

1. General Terms and Conditions

The following terms and conditions apply exclusively to the conclusion of contracts for all current and future offers and sales. Deviating general terms and conditions of the customer will only be accepted if they have been confirmed in writing by Prechter+Renner. Our offers are not binding. All orders and agreements shall only become binding upon written confirmation by Prechter+Renner or upon shipment of the goods. We reserve the right to deviate from technical specifications, dimensions and illustrations in our catalogue or on our homepage due to changes in DIN standards as well as due to technical production adjustments and the resulting improvement of our products. The customary tolerances apply to the dimensions and specifications of our products. The goods are deemed to be faultless if the proportion of missing parts and a possible quantity difference of +/- 5% is not exceeded. We reserve the right to change the delivery quantity by +/- 15% if a deviation from the order quantity is necessary due to the supply chain.

2. Delivery Time

An obligation to supply goods and services exists only for confirmed orders. The delivery deadline shall be deemed to have been met when the goods are dispatched; if goods cannot be dispatched on time through no fault of our own, the deadline shall be deemed to have been met upon notification of readiness for dispatch. Claims for damages due to late delivery are excluded. Force majeure, operational disruptions, strikes or other obstacles for which we or our suppliers are not responsible shall release us from the obligation to deliver for the duration of the disruption and its effects.

3. Prices

All prices apply to deliveries ex works, excluding packaging, plus statutory VAT, and are calculated in euros, unless otherwise agreed. Prechter+Renner reserves the right to adjust the prices according to the material and labour costs valid on the day of delivery. The prices quoted for items made of E-copper are based on the MK quotation of EUR 127.00 per 100 kg. The prices for items made of brass are based on the brass quotation MS 58 St.2 of EUR 127.00, plus processing and purchase costs of EUR 66.00 per 100 kg. The calculation of the metal surcharge is based on the current daily quotation on the day the order is received. The prices for insulated ferrules and connectors from 0.25 to 6 mm² are fixed prices without metal surcharge. Metal surcharges for cable glands and accessories as well as for protective conduits and conduit fittings must be separately requested. Our minimum order value is EUR 15.00 net. Orders below this value are charged at a flat rate of EUR 15.00.

4. Shipping and Packaging

The risk shall pass to the customer as soon as the goods leave the warehouse of Prechter+Renner. Partial deliveries are permitted unless the customer expressly objects to this.

5. Returns

A return of custom-made products, punched and printed articles or articles that are not included in our catalogue or on our homepage is excluded. Prechter+Renner is willing to take back items that are free of defects and in their original packaging within 14 days of delivery and by prior arrangement. The goods must be returned carriage paid. Returns shall be made against a credit note. The costs for incoming goods inspection and restocking amount to 15% of the value of the goods, but at least EUR 7.50.

6. Payment

Unless otherwise agreed, our invoices are payable within 30 days of the invoice date, but not before the fulfilment of delivery. We grant a 2% discount for the payment within 14 days. If the term of payment is exceeded, we charge interest on arrears at a rate of 2% above the ECB base rate. The withholding of payments or offsetting due to counterclaims that have not been legally established or disputed by Prechter+Renner is excluded. If the Customer is in default of payment or if we become aware of circumstances that call the Customer's creditworthiness into question, our claims shall become due immediately, notwithstanding the above payment terms. If the Customer does not offer advance payment or other securities, Prechter+Renner shall be entitled to withdraw from the contract. All bank charges shall be borne by the customer.

7. Retention of Title

The goods shall remain the property of Prechter+Renner until all claims arising from the business relationship are paid in full. In the event of resale of the goods subject to retention of title by the customer, the customer hereby assigns to us the claims against third parties arising from the resale up to the amount of our claims. If our goods subject to retention of title are combined with other items to form a single item, we shall acquire co-ownership of this new item in the ratio of the value of the goods subject to retention of title to the other processed items.

8. Warranty

The customer must inspect our goods immediately. Obvious defects must be labelled on the shipping document upon acceptance of the delivery and signed by the deliverer. Recognisable defects must be reported by the customer in writing within eight days of receipt of the goods at the latest. Defects that are not discovered even after careful inspection must be reported immediately after discovery. If this period is exceeded or if the delivered goods are improperly handled or processed, all claims for defects shall be declined. The right of complaint shall expire in any case after the cessation of the statutory period. In order to fulfil any warranty claims we may have, we shall be entitled to assign our warranty claims against the manufacturer or upstream supplier to the customer, to repair or replace the goods at our discretion. The customer must grant us the necessary time and opportunity to remedy the defect. If he refuses to do so, we shall be released from our liability for defects. If a notice of defects is asserted, which is beyond doubt justified, payments by the purchaser may only be withheld to an extent that is in reasonable proportion to the defects that have occurred. Further claims of the purchaser against Prechter + Renner or its vicarious agents are excluded, especially a claim for compensation for damage which has not occurred to the delivery item itself.

9. Place of Performance and Jurisdiction, Applicable Law

The place of fulfilment for delivery and payment is Wimsheim. All disputes arising directly or indirectly from the contractual relationship shall be settled by the court in Wimsheim. German law forms the basis of the contract.

