



Terms of delivery and payment

1. The following terms and conditions shall be deemed to have been accepted by the buyer and to be legally binding upon placement of an order. Any deviating terms and conditions shall only be valid if we have expressly accepted them.
2. We strive to deliver every order as quickly as possible. However, we cannot guarantee that a delivery date will be met. We accept no liability for delays in delivery due to force majeure, disasters, raw material shortages, labor disputes, or other events beyond our control.
3. Delivery is free of charge for orders with a value of EUR 1,750 or more (or free to the German border), including standard packaging. For orders with a value of less than EUR 200.00 (net), we charge EUR 12.78 for packaging and processing.
4. For custom-made products/contract manufacturing, we reserve the right to deliver 10% more or less than the ordered quantity.
5. **Payment:** The invoice will be issued on the date of delivery and is payable within 30 days net cash. If the payment deadline is exceeded, default occurs without prior warning. We reserve the right to charge interest on arrears if the payment deadline is exceeded. Offsetting against any counterclaims is not permitted.
6. We guarantee the flawless quality of the materials, provided they are used, processed, or installed properly. However, this does not release the buyer from their obligation to inspect the goods upon receipt in accordance with §377 HGB (German Commercial Code). In the event of a warranty claim, we will deliver replacement materials free of charge or waive the charge for the delivered materials. All other costs (installation costs, etc.) will not be covered. Visible defects must be reported in writing within 30 days of receipt of the goods at the latest.
7. Due to the complexity of all possible applications, the following applies: We provide advice on the design of profiles or the specification of dimensions to the best of our knowledge, but without liability for accuracy. Rather, the suitability of a profile or material must be checked and tested by the user in each individual case. It is also the responsibility of the initiator of the profile to check whether the profile infringes on the property rights of third parties.
8. The delivered goods remain our property until full payment has been made. As long as retention of title exists, any claims or proceeds arising from further processing and/or resale shall be transferred to us in the amount of the invoice amount attributable to our goods. If promissory notes or customer bills of exchange are accepted, all expenses shall be borne by the buyer.
9. These terms and conditions of delivery and payment shall remain legally binding for all sales transactions of Estorfer Kunststoffbetriebs GmbH even if individual parts thereof have been invalidated or do not take effect.
10. The place of performance for delivery and payment is Estorf, and the exclusive place of jurisdiction is Nienburg/Weser.

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Managing directors: H.-J. Itzigebl, M. Funke

Tax ID no.: 34/200/24985

Local court at Walsrode HRB 200960

Bank details: Sparkasse Nienburg

A/c no.: 270 462 **SC:** 256 501 06

Tax ID no.: DE 814937890

IBAN: DE02 2565 0106 0000 2704 62

BIC-Code: NOLADE21NIB

Customs tariff: 39162000

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Kunststoffbetrieb GmbH

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