
GENERAL TERMS AND CONDITIONS

The basis of a good business relationship is not the terms of delivery and payment, but communication, cooperation and mutual trust. Nevertheless, we cannot avoid agreeing on some points deviating from or supplementing the legal regulations for all business transactions with our customers.

1. IN GENERAL

These General Terms and Conditions (GTC) are an integral part of all offers, services, deliveries and contracts of the company GOLEM-Kunst und Baukeramik GmbH (hereinafter referred to as GOLEM GmbH), including consulting services, information, etc., also in current and future business relations, in their respective current status. In all other respects, the provisions of the German Commercial Code (HGB) for commercial transactions between registered traders shall apply to all supply contracts.

GOLEM GmbH reserves the right to change and / or extend the general terms and conditions as required by the legal provisions. They are recognised as binding upon conclusion of the contract. Any contradictory terms and conditions of the buyer are expressly excluded. Subsidiary agreements, amendments or supplements to the contract are only valid if they have been confirmed in writing by GOLEM GmbH. Both consumers and entrepreneurs are buyers within the meaning of these terms and conditions.

2. OFFER AND ACCEPTANCE (COMMISSION)

The order is placed by returning the offer confirmed in writing to GOLEM GmbH by post, e-mail or fax. GOLEM GmbH is entitled to refuse the acceptance.

The conclusion of the contract is subject to the condition precedent of the receipt of the down payment specified on the offer to the account of GOLEM GmbH. If the confirmation of the offer and the down payment have been received, GOLEM GmbH will send an order confirmation to the client.

GOLEM GmbH does not assume any warranty for the correctness of the offered articles, quantities and numbers of items. The correctness must be checked and confirmed by the client. We reserve the right to prior sale of items in stock. In the case of custom-made products, the special agreements which are fixed in writing in advance shall apply. The binding period for our offers is 2 weeks.

Direct orders via the GOLEM GmbH website are only possible up to a weight limit of approx. 20 kg or a gross sum of approx. 200 €. By clicking the button "Order with obligation to pay" as the last step of the ordering process, the binding, direct order is triggered. The direct order via the GOLEM GmbH website constitutes a distance selling contract according to § 312c BGB (German Civil Code). According to §§ 355, 356 BGB you have the right to revoke the contract within 14 days without giving reasons. The period for revocation begins with the conclusion of the contract. You can find the right of withdrawal at any time in the footer area of our website.

Orders via the internet site of GOLEM GmbH that exceed one of the two limits will be sent to us as a request for quotation. GOLEM GmbH will determine availability and send you an individual cost offer with estimated delivery time and transport costs. The right of revocation does not apply to contracts that have come into existence through written confirmed acceptance of an offer.

3. PLACE OF PERFORMANCE AND DISPATCH

The place of performance is the manufacturing plant. GOLEM GmbH is only obliged to make the goods available at the place of performance. With the provision of the goods, the contractual obligation is considered fulfilled and the risk is transferred to the customer.

Delivery and dispatch shall always be at the expense of the customer. If delivery is agreed with the customer, GOLEM GmbH is only obliged to hand over the goods to a transport company. GOLEM GmbH reserves the right to choose the means of transport and to commission subcontractors for the performance of the service.

Transport insurance is customary and only excluded at the request of the buyer. Shipment shall be made to the agreed address free truck or free kerbside. The prices are based on the freight and shipping costs applicable on the day of delivery. Further costs may arise for deliveries abroad, e.g., due to customs duties, customs handling, storage costs, import customs clearance, fees and costs of an authorised customs broker or due to further taxes.

4. DELIVERY, DELAY AND IMPOSSIBILITY

The right to delivery remains reserved. Delivery periods are only approximate, unless the seller agrees to binding delivery periods in writing. The delivery period shall be extended, if necessary, by the time until the buyer has handed over all information, documents and samples which are necessary for the execution of the order. Adherence to delivery deadlines presupposes an undisturbed work process at the supplier's works and unhindered shipping and delivery possibilities.

Events of force majeure, strikes, traffic disruptions and obstructions, shortages of means of transport, energy, raw and auxiliary materials, faulty firings or operational disruptions of any kind in the seller's own operations or in operations connected with performance, as well as obstacles caused by sovereign measures which impede delivery, shall release the seller from the obligation to deliver in full for the duration of their effects or in the event of impossibility. In the event of a delay in performance by the seller or the impossibility of performance for which the seller is responsible, claims for damages by the buyer shall be excluded unless they are based on intent or gross negligence on the part of the seller, a legal representative or vicarious agent.

5. ACCEPTANCE

The buyer shall be liable for the consequences of insufficient and delayed call-off. Costs and damages, in particular also additional transport costs, transport risks and storage costs shall be borne by the buyer refusing acceptance in the event of unjustified non-acceptance. If interim storage has been agreed, storage costs of € 3.50 per pallet and day will be charged. Interim storage does not release the client from the obligation to pay. The return of delivered goods is excluded. If a return delivery is expressly agreed in writing in an individual case, only a maximum of 20% of the value of the goods will be credited. The exact amount must be verified in the individual case.

The costs for the return shipment are to be borne by the buyer.

Return shipments of delivered goods will not be accepted without prior approval of GOLEM GmbH.

6. PRICES AND PAYMENT

All prices are stated in euros (€) and are net, ex works.

The VAT will be shown separately.

For customers from a third country with a delivery address in a third country, no VAT is charged. For business customers from an EU country with a delivery address in an EU country, no VAT is charged if a valid VAT number of the business customer is available. For private customers from an EU country with a delivery address in an EU country, VAT is charged.

The prices stated on our website are final prices including the VAT plus shipping costs.

Depending on the chosen method of payment, the purchase price is to be paid by prepayment, Paypal, credit card, bank transfer or cash in euros. In the case of cash sales, the purchase price is due immediately upon receipt of the goods without deduction.

All taxes and charges for the transfer of funds, such as foreign exchange conversion and transfer fees, arising in the context of a payment from a third country shall be borne by the payer.

For orders (special and standard production) from € 500.00 gross, a deposit must be paid. Invoices are due by the 14th day after invoicing. The exact date of payment shall be stated on the invoice. Cash discounts require a special written agreement. Cash discount is calculated after deduction of discount and freight from the gross value of the goods. The granting of a cash discount is subject to the condition that there are no other outstanding balances on the customer's account. The due date of the invoices is determined by the date of the invoice.

For orders from third countries, a deposit of 100% is to be paid.

For each of our reminder measures, pro rata costs in the amount of € 5.00 are to be reimbursed, as well as the full amount of fees and expenses for any measures that may become necessary for judicial collection by third parties.

The right to claim further damages is reserved. Invoices of the seller shall be deemed accepted if not objected to in writing within 14 days of the invoice date. In case of default of payment, all outstanding claims, including those not yet due or deferred, are payable immediately. In case of partial deliveries, the delay entitles GOLEM GmbH to refuse the quantities still to be delivered from the order with no obligation to pay damages.

In the event of suspension of payments, filing of a petition for the opening of composition or bankruptcy proceedings by the buyer, all invoices of the seller shall be due for immediate payment. At the same time, all discounts, rebates and bonuses shall be deemed to have lapsed, so that the buyer must pay the invoiced gross prices without deductions.

If, after conclusion of the contract, it becomes evident that the credit circumstances of the buyer are not suitable for the granting of credit and payment terms, the seller is entitled, at his discretion, to demand advance payment or the provision of security in respect of due and non-due claims arising from all existing contracts and to refuse performance until advance payment or the provision of security. If advance payment or provision of security is not made in due time, GOLEM GmbH may withdraw from the contract or claim damages for non-performance. In the event of non-contractual payment, the seller may temporarily take back the goods or demand their return. The buyer waives the assertion of a right of retention from previous or other transactions of the current business relationship.

The offsetting of counterclaims is only permitted insofar as these are recognised by GOLEM GmbH and are due for payment or have been legally established. Incoming payments will be booked according to the legal regulation on the oldest claim as well as on interest and costs first.

7. RESERVATION OF TITLE

GOLEM GmbH retains ownership of the delivered goods and services until full payment of all claims arising or still to arise from the business relationship with the buyer, regardless of their nature and legal basis. In the event of seizure or other interventions by third parties, the buyer must inform us immediately in writing. In the event of default in payment on the part of the buyer, the seller shall be entitled to take back the reserved goods after issuing a reminder and the buyer shall be obliged to surrender them. The buyer shall bear the full costs for the return transport. If goods subject to retention of title are processed by the buyer to form a new movable item, the processing shall be carried out on behalf of the seller without the seller being obliged as a result; the new item shall become the property of the seller. In the event of processing together with goods not belonging to the seller, the seller shall acquire co-ownership of the new item in proportion to the value of the reserved goods to the other goods at the time of processing. If goods subject to retention of title are combined, mixed or blended with goods not belonging to the seller pursuant to §§ 947, 948 of the German Civil Code (BGB), the seller shall become co-owner in accordance with the statutory provisions. If the buyer acquires co-ownership by combining, mixing or blending, he hereby transfers co-ownership to the seller in proportion to the value of the reserved goods to the other goods at the time of combining, mixing or blending.

8. NOTICE OF DEFECTS, WARRANTY AND LIABILITY

GOLEM GmbH guarantees for a period of 24 months from the date of delivery that the delivery items are free of defects according to the respective state of the art. Liability for normal wear and tear is excluded. GOLEM GmbH does not accept any liability for defects and damage resulting from unsuitable or improper use, non-observance of instructions for use or incorrect or negligent handling.

Obvious defects must be reported immediately, but no later than 3 working days after receipt of the delivery, by e-mail with photos and quantities; otherwise, all claims for defects are excluded for this. In commercial transactions, §§ 377, 387 HGB (German Commercial Code) shall apply in addition. No new warranty/guarantee periods shall come into force as a result of an exchange within the scope of the warranty/guarantee.

Unless expressly agreed otherwise, further claims of the purchaser - irrespective of the legal grounds - are excluded. GOLEM GmbH is not liable for damages that have not directly occurred to the delivery item; in particular, GOLEM GmbH is not liable for loss of profit or other financial losses of the buyer (this does not apply if the damage is based on intent, gross negligence or lack of a warranted characteristic, breach of contractual obligations, delay in performance, impossibility, as well as claims according to §§ 1, 4 of the Product Liability Act).

NOTES ON THE DELIVERY OF THE TILES

When the goods are delivered, check in the presence of the driver whether the goods are externally undamaged and whether the number of packages is correct. If not, the damage must be noted immediately on the consignment note and delivery note in the presence of the driver. Be sure to take photos of the damage and send them to us immediately by e-mail to berlin@golem-baukeramik.de. The goods are insured against transport damage.

Please check the goods completely for breakage, quantity and colour deviations and quality defects within 5 days.

After the expiry of this period, we can no longer accept a complaint.

IN THE EVENT OF DAMAGE

- Send us photos of all transport damage and any other defects on the tiles.
- Provide us with the quantities of the damaged or defective tiles.

9. COLOUR DEVIATION, DIMENSIONAL DEVIATIONS, CRAQUELÉ FORMATION, BASIS OF CALCULATION

The contractor assumes no liability for noticeable colour or structure deviations on the screen display of the colour samples on the Internet, as these may deviate depending on the technical circumstances.

Samples and specimens are only approximate examples of quality, dimensions and colour. As a result of the typical specificity of ceramic production, the natural properties of the material and the high degree of manual work, no guarantee can be given that deliveries will match the samples provided. Dimensional and colour deviations are reserved. Repeat orders may deviate from the main delivery in terms of colour and dimensions.

Occurring glaze cracks and craquelé are no reason for complaint. With all standard and special glazes, colour deviations and craquelé formations may occur within the tiles. These peculiarities are part of the character of these glazes and cannot be objected to.

Blue and green glazes are acid-sensitive and react with discolouration to acidic cleaning agents. GOLEM GmbH is not liable for defects caused by the improper use of acidic cleaning agents.

Items in stock from our factory outlet in 15236 Jacobsdorf, OT Petersdorf referred to as special lots, effect glazes or patch art, consist of tiles which may have colour or dimensional defects.

For tiles and building ceramics, the customary German units of measurement are used. The calculation is made in pcs, kg, cm, m², linear metres, etc.

10. DATA STORAGE

In accordance with § 28 of the Federal Data Protection Act (BDSG), we draw your attention to the fact that the data required in the course of business are processed and stored by means of an EDP system in accordance with § 33 (BDSG). Personal data will be treated confidentially. The customer has a right to information as well as a right to correction, blocking and deletion of his stored data. In order to be able to process and deliver your order, we only pass on your data to the delivery service commissioned with the delivery in each case.

11. FINAL PROVISIONS

Frankfurt/Oder is agreed as the place of jurisdiction for all legal disputes arising from the contract. GOLEM GmbH is also entitled to take legal action at the buyer's place of business. Should one of the provisions of these GTC or of the delivery contract prove to be invalid, the remaining provisions shall remain unaffected and continue to be valid. For all deliveries, also for cross-border deliveries, German law is agreed to the exclusion of the EU sales law.

Sieversdorf, 12.08.2022

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