Industriebedarf und Schweißtechnik GmbH

Terms of Service

I. Validity of the conditions

1. The deliveries, services and offers of E. Jankus GmbH are made exclusively on the basis of these terms and conditions. These also apply to all future business relationships, even if they are not expressly agreed again.

2. Counter-confirmations of the purchaser with reference to his business or purchase conditions are hereby expressly contradicted, regardless of when and in what form the purchaser of E. Jankus GmbH has brought his purchase conditions to the knowledge. Only the terms of delivery of E. Jankus GmbH apply as agreed. Collateral agreements are only effective if E. Jankus GmbH confirms them in writing.

II. Offers, quotations and conclusion of contract

1. The offers from E. Jankus GmbH are non-binding. The prices are valid, if other arrangements were not confirmed in writing by E. Jankus GmbH, ex warehouse or ex works plus VAT.

2. Financial statements and agreements as well as transactions brokered by our agents become binding only upon our written order confirmation.

3. The prices do not include the cost of packaging. These are charged separately and can not be returned.

4. Prices are ex works in Euro plus applicable VAT.

5. E. Jankus GmbH is entitled to make price changes if there are price increases due to raw material, wage, energy and other surcharges between conclusion and delivery.

6. Offers, cost estimates, drawings, plans and brochures with all documents must not be made accessible to third parties, in particular our competitors.

7. The minimum order value is 50, - € below, we have to charge a minimum quantity surcharge of 10, - €.

8. After a rejected cost estimate, we charge a lump sum of 10, - €.

9. Inquirys and orders must be send by E-Mail / Fax .

III. Supplies and services

1. Delivery dates or deadlines are only binding if they have been confirmed in writing by E. Jankus GmbH. If the delivery is not made within an agreed period, the purchaser is only entitled to withdraw from the contract after a reasonable period of grace set by him in writing has not been complied with.

2. The delivery period is deemed to have been met if the ready-to-ship consignment was dispatched for dispatch, provided for collection or picked up within the agreed delivery or performance period. If the delivery is delayed for reasons for which the customer is responsible, then the deadline for notification of readiness for shipment within the agreed period shall be deemed to have been met.

3. E. Jankus GmbH also has delays due to force majeure and events that make delivery considerably more difficult or impossible, including strikes, lockouts, official orders, shortages of raw materials or energy, traffic disruptions, fire damage, etc., even in the case of binding delivery dates at E. Jankus GmbH or her suppliers - not responsible. They entitle E. Jankus GmbH to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the unfulfilled part.

4. If the delivery time is extended or if E. Jankus GmbH is released from its obligation, the customer can not derive any claims for damages.

5. E. Jankus GmbH is entitled to partial deliveries insofar as they are reasonable for the customer.

6. Compliance with the delivery deadline presupposes the timely receipt of all documents to be supplied by the purchaser, necessary approvals, approvals, the timely clarification and approval of the plans, compliance with the agreed terms of payment and other obligations. If these conditions are not met in time, the delivery period will be extended appropriately; this does not apply if E. Jankus GmbH is responsible for the delay.

7. If the dispatch or the delivery is delayed at the request of the customer, storage fees amounting to 0.5 “per hundred” may be charged starting one month after notification of readiness for dispatch. The invoice amount for each commenced month is charged to the purchaser; the storage fee is set at 5 “per hundred”, unless higher loads are detected.

8. Basically, we charge a packing fee.

10. For urgent orders with the fastest possible delivery date, you will be charged a corresponding express surcharge. However, E. Jankus GmbH does not guarantee that the express order can be processed in any case.

IV. Acceptance, transfer of risk

1. The notification of the pick-up and readiness for shipment of the ordered goods is equal to the delivery. If the purchaser does not accept the goods, E. Jankus GmbH is entitled to set a grace period

for the acceptance of 10 days, with the declaration that a delivery will be rejected after expiry of this period. After unsuccessful expiry of the period, E. Jankus GmbH is entitled to withdraw from the purchase contract by written declaration or to claim damages for non-performance. It is not necessary to provide and set a period of grace if the customer seriously and finally refuses acceptance or if it is obviously not ready or able to pay the purchase price, even if a period of grace is granted.

2. If the seller demands damages, this amounts to 15% of the agreed purchase price. The amount of damage is to be set higher or lower if E. Jankus GmbH proves a higher damage or the purchaser a lower damage.

3. The shipment of the goods, even if carriage paid delivery is agreed, always at the risk of the purchaser. The risk shall pass to the purchaser as soon as the consignment has been handed over to the person carrying out the transport or has left the seller's warehouse for the purpose of dispatch. Packaging and shipping are carried out with the utmost care and at the discretion of E. Jankus GmbH.

4. At the request and expense of the customer, the shipment is insured by E. Jankus GmbH against breakage, transport and fire damage.

5. If shipment becomes impossible through no fault of E. Jankus GmbH, the risk passes to the customer with the notification of readiness for shipment.

V. Retention of title

1. The delivery of goods is subject to retention of title with the following extensions:

2. Until the fulfillment of all claims (including all balance claims from current accounts) which E. Jankus GmbH is entitled to or against the Buyer for whatever legal reason, E. Jankus GmbH shall be granted the following securities by the Buyer Request for their choice will be released as long as their value exceeds the claims sustainably by more than 20%.

3. The goods remain the property of the seller. Processing or transformation always occurs for the seller as manufacturer, but without obligation for him. If the (co-) ownership of the seller lapses due to a connection, it is already agreed that the (co-) ownership of the orderer in the unified object will pass over to the seller in proportion to the value (invoice value). The customer keeps the (co -) - property of the seller free of charge. Goods to which the seller is entitled (co-) ownership are referred to below as reserved goods.

4. The customer is entitled to process the reserved goods in the ordinary course of business and to sell them, as long as he is not in default. Pledges or chattel mortgages are not permitted. The customer already assigns to E. Jankus GmbH the full amount of the claims arising from the resale or any other legal reason (insurance, tort) with respect to the reserved goods (including all balance claims from current account) as a precautionary measure. The E. Jankus GmbH revocably authorizes him to collect the claims assigned to E. Jankus GmbH for their account in his own name. This direct debit authorization can be revoked if the purchaser does not meet his payment obligations properly.

5. In the case of access by third parties to the reserved goods, the purchaser will point out the ownership of E. Jankus GmbH and notify them immediately.

VI. payments

1. Payments are due and payable in accordance with the agreed payment term.
Payment within 14 days - 2% discount, 30 days net. A reminder will be sent 5 working days after the deadline.

2. If, in connection with the payment of the purchase price by the purchaser, a mutually liable liability is justified by us, the retention of title as well as the underlying claim arising from the delivery of goods does not expire before the bill of exchange by the purchaser as the drawee.

3. E. Jankus GmbH is entitled, despite contrary provisions of the purchaser, first to offset payments on their older debts. If costs and interest have already been incurred, E. Jankus GmbH is entitled to offset the payment first against the costs, then against the interest and finally against the principal claim.

4. A payment is deemed to have taken place only if E. Jankus GmbH can dispose of the amount.

5. If the purchaser fails to meet his payment obligations, discontinues his payments or if E. Jankus GmbH becomes aware of other circumstances that affect his creditworthiness if the purchaser questions this, E. Jankus GmbH shall be entitled to call in the entire remaining debt, the claims are deferred or if installments have been agreed. In this case, E. Jankus GmbH is also entitled to demand advance payments.

6. The purchaser is only entitled to set-off, retention or reduction if the counterclaims have been legally established or acknowledged in writing.

7. Payments may only be made directly to E. Jankus GmbH. Representatives are not entitled to accept payments without written authorization.

8. In the case of initial transactions, payment is always made in advance.

VII. Design changes

E. Jankus GmbH reserves the right to make design changes at any time.
However, E. Jankus GmbH is not obliged to make such changes to products already delivered.

VIII. Warranty

For defects, which include the absence of warranted characteristics, the E. Jankus GmbH is liable as follows:

1. All parts or services are to be repaired, re-delivered or newly provided by E. Jankus GmbH free of charge, within the statute of limitation - irrespective of the period of operation - calculated from the day of the transfer of risk, as a result of the transfer of risk Circumstances, in particular because of faulty design, bad material or defective execution are unusable or their usability was significantly impaired. The detection of such defects must be reported to E. Jankus GmbH immediately in writing. Claims for defects always expire after 12 months. This does not apply if the law acc. §§438 para. 1, no. 2, 475 II, 479 para. 1 and 634 a) para. 1 no. 2 BGB mandatorily stipulate longer deadlines.

2. The customer has to comply with his contractual obligations, in particular the agreed terms of payment. If a notice of defect is asserted, payments of the orderer may be withheld to an extent that is in reasonable proportion to the defects that have occurred. However, if the contract is part of the operation of its commercial business, the customer may withhold payments only if a complaint of defects is asserted whose justification there can be no doubt.

3. In order to remedy the defect, the purchaser must grant E. Jankus GmbH at least two times the opportunity to remedy the defect within a reasonable period, unless the nature of the item or the defect or the other circumstances indicate otherwise. If he refuses to do so, E. Jankus GmbH is released from the complaint.

4. Claims of the purchaser for the expenses required for the purpose of supplementary performance, in particular transport, labor and material costs, are excluded insofar as the expenses increase because the object of subsequent delivery is subsequently transferred to another
The place of establishment of the purchaser, unless the shipment complies with its intended use.

5. If the supplementary performance fails, the customer may - without prejudice to any claims for damages pursuant to Art. IX, Section 1, Sentence 2 - withdraw from the contract or reduce the remuneration.

6. The elimination of defects does not apply to insignificant deviations from the agreed quality, only insignificant impairment of usability, to the only natural wear or damage after the transfer of risk due to faulty or negligent treatment, excessive stress, unsuitable equipment, or due to external influences such as Chemical, electro-chemical or electrical processes occur that are not required by the contract and in the case of non-reproducible software defects. If the purchaser or third party has improperly made changes, processing or repair of the goods, then there are no claims for defects for these and the resulting consequences.

7. Rights of recourse of the purchaser against E. Jankus GmbH according to §§ 478 ff BGB are excluded. The compensation for any recourse claims of the client was taken into account in the pricing accordingly. The parties consider this compensation to be reasonable by a flat-rate deduction.

8. Further claims of the Purchaser against E. Jankus GmbH and its vicarious agents other than those regulated in Art. III are excluded, in particular a claim for compensation for damages which have not arisen on the delivery item itself. This does not apply insofar as compulsory liability according to Art. IX, No. 1, sentence 2 applies.

9. The numbers 1 to 8 shall apply mutatis mutandis to such claims of the purchaser to repair, replacement or compensation for damages that have arisen due to suggestions or advice given in the context of the contract or breach of ancillary contractual obligations.

IX. liability

1. Claims for damages of the customer, for whatever legal reason, in particular due to breach of duties arising from the obligation and from tort, are excluded. This does not apply if liability is mandatory, eg. For example, under the Product Liability Act, in cases of intent, gross negligence, injury to life, body or health, for breach of material contractual obligations. The compensation for the breach of essential contractual obligations, however, is limited to the contractually typical, foreseeable damage, unless there is intent or gross negligence or liability for injury to life, limb or health. A change in the burden of proof to the detriment of the customer is not connected with the above regulation.

2. Insofar as the purchaser is entitled to claims for damages under this Article, these shall lapse after expiry of the period of limitation for claims for material defects in accordance with Art. VIII, Section 1. Exempt from the aforementioned regulation, however, are claims for damages of the customer, insofar as the contractor has to do so in accordance with Article IX. Paragraph 1 has unlimited liability; Such (excluded) claims for damages become statute-barred according to the statutory provisions. "

X. Impossibility, contract adjustment

1. If E. Jankus GmbH or the purchaser cancels the delivery or service incumbent on it, the general legal principles shall apply with the following proviso: if the impossibility of fault is attributable to E. Jankus GmbH, the purchaser is entitled to claim damages desire. However, the claim for damages of the purchaser is limited to 10 “per hundred” the value of that part of the delivery or service which can not be put into proper operation because of the impossibility. Claims for damages of the purchaser exceeding the aforementioned amount of 10 “per hundred” are excluded. This does not apply insofar as compulsory liability according to Art. IX, Section 1, Sentence 2 applies. The right of the customer to withdraw from the contract remains unaffected.

2. Insofar as unforeseen events within the meaning of Art. III, Section 3 substantially change the economic meaning or the content of the delivery or have a significant effect on the operation of E. Jankus GmbH, the contract shall be appropriately adjusted as far as good faith is concerned. Insofar as this is not economically justifiable, E. Jankus GmbH has the right to withdraw from the contract. If E. Jankus GmbH wishes to make use of this right of withdrawal, it must notify the purchaser

immediately after having ascertained the significance of the result, even if an extension of the delivery period had initially been agreed with the purchaser.

XI. Applicable Law and Jurisdiction

1. For these terms and conditions and the entire legal relationship between E. Jankus GmbH and the customer German law applies.
2. If the purchaser is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Dortmund is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

XII. data storage

The Purchaser shall be informed that the E. Jankus GmbH data, as far as necessary for business purposes or as permitted by the Federal Data Protection Act, are stored and processed by EDP.

XIII. Severability

Should a provision in this contract or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements. This does not apply if adhering to the contract would be an unreasonable hardship for a party.

XIV. Insurance, transfer of risk, acceptance

Deliveries are made on account of our contractual partner. Unless otherwise agreed, the shipment is at the risk of the contracting party; we determine the shipping method, shipping route and carrier. The risk passes with readiness for shipment or at the latest with the transfer of the thing to the transport person to the contracting party. This also applies to the shipment of the item by our own personnel, as far as this mode of dispatch is provided for by contract. We are entitled to conclude an adequate transport insurance on behalf of and at the expense of the contracting party, at least to the amount of the invoice value. The contracting party must examine the subject matter of the contract immediately and notify immediately recognizable defects in writing, he may not refuse the receipt of deliveries because of insignificant defects.

XV. Power acquisition / decrease

If a service requires acceptance, the contractual partner is obliged to do so within 10 working days of receipt. Minor defects that do not materially affect the suitability of the service for the contractually agreed purpose do not entitle the buyer to refuse acceptance, without prejudice to the right of the contracting party to adequately remedy the defect. Intellectual benefits are deemed to be accepted unless the contracting party within 10 working days of their receipt in written form specified

reservations. If the contractual partner takes the service or part of the service into use, the acceptance shall be deemed to have taken place after the expiry of 10 working days from the start of use. If a refusal of acceptance proves to be unjustified, the contracting party shall be liable for the resulting additional costs, in particular inspection expenses. We are not liable for loss of acceptance, loss or damage to the goods.

XVI. special

Special orders, special orders and firm orders can not be refunded.

XVII. Returning goods

1. When returning the goods, we charge a restocking fee of 10% of the value of the goods.

2. A refund will only be made if the goods are in the delivery condition and there are no signs of wear and tear.

3. For the consignment, our copy of the invoice must be added. If a return is made without this document, the goods will be sent back freight prepaid (without invoice correction / credit note).

XVIII. Goods receipt / complaint

1. The goods shipped by us are to be checked immediately upon receipt for completeness and integrity.

2. Damage to the packaging must be reported immediately to the transport company (parcel service / forwarder).

XVIV. Sample deliveries

1. The samples are for presentation only, are not for use and should be returned free of wear.

2. After retention of a period longer than 4 weeks, a calculation including shipping.

State 2.25.2026, Holzwickede, Germany