

**Additional terms of Payment and Delivery for  
Heidolph Instruments Online Shop (Hei-DEAL Friday)  
(Status 15.11.2018)**

**§1 Scope of application and provider**

1. These terms and conditions apply to all orders that you place with the online shop of the

Heidolph Instruments GmbH & Co. KG  
Walpersdorfer Str. 12  
D-91126 Schwabach

Represented by:

Personally liable shareholder  
Heidolph Instruments Verw. GmbH – Kelheim  
Amtsgericht Regensburg HRB 6840

Managing Director:

Wolfgang Jaenicke

2. The products offered in our online shop are intended exclusively for buyers who have reached the age of 18 and are to be regarded as entrepreneurs in the sense of § 14 Abs. 1 BGB.
3. The prices and conditions on the webshop apply exclusively to customers who have a branch in the European Union and order in an EU country. Exceptions are Switzerland and Norway, where other delivery charges and customs regulations apply.
4. Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions. The General Terms and Conditions therefore also apply to all future business relations with companies, even if they are not expressly agreed again. The inclusion of a customer's general terms and conditions that contradict our general terms and conditions is already now contradicted.
5. The contract languages are exclusively German and English.
6. You can view and print the current Terms and Conditions on the website <https://heidolph-instruments.com/en/footer/terms-and-conditions>

**§2 Conclusion of contract**

1. The presentation of goods in the online shop does not constitute a binding application for the conclusion of a sales contract. Rather, it is a non-binding request to order goods via the online shop.
2. By sending the order form in the online shop, you make a binding purchase offer (§ 145 BGB).

3. Upon receipt of the purchase offer, you will receive an automatically generated e-mail confirming that we have received your order. This confirmation of receipt does not constitute an acceptance of your purchase offer. A contract does not come off by the confirmation of receipt yet.
4. A purchase contract for the goods only comes into effect when we expressly declare acceptance of the purchase offer or when we dispatch the goods to you - without prior express declaration of acceptance.

### **§3 Prices**

The prices stated on the product pages are net prices and do not include the respective statutory sales tax. The respective shipping and delivery costs are included as net prices in the offer price.

### **§ 4 Terms of Payment; Delay**

1. The payment takes place by prepayment on calculation.
2. When selecting the payment method prepayment, we will give you our bank details in the order confirmation. The invoice amount must be transferred to our account within 10 days of receipt of the order confirmation.
3. If you fall into arrears with a payment, you shall be obliged to pay the statutory default interest in the amount of 9 percentage points above the base interest rate. In addition, there is a claim to payment of a lump sum in the amount of 40 euros. We reserve the right to claim further damages.

### **§ 5 Right of setting-off/retention**

1. You are only entitled to a right of set-off if your counterclaim has been legally established or not by us.
2. You can only exercise a right of retention if your counterclaim is based on the same contractual relationship.

### **§ 6 Delivery; retention of title**

1. Unless otherwise agreed, the goods will be delivered at your request from our warehouse to the address indicated by you.
2. We retain title to the goods until all claims arising from the current business relationship have been settled in full. Before transfer of ownership of the reserved goods, pledging or transfer of ownership by way of security is not permitted.
3. Commercial resale of the goods to third parties is not permitted.

### **§ 7 Warranty**

The warranty provisions of the General Terms and Conditions shall remain unaffected:  
<https://heidolph-instruments.com/en/footer/terms-and-conditions>

## **§ 8 Liability**

The regulations on liability from the general terms and conditions remain unaffected:  
<https://heidolph-instruments.com/en/footer/terms-and-conditions>

## **§ 9 Final clauses**

1. Should one or more provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.
2. Contracts between us and you shall be governed exclusively by German law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention").
3. If you are a trader, a legal entity under public law or a special fund under public law, our registered office in Schwabach, Germany, shall be the place of jurisdiction for all disputes arising from or in connection with contracts between us and you.

Made on the template of:

HÄRTING Rechtsanwälte, [www.haerting.de](http://www.haerting.de), [vertragstexte@haerting.de](mailto:vertragstexte@haerting.de)

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