

1. Exclusive validity of our GTS

Only our General Terms of Sale apply to all our deliveries and services. We herewith contradict to the customer's conditions of purchase and other general terms and conditions. Our privacy policy also applies and declared as read and understood and accepted in case of an order, download at www.paulgothe.com/Privacy-policy. There is the right not to consent to this declaration, unfortunately in this case we cannot offer our services because we rely on the collection and processing of your data.

2. Offers

Our offers are non-binding with regard to price, terms of payment and delivery deadlines.

3. Conclusion of contract

Contracts will be considered concluded on receipt of our written confirmation of order acceptance (order confirmation).

4. Scope of delivery

4.1 Our order confirmation will be regarded as the definitive document in respect of the scope of the delivery. Services or products which are not specifically mentioned will be invoiced separately.

4.2 Weight specifications for material and packaging are non-binding.

5. Place of fulfilment

The place of fulfilment for our deliveries is Bochum-Germany. If the delivery includes any assembly or start-up work, the installation site shall only be regarded as the place of fulfilment in respect of these particular obligations.

6. Prices

6.1 Our prices are invoiced net, ex works (Incoterms 2010), excluding VAT, packing, freight charges and the cost of consignor provide. Payable in EURO (Germany), without any deductions. The customer can order insured shipping by the Paul Gothe GmbH.

6.2 We reserve the right to adjust prices appropriately in the event that the ordering party extends the agreed delivery deadline.

6.3 All incidental costs such as packaging, freight, taxes, customs, insurance, official approvals and authentications will be invoiced to the ordering party.

6.4 Foreign currency fluctuations outside a reasonable band may result in price adjustments. The delivery date will be considered the defining date for assessing any such adjustment.

6.5 Framework contracts: The related preferential prices will only become effective if there is a detailed and binding delivery schedule.

7. Terms of payment

7.1 Unless otherwise agreed, payment is due within 30 days of the invoice being issued. If the buyer fails to observe the agreed payment deadlines, we are entitled to charge 6% interest on arrears without having to issue a reminder.

7.2 The obligation to pay shall be considered fulfilled once EURO are freely available to us at our domicile or on the bank account specified by us. The vendor will not entertain any offsetting against the buyer's counterclaims.

8. Delivery deadline

8.1 The delivery deadline will begin on the date our order confirmation is received by the customer, provided the necessary formalities have been completed, outstanding payments made, securities provided and essential technical points clarified.

8.2 The delivery deadline shall be considered met if the goods are ready for dispatch by the expiry of the delivery deadline.

8.3 If the delivery deadline cannot be met due to unforeseen obstacles, the delivery deadline shall automatically be extended by the duration of said obstacles, and in line with the scope of their impact. By unforeseen obstacle we mean any obstacle for which we are not responsible, such as, in particular - but not exclusively - delayed delivery from ancillary suppliers through no fault of our own, unforeseeable interruption of operations and all instances of force major such as war, mobilisation, strikes and lock-outs.

8.4 Framework contracts: on expiry of the framework deadline, articles that have not been called for will be automatically delivered and invoiced.

8.5 Loan consignments designated as such shall remain the property of the consignor for the duration of the agreed loan period. The articles are to be returned complete, in their original packaging and in as new condition within the loan period. Any repair work or missing parts will be invoiced. Unless agreed otherwise, a sales contract shall come into being if the recipient purchases the goods.

*Paul Gothe GmbH; local court Bochum HRB-6891,
Companion: Paul Gothe – Foundation
GST from May 2018*

9. Transfer of risk

9.1 All benefits and risks transfer to the ordering party once the goods have been prepared for dispatch at the works unless otherwise agreed.

9.2 If dispatch is delayed at the request of the ordering party, or for other reasons for which we are not responsible, all risks shall transfer to the ordering party at the originally planned delivery time. From this time on, consignments shall be stored and insured for the account and at the risk of the ordering party.

10. Final acceptance / Inspection

The buyer is to examine the delivery without delay and notify any defects in writing within 10 days, but no later than 14 days after receipt of the delivery. Apparent effects of goods and packages must be complaining immediately by the forwarding agency. In the absence of said inspection and/or notification, the consignment will be considered accepted.

11. Guarantee

11.1 For a period of 12 months from the goods being ready for dispatch, and provided the ordering party notifies any defects immediately, we undertake either to repair or replace all parts of the delivered objects that are unusable or damaged as a result of poor material, faulty construction or defective workmanship, as quickly as possible and as we choose, provided such parts are forwarded to us in Bochum-Germany with all charges prepaid by the sender. Replaced parts will transfer to our property. Transport costs shall be for the ordering party's account.

11.2 Our guarantee excludes parts subject to natural wear and tear, and all defects due to faulty or neglectful maintenance, non-compliance with operating instructions, excessive use, inappropriate operating media, incorrect assembly (insofar as the assembly process is not carried out by our personnel), force major and other reasons for which we are not responsible. Our guarantee is invalidated if the ordering party carries out, or has carried out by a third party, modifications or repairs without our written consent.

11.3 If the size of the object delivered imposes on-site repair work, we will pay the labour costs of the maintenance personnel.

11.4 Where we deliver products manufactured by third parties, the applicable guarantee terms shall be the same as those accorded to us by our suppliers.

11.5 As far as permitted by the law, we specifically decline to accord any further-reaching guarantee or accept any liability other than our obligation to repair faults or replace unusable or damaged parts. In particular, we decline all liability for all consequential damage; under no circumstances is the buyer entitled to claim compensation for damage not incurred on the delivered object itself. We cannot accept any liability whatsoever for auxiliary personnel.

12. Retraction and waste disposal from electro - and electronics-appliances (Electronic Equipment Act ElektroG / WEEE)

12.1 The produced products of the company Paul Gothe GmbH, which become driven with electric power, are so-called „b2b“ appliances and is sold exclusively at industrial users and is used in others than private households.

12.2 The customer of these appliances goes with the company Paul Gothe GmbH a separate agreement in accordance with § 10 (2) ElektroG and commits itself properly to detoxify the appliances after utilization-completion on own expenses after the lawful rules. The customer hold the company Paul Gothe GmbH free from the obligations according to § 10 (2) of the ElektroG (retraction-duty) and with it in context standing third parties. The dealer must be sure that in his contract to his customer are the same obligations; otherwise he has to take the expenses to detoxify the products after utilization-completion.

13. Reservation of ownership

13.1 Material supplied by us shall remain our property until receipt of payment in full.

13.2 The buyer undertakes to cooperate with all action we may wish to take to protect our property rights. In particular, the buyer shall authorise us to protect our property rights by having a reservation of ownership clause entered in public registers at the buyer's costs, insofar as national law permits. The buyer also undertakes to maintain the delivered objects in good repair for the duration of the reservation of ownership, and to take out insurance in our favour against possible risks.

14. Place of jurisdiction and applicable law

14.1 The place of jurisdiction is the domicile of Paul Gothe GmbH. Paul Gothe GmbH also reserves the right to institute legal action against the buyer at the buyer's domicile.

14.2 The legal relationship between the parties is subject to German substantive law. Application of other Sales Conventions is specifically excluded.