

(1) Offer / Order placement / Order acceptance

All offers and agreements with entrepreneurs or legal entities under public law are based on the following contractual conditions. These shall also be deemed accepted by placing an order or accepting delivery. Uncontradicted order confirmations are deemed to be expressly acknowledged by the customer. Deviating conditions of the business partner are not binding for us even without express objection. Offers are subject to change until our order confirmation. We reserve the right of intermediate sale for items offered or promised for delivery from stock. Deviations are permitted for information contained in printed and electronic documents unless we have expressly designated them as binding. The order shall not be deemed accepted until it has been confirmed by us in writing or immediately delivered without confirmation. Later changes require our written confirmation or consent. The customer shall be liable for the correctness of the documents (such as drawings, samples, gauges, etc.) and information on operating conditions provided by him. Verbal information about dimensions and the like must be confirmed in writing. Samples will be delivered at a charge. Offers, correspondence, order confirmations or documents or samples provided for other reasons remain our property, may not be used improperly and are subject to copyright. Copies, imitations or passing on are not permitted. We reserve the right to make design changes and modifications in the sense of progressive development.

(2) Prices

The prices quoted are recommended retail prices at the time of printing. They are in € (Euro) plus Value added tax (VAT), from Neresheim-Elchingen, or for export shipments free German border or fob German port. Shipping costs and value insurance are not included. The same applies to partial shipments. We reserve the right to charge a minimum quantity surcharge for processing small orders. For shipping to secondary addresses, a direct shipping flat rate is charged. The respective valid amounts can be found in their respective time validity on our homepage www.jsso.de under Flat rates according to the General Terms and Conditions. In the case of a delivery period of up to 2 months calculated from the date of the order confirmation, the confirmed prices apply, otherwise the prices valid on the day of delivery will be charged.

(3) Delivery / Return of goods

The buyer agrees to partial deliveries, as far as they are reasonable for the buyer, and in case of special productions with appropriate under- or overdeliveries, unless otherwise expressly agreed. Order cancellations or provisions require our written consent. Costs already incurred shall be reimbursed by the customer. Tools can only be returned with our consent. In the case of tool returns, the sender agrees to an appropriate deduction for reworking/stocking costs, etc. Custom-made products and spare parts are not taken back. Shipments are always sent at the expense and risk of the customer.

(4) Delivery time

Delivery times are not binding without agreement of a fixed date or express confirmation by us. The term begins with the issue of the order confirmation or production release. Reasonable delays in delivery time do not entitle the buyer to cover purchases, claims for damages, offsetting of damages caused by delay or withdrawal from the purchase contract. Events of "force majeure" such as operational disruptions, strikes, lockouts, shortage of raw materials, rejects, etc. shall release us from the obligation to deliver for the duration of the disruptions and to the extent of their effects. Events of this kind also entitle us to unilateral release from the contract, restitution or partial cancellation of agreements entered into, excluding any claims of the buyer. The same applies to untimely or incorrect delivery by upstream suppliers. The Supplier shall not be responsible for these obstacles to delivery even if they occur during a delay that has already arisen.

(5) Terms of payment

If payment after delivery is agreed, our invoices are payable within 10 days net, in each case from date of invoice, repairs are payable immediately. Payment by cheque requires the prior consent of the supplier. Collection charges shall be borne by the exhibitor and are payable immediately after the debit note. Cheques are only valid as payment after they have been cashed. Bills of exchange are not accepted on account of payment. In the event of default in payment, we are entitled to demand costs incurred and customary bank interest or, if the situation deteriorates, to make delivery against cash in advance or cash on delivery, or to withdraw from the fulfilment of obligations entered into. We must be notified immediately in the event of insolvency. Delivery to companies unknown to us is cash on delivery. The withholding of payments or the offsetting of disputed counterclaims by the invoice recipient are not permitted.

(6) Retention of title

Delivered goods remain our property until full payment of all claims. As a reseller, the orderer is entitled to resell the goods subject to retention of title within the scope of normal business transactions while securing our rights and claims. However, he is not permitted to pledge the goods or assign them as security. The seizure by third parties of goods encumbered with our property right, i.e. goods belonging to us, must be notified to us immediately. In the event of default or conduct in breach of contract, we shall be entitled to demand the surrender of all delivery items even without a declaration on the basis of the retention of title. Goods returned to us will be used accordingly and the partner will be credited against his debts.

(7) Warranty / Construction

We guarantee the delivery of faultless tools in proper design and offered quality, as well as technical function with the appropriate proper use or the operating conditions described by the buyer. We are not liable for hidden defects (material defects, etc.) which are beyond our control, normal wear and tear, modifications by third parties, improper use or application as well as repair. Notification of defects must be made in writing immediately or within 10 days of invoicing at the latest. Thereafter claims are forfeited. In the case of defects that are not recognizable, the notification must be made in writing immediately after recognition. We shall remedy defects acknowledged by us free of charge for the buyer in accordance with our decision on replacement or rectification. We assume no liability for consequential damage caused by defects. The offsetting or withholding of due payments due to notices of defects or claims of the buyer not recognized by us are not permitted. Otherwise, compensation of any kind is excluded. The warranty period is 3 months. In terms of technical progress, we expressly reserve the right to make design changes and use other materials. Catalog illustrations and other descriptive statements are therefore not binding. In the case of custom-made products, any warranty on the part of the supplier for excess lengths in milling and drilling tools with shank is excluded.

(8) Place of performance / Jurisdiction / Law

Place of performance for delivery and payment is Oberkochen. The place of jurisdiction is the legal venue responsible for us. German law shall apply exclusively. However, we also reserve the right to take legal action at the domicile of the customer.

(9) General information

The reproduction of our catalog and price documents is not permitted, not even in part. Exceptions require our prior written consent. In case of invalidity of individual points of the terms and conditions or if they are replaced by other agreements, the remaining content of the contract remains unaffected and is binding. With the publication of new price documents, previous price lists, offers and personal price information lose their validity.