



INOCON GmbH

Innovative
Konstruktionselemente

Industriestraße 31
53359 Rheinbach

Tel. 02226/90987-0
Fax 02226/90987-99

INOCON GmbH - Industriestr. 31 - 53359 Rheinbach

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Terms of Service

The following terms and conditions apply to all offers and contracts made by us and currently concluded by us. The general terms and conditions of the customer are not accepted in their entirety. Our terms and conditions apply only to entrepreneurs in the sense of § 14 BGB, legal entities of public law and public law special funds.

1. Contract

1.1 A contract is only concluded upon the granting of our written order confirmation or by delivery.

1.2 The presentation of the products on our website and our catalog does not constitute a legally binding offer, but a non-binding invitation to order; Errors in presentation are reserved. Compared to the illustrations, descriptions, drawings, weights and measurements from our catalogs and brochures and our offer, we reserve the right to make technical or production-related changes, as far as the deviations within the limits of customary tolerances.

1.3 Unless expressly agreed otherwise, we are not obliged to provide CAD files (eg CADENAS Partycommunity Downloads). If we do this nevertheless, it is a voluntary, free service. For the accuracy, completeness, timeliness and usability of the data for the purchaser, we assume no liability. The customer uses the data at his own risk and bears the responsibility for the design. Our suggestions serve as non-binding assistance in the form of CAD models. Recognition of claims or claims for damages due to incorrect or incomplete information is therefore excluded.

2. Prices and terms of payment

2.1 Our prices are ex works Rheinbach, excluding packaging, shipping and insurance and plus VAT, unless expressly stated otherwise. For purchasers who are entrepreneurs within the meaning of § 14 BGB, legal entities under public law or special funds under public law (hereinafter collectively: "entrepreneurs"), EXW shall be deemed to have been agreed in accordance with INCOTERMS 2010.

2.2 Our prices are based on the personnel and material costs at the time of the conclusion of the contract. If, for reasons for which we are not responsible, later than 6 months after the conclusion of the contract, we may adjust prices to contractors up to the list prices applicable on the day of delivery (less any agreed percentage or fixed rebate).

2.3 In the absence of special agreement, the payment is due without deductions within 30 days of receipt of the invoice.

2.4 If we have to consider our claims to be endangered due to a significant deterioration in the economic circumstances of the customer, we are entitled to make the processing of all orders of the customer dependent on an advance payment or a security deposit.

2.5 Offsetting against counterclaims of the Purchaser or the retention of payments due to such claims shall only be permitted if the counterclaims are undisputed or legally established or are in a reciprocal relationship with our claims. The purchaser is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship or on an undisputed or legally established claim.

3. Delivery dates

3.1 For all products, the delivery deadline stated in the order confirmation applies, unless expressly stated otherwise. In the event of subsequent changes or additions to the scope of services after the conclusion of the contract, the specified delivery dates and deadlines may be obsolete; they extend reasonably unless otherwise agreed. The delivery period begins with the dispatch of the order confirmation, but not before the provision of any documents, approvals, clearances to be procured by the purchaser and before receipt of an agreed down payment. If necessarily required, the delivery period begins after receipt of the order confirmation equally binding countersigned and provided with company stamp of the client.

3.2 If we cannot meet the agreed delivery date for reasons of hindrance that we are not responsible for (breakdowns, strikes, lockouts, energy supply difficulties, delays in the delivery of essential raw materials and raw materials, etc.), we shall inform the customer immediately. This also applies if the circumstances occur with subcontractors. The delivery period is extended according to the duration of such measures and obstacles. The aforementioned circumstances are not responsible for us even if they arise during an already existing default. If such a case cannot be foreseen that we will be able to render our service within a reasonable period, but at the latest within four months, we and the customer can withdraw from the contract. The same applies if the reasons for hindrance still exist after the expiration of four months after our notification. Should the reasons for hindrance be evident to us at the time of conclusion of the contract, we are not entitled to withdraw.

3.3. delivery

The scope of delivery is determined by our written order confirmation.

Design or design changes that are attributable to the improvement of the technology or to demands of the legislature, remain reserved, provided that the delivery item is not significantly changed and the changes are reasonable for the purchaser.

3.4. Packaging and shipping

Packaging becomes the property of the customer and charged by us. Freight costs, postage and packaging charges will be invoiced separately. The choice of transport is at our discretion.

4. Transfer of risk and acceptance

4.1 If the customer is consumer by means of § 13 BGB, so we carry the the shipping risk regardless of the shipping way in any case. If the purchaser is an entrepreneur, the risk shall pass to the purchaser as soon as we hand over the goods to the commissioned forwarder, carrier or other deliverer designated to carry out the shipment.

4.2 We are entitled to partial deliveries if

- the partial delivery can be used by the purchaser within the scope of the contractual purpose

and

- the purchaser incurs no significant additional expenses or additional costs.

4.3 In the case of special versions deviating from the standard program, quantity deviations of up to 10% in relation to our order confirmation are permitted within the framework of the industry standard, provided that the purchaser is an entrepreneur. In this case, the actually delivered will be calculated.

5. Obligations of the customer

5.1 If the customer is an entrepreneur, he is obliged to check the delivered parts immediately and to inform us of any defects.

5.2 Call orders are, unless otherwise agreed, to be completed within 12 months after the conclusion of the contract. The individual partial deliveries must be called in such a timely manner that a proper production and delivery within the delivery period is possible. If it is not or not promptly called or specified, we are - after unsuccessful deadline - entitled to withdraw from the contract and claim damages instead of performance.

6. Retention of title

6.1 Goods delivered by us remain our property until full payment. Goods that the customer has not paid in full prior to delivery remain our property until full fulfillment of all our claims arising from the entire business relationship with the customer.

6.2 The purchaser is obliged to separate storage and identification of goods subject to retention of title. He will insure the goods subject to retention of title against fire, water damage, burglary and theft at his own expense. Upon request, the insurance policy is to be sent to us for inspection. The customer assigns us in advance the claims against the insurance. We accept the assignment.

6.3 In the case of access by third parties to the reserved property, the customer must notify us immediately. The purchaser bears all costs that have to be expended for the removal of the access and for a replacement of the goods delivered by us.

6.4 The customer is entitled to sell the reserved goods in the ordinary course of business, as long as he is not in default. Pledges or collateral assignments are inadmissible. The purchaser hereby assigns to us in full the claims arising from the resale or any other legal reason (insurance, unauthorized action) with regard to the reserved goods. We authorize him revocably to collect the claims assigned to us for our account in his own name. At our request, the customer will disclose the assignment and provide us with the information and documents necessary for the collection of the claim.

6.5 If the reserved goods are combined with other objects, the reserved property continues to the newly arising object. As a result, we acquire a co-ownership share in the ratio of the value of the reserved goods (invoice value) to the value of the other connected goods. If one of the connected items is to be regarded as the main item, the customer transfers co-ownership to us in proportion of the value of the goods delivered by us (invoice value) to the value of the other connected items. The orderer stores the new thing regarding our co-ownership share free of charge. If the goods subject to retention of title are resold as part of the new item, the same applies in no. 6.4 agreed advance assignment only in the amount of the invoice value of the reserved goods.

6.6 If the law of the country in which the delivery item is located does not permit the agreement of a retention of title, or only in a limited form, we may reserve other rights to the delivery item. The Purchaser shall be obliged to take part in all necessary measures (for example registrations) for the realization of the retention of title or the other rights which replace the reservation of proprietary rights and for the protection of these rights.

7. Claims for defects

7.1 If the customer is a consumer, he is entitled to the statutory warranty claims.

7.2 If the purchaser is an entrepreneur, the claims for defects are based on the following provisions:

7.2.1 Insofar as there is a defect in the purchased item, we shall be entitled, at our discretion, to subsequent performance in the form of a remedy of the defect or to the delivery of a new defect-free item. A defect does not exist if the complaints are based on improper installation or treatment, improper use or natural wear. In the case of a replacement delivery, the customer has to return the defective item according to the statutory provisions. The expenses required for the purpose of supplementary performance, in particular transport, labor and material costs, are borne by us; this does not apply if the costs increase because the delivery item is located in a place other than the place of intended use.

7.2.2 We are entitled to make the subsequent performance owed dependent on the purchaser paying the due purchase price. However, the purchaser is entitled to retain part of the purchase price which is reasonable in relation to the defect.

7.2.3 The limitation period for claims for defects is - except in the case of malice and subject to para. 8.2.4 - 12 months from date of delivery or, if acceptance is required, from acceptance.

7.2.4 If the end customer of the orderer is a consumer and makes defects, then no. 7.2.1 to 7.2.3 shall not apply to claims of the customer for supplementary performance existing within the framework of the delivery recourse pursuant to § 478 BGB, reimbursement of expenses pursuant to § 478 (2) BGB, withdrawal or reduction.

7.2.5 For the rest, the purchaser deviates from para. 7.2.1 to 7.2.4 no claims to.

7.3 Exchange / redemption

Only intact parts can be returned or exchanged for a restocking fee. Excluded from the take back are custom special parts, i.e. linear units, tube cuttings, clamp connectors with surface treatments and commercial goods.

8. Liability

8.1 If the purchaser is a consumer, we are liable according to the statutory provisions.

8.2 If the customer is an entrepreneur, we are liable according to the following regulations:

8.2.1 We are liable according to the legal regulations for a culpable violation of our essential contractual obligations. Significant contractual obligations are obligations that characterize the typical purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the contractual partner may regularly rely. Insofar as we are neither guilty of grossly negligent nor deliberate behavior, we are only liable for typically occurring, foreseeable damage.

8.2.2 In all other cases, we are liable if a damage has been caused by one of our legal representatives or by a vicarious agent intentionally or through gross negligence. In the case of assumption of a guarantee as well as for damages from the injury of the life, the body or the health we are liable in accordance with the legal regulations. Otherwise, claims for damages due to breaches of duty against us are excluded.

8.2.3 Liability in accordance with the Product Liability Act remains unaffected.

8.2.4 Claims for damages according to the above point. 8.2.1 to 8.2.3 become time-barred within the statutory periods.

8.2.5 A claim for damages for breach of the obligation for supplementary performance pursuant to §§ 437 no. 1, 439 BGB exists only if, during the 12-month limitation period pursuant to para. 7.2.3 both a) the customer has requested supplementary performance and b) we have violated our supplementary performance obligation

8.3 liability for e.g. Property damage, loss of production, delay damage, travel expenses, costs for disassembly / assembly, transport costs, etc. are expressly excluded, i. Liability is limited to the free replacement of defective goods in the case of a justified complaint.

9. Final provisions

9.1 This contract is subject to German law. Excepted, i. The UN Agreement on the International Sale of Goods is not applicable. In the case of end-users within the European Union, the law may be applicable at the place of residence of the end-user, provided that and to the extent that these are mandatory consumer-law provisions.

9.2 The place of performance for all obligations of both parties is Rheinbach.

9.3 If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from and in connection with this contract shall be determined exclusively by our registered office. This also applies if the

purchaser does not have a general place of jurisdiction in Germany or relocates his domicile or habitual residence from the country after conclusion of the contract, or his place of residence or habitual residence at the time of filing the action can not be determined. In addition, the customer may in all cases - at our option - be sued at his seat.

9.4 The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions and the existence of the contract. The ineffective provision shall be replaced by a provision whose economic content is closest to the ineffective provision. The same applies in the case of a gap.

10. Database retrieval contract for PARTSERVER

10.1 Protection of your personal data

The protection of your personal data is of utmost importance to us. This online site is operated by "INOCON" (hereinafter also "we"). We are "responsible body" within the meaning of the Federal Data Protection Act. If you would like to use these online sites, we will need to contact them in places, content, order, delivery and service provision as well as payment processing with regard to our services, in particular the following personal data collected from you, store and use: name, first name, title, address, e-mail address, telephone number, bank details, password with the specification and storage of this data. You agree that your personal data will not be disclosed to third parties.

10.2 General

While you are visiting the portal, our web servers collect general technical information, in particular about the software and hardware you use, the IP address of your computer, which websites you have visited, and the time and duration of your visit. These data have no personal reference to you.

10.3 Technical safety

To protect the data provided to us, we are constantly updating our technical and organizational security measures. These measures should prevent as far as possible unauthorized access, unlawful deletion or manipulation and the accidental loss of data.

10.4 Right to information, rectification

At your request, we will gladly inform you free of charge if and which personal data about you are stored. Incorrect data will be corrected by us immediately after knowledge.

10.5 Further information

Your trust is important to us. Therefore, we would like to be your answer at any time regarding the processing of your personal data. If you have any questions that this Privacy Policy could not answer or if you would like more in-depth information, please contact the Privacy Officer at any time.

10.6 Storage duration

Personal information that has been communicated to us through our website will only be stored until the purpose for which it was entrusted to us is fulfilled. Insofar as commercial and tax retention periods must be observed, the storage period for specific data may be up to 10 years.

10.7 Use of Google Analytics: This website uses Google Analytics, a web analysis service of Google Inc. ("Google"). Google Analytics uses so-called "cookies", text files that are stored on your computer and that allow an analysis of the use of the website by you. The information generated by the cookie about your use of this website is usually transmitted to a Google server in the USA and stored there. However, if IP anonymization is activated on this website, your IP address will be shortened by Google beforehand within member states of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be sent to a Google server in the US and shortened there. On behalf of the operator of this website, Google will use this information to evaluate your use of the website, to compile reports on website activity and to provide other services related to website activity and internet usage to the website operator. The IP address provided by Google Analytics as part of Google Analytics will not be merged with other Google information. You can prevent the storage of cookies by a corresponding setting of your browser software; however, we point out that in this case you may not be able to use all the functions of this website in full. In addition, you may prevent the collection by Google of the data generated by the cookie and related to your use of the website (including your IP address) and the processing of this data by Google by downloading the browser plug-in available under the following link and install tools.google.com/dlpage/gaoptout

11. Rights and Copyright

11. INOCON tries to keep all information on the internet as up-to-date as possible. We reserve the right to make technical changes or changes due to errors as well as the deletion of individual articles from the assortment. The products of INOCON GmbH were developed as design and adjustment systems with the aim to cover the widest possible range of requirements. For special applications with exceptional requirements for our products, we can not guarantee their suitability. Our design department will answer any questions you may have about specific product features, such as missing tolerances, dimensions or strengths like information. All rights to the catalog or website are owned by INOCON GmbH. Reproduction or copying of content is not permitted, even in extracts.