a time agreed upon at the time of purchase, all payment obligations to priomold, if any, become due immediately without the need for further proof of default. In the event of default by the customer, the usual bank interest will be charged.
5. Priomold reserves the right to deliver in all cases. The delivery dates stated in offers or order confirmations are considered approximate, unless priomold has expressly confirmed a specific delivery date in writing. In cases of force majeure or official orders rendering contract fulfilment impossible, priomold is entitled to withdraw from the contract in whole or in part, without the customer being entitled to compensation for any damages. Failure to comply with confirmed delivery dates shall only entitle the customer to withdraw from the contract if the customer has granted the supplier a period of grace of at least 4 weeks in writing after expiry of the delivery period under threat of withdrawal. Claims for compensation due to non-performance are excluded. If a delivery period has not been explicitly agreed upon, priomold has the right to demand acceptance of the goods 3 months after the day of the order confirmation, with a 14-day notice period, or to withdraw from the contract and claim damages.
6. priomold is entitled to withdraw from the contract without notice or to change the terms of payment if
 - a. the customer is in default of payment for earlier deliveries, in particular if the bill of exchange submitted by the customer is disputed or cheques are not covered
 - b. the customer's commercial enterprise is transferred to another (legal) person after conclusion of the contract: such a transfer must be immediately reported by the customer
 - c. priomold becomes aware of disadvantageous circumstances regarding the customer's solvency after conclusion of the contract.
7. Partial deliveries are permissible.
8. If the customer does not fully accept a clearly defined order quantity, priomold is entitled to charge a surcharge for small quantities.
9. Notifications of defects of any kind are, unless excluded by these conditions, only legally effective if the goods are examined by the recipient immediately after receipt at the receiving station and any defects are brought to priomold's attention in writing within 7 days. In the event of a notice of defect, samples of the goods complained about shall be sent in free of charge. In case of a complaint acknowledged by priomold, it will take back the delivered goods. It shall not be obliged to pay damages or to make a replacement delivery.
10. priomold only provides warranty for proven processing errors that lead to the uselessness of the delivered goods. The warranty is limited to the fastest possible replacement free of charge. Priomold does not guarantee the suitability of the qualities of raw material proposed by them for the intended use. Likewise, priomold makes no guarantees whatsoever with regard to all goods and services for the respective intended use. It refers the reader to the raw material suppliers' information sheets, which are made available to the customer free of charge upon request. The customer is responsible for the inspection of the goods for the intended purpose. Assertion by the customer of damages caused by delay is excluded, as is the assertion of shipping costs. The return of defective goods requires the consent of priomold. Otherwise, the customer shall bear all costs arising from the return shipment. Rejected goods are only taken back by priomold in a condition corresponding to the delivery; any liability for damages caused by improper handling after leaving the factory is excluded.
11. Blanks or other accessories must be delivered to priomold free of charge and free of expenses. They will be handled with the necessary care, however, no guarantee can be given for return delivery of the full number of items. Any rejects arising during processing are to be supplied by the customer free of charge. Excess raw material is disposed of after 1 year. In the event of late or insufficient delivery of blanks, the customer is obliged to reimburse any additional costs resulting from this. priomold reserves the right to interrupt the production in such cases and to only resume it at a later date.
12. If priomold has to deliver objects based on drawings, models, CAD data or samples handed over by the customer, the customer shall guarantee to priomold that the production and delivery of the objects does not violate the property rights of third parties. If priomold is forbidden by a third party to manufacture and deliver objects that are produced based on the customer's drawings, models and samples, priomold is entitled, without being obliged to check the legal situation, to stop the production and delivery and to demand compensation for the costs incurred, excluding all claims for damages by the customer. The customer is obliged to indemnify priomold from claims for damages by third parties immediately.
13. Submitted samples or drawings will only be returned on request. If an order is not placed, priomold is allowed to destroy samples and drawings 3 months after the submission of the offer.
14. Designs and other proposals, drafts, software, drawings, tools and aids which priomold produces remain the property of priomold. In return, priomold undertakes to use tools and aids only for the respective customer and to not make them accessible to third parties.
15. The place of performance for all legal transactions for both parties is Schömburg (b. Neuenbürg), the place of jurisdiction is Stuttgart.
16. Other agreements, including those with representation by priomold, are only valid if they are confirmed in writing by priomold in all parts. The above terms and conditions of sale are binding for the customer even if they are familiar with them from previous transactions or offers.
17. If one of the above provisions becomes invalid, the validity of the other provisions shall not be affected.