

Our terms and conditions for procurees apply

1. These terms and conditions for purchases ("Ts&Cs") apply for all our orders from suppliers. Only our terms and conditions for purchases apply. Any different, contrary or supplemental terms and conditions of the supplier only become part of the contract to the extent that we have expressly consented to their applicability in writing. This requirement for consent applies in every situation, for example, even if we have accepted the deliveries from the supplier despite knowing the supplier's terms and conditions.
2. The supplier represents that the items are fully merchantable without any restrictions and that there are no rights of third parties that prevent reselling them
3. Orders are normally made without agreeing on exclusivity. If exclusivity has been agreed, the supplier guarantees that the supplier does not offer, supply or otherwise provide the items as we have ordered them in terms of type and design to other customers for the purpose of selling to end-consumers (including items which can be confused with the items).
4. The risk of accidental loss and accidental deterioration of the item passes to us when the item is handed over at the place of performance. The place of performance is the delivery address stated by us in the order. This is also the relevant place for any corrective performance.
5. The provisions in the law, to the extent not provided otherwise in these Ts&Cs, apply for our rights if the items have defects in substance or legal defects (including wrong delivery and a shortfall in delivery) and in the case of other violations of duty by the supplier. The supplier is liable for the items having the agreed quality when risk passes to us, as set forth in the product specifications referred to in our order and/or any previously provided sample. In the case of differences between the product specifications set forth in our order and the quality of any sample, the quality of the sample is deemed to have been agreed. In the case of defects in the quality of the items, we reserve the right to charge to the supplier the additional costs we incur for examination, separation, correction and return of the items.
6. If the supplier does not comply with its obligation to remedy a defect by, at our election, correcting the defect (corrective work) or by delivering a defect-free item (replacement delivery) within a reasonable deadline which we set, we can correct the defect by ourselves and demand from the supplier compensation for the resulting expenses a corresponding advance payment. We do not have to set a deadline. If the corrective performance by the supplier fails or we cannot be reasonably expected to accept corrective performance (e.g. due to special urgency or the potential for incurring disproportionately high damages), we will inform the supplier accordingly without undue delay.
7. Aside from this, we are entitled to reduce the purchase price or withdraw from the contract in the case of a defect in substance or a legal defect. We also have a claim for damages and/or compensation for our expenses as set forth in the law.
8. The agreed delivery date is a fixed date and of the essence for us. The supplier is required to inform us in writing without undue delay if the supplier cannot or likely will not be able to meet the agreed delivery date. Such a notification does not affect whether the supplier is in default with the delivery. If the supplier does not comply with the agreed delivery day due to reasons for which the supplier is responsible, we reserve the right to invoice the resulting damages to the supplier; the setting of a deadline is not required.
9. In the case of failure to deliver, late delivery or defects in quality, we will charge the supplier the loss of contributions to earnings we incur as a result of not realizing sales.
10. To the extent we have instructions for the display, packaging and delivery for the ordered items and these instructions have been provided to you, those instructions apply. We reserve the right to charge to the supplier the costs resulting from failure to comply with such instructions.
11. The time period for payment and discounts for prompt payment begins to run on the date when the supplier's obligations have been completely fulfilled and we have received the properly issued invoice. The supplier is responsible for any delays in payment which result from the fact that an invoice does not have the required information.
12. The law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) applies for claims under the contractual relationship between us and the supplier. Exclusive jurisdiction for all disputes under or in connection with this agreement is in Nuremberg.