1. Validity of the general terms and conditions
1.1 Offers submitted, the sale of goods and the rendering of services (e.g. subcontracting) by Kräuter Mix GmbH shall be subject to the following terms and conditions and – provided that these terms and conditions do not include a provision to the contrary – by the law of Germany.  
1.2 In case of subcontracting, the relevant special business terms and conditions have to be considered with priority. These are available on https://www.kraeuter-mix.de/en/de/.

2. Terms and conditions of business of the Orderer may, to which we adhere, not be recognised unless their validity is expressly confirmed in writing.

3. Our terms and conditions of sale shall only apply to registered traders.

4. Concluding a contract, Prices
4.1 Our offers shall be subject to change. A contract shall only materialise through written confirmation of order by the customer. A confirmation sent by fax message or email even without signature shall suffice.

5. Delivery date, partial delivery and rescission due to hindrance of performance
5.1 If our self-delivery is delayed on account of force majeure or due to another for us non-allowable hindrance of performance and it is therefore, impossible for us to hold to the agreed delivery date, we are entitled to postpone the delivery date by the amount of time of the hindrance in addition to a reasonable amount of initial time, or, if it need to deliver partial performance.

5.2 If the delay in delivery is unpredictable on account of force majeure or due to another for us non-allowable hindrance of performance and if our self-delivery is not possible or such self-delivery will no longer be feasible for us acceptable conditions of coverage are not possible, then we can rescind the contract. If we receive, due to such reasons, only a partial self-delivery or is a cover purchase only partially possible, then we can only partially rescind the contract, unless the buyer is not interested in a partial performance.

5.3 We are entitled to rescind the contract in the case of judicial prohibition or prohibition by authorities to deliver the goods, so far as the measures were known after the contract was signed.

5.4 The occurrence of our delay in delivery is determined as per the legal provisions. However, a reminder by the Orderer is necessary in each & every case.

5.5 Quantity and condition of the goods, obligation to cooperate, packaging, delivery
5.1 Unless otherwise agreed, the delivery takes place from the warehouse, which is also the place of fulfilment for the delivery and a possible subsequent fulfilment. At the demand and the costs of the Orderer, the goods are delivered at a different destination (Sales shipment). Unless otherwise agreed, we shall reserve the right to partial self-delivery if the order includes more than one type of delivery (especially the transport company, route and delivery, and packaging).

5.2 We shall reserve the right to supply up to 5% more or less than the ordered volume, if of delivery, unless otherwise agreed.

5.3 Unless otherwise agreed, the price shall be understood as being ex Works, exclusive value added tax, exclusive freight and insurance.

6. Warranty
6.1 The Orderer can only assert rights in the event that there are defects in the delivered goods if he checks the goods without delay after delivery and notifies us of the defects in writing/ in text form/ by email within five working days from delivery at the latest. In the event that the defects are concealed, the notification period shall begin when the defect is discovered.

6.2 We shall be liable for the delivered goods being free of defects. Biologically caused variations in shape, size and structure of the delivered goods may not be considered a defect for natural products, provided that parameters specifically agreed in individual contracts have been observed or the quality fluctuations do not exceed normal amounts.

6.3 If the goods are faulty and if the preconditions of Nos. 8.1 and 8.2 have been satisfied, the Orderer can demand subsequent fulfilment in accordance with the law or reduce the purchase price or withdraw from the contract and demand compensation for damages provided that legal requirements have been satisfied.

6.4 If we are obliged to bear the expenditure necessary for the purposes of effecting improvements, in particular transport costs, travelling expenses, labour and material costs, this shall not apply in so far as the expenditure is increased because the thing has been moved to a third location following its delivery to the Orderer.

6.5 In so far as the Orderer is entitled to a claim for the reimbursement of damages instead of performance, our liability shall be limited to the reimbursement of foreseeable damage which could be foreseen at the time of the contract / at the time of acceptance of the goods.

6.6 If the Orderer is entitled to claim recourse against the supplier in accordance with the law, he shall only be entitled to have a credit note raised for the sum involved.

9. Other liability claims, Limit of liability
9.1 As long as nothing different happens due to these terms and conditions, including the subsequent provisions, we are liable in case of a violation of contractual and non-contractual duties as per the relevant legal provisions. A liability thus presumptively accordance that we are at fault for the damage incurred, unless the law provides for no-fault liability, for example, Product Liability Act.

9.2 For damage compensation, we are liable, irrespective of a legal basis, in cases of intentional and gross negligence.

9.3 For minor negligence, we are liable only - for damages arising from injury to the life, the body or the health; - for damages arising from violation of essential contractual duties (the duty, whose fulfilment enabling the existence of the contract or the performance of the contract is essential) and due to the active ingredient content therein shall the goods shall not regularly relies or may rely); in this case, our liability is, however, limited to the compensation of predictable and typically occurring damage.

9.4 Thereby, the limitations of liability also apply to our vicarious agents, if the damage is not processed by us (as imported”).

9.5 If there is a claim against the supplier due to a no-fault liability to a third party according to a mandatory law, we shall cede to the Orderer insfar as we would be directly liable. For the settlement of damages between the Orderer and us, section 354 of BGB is applicable. This is applicable even if there is a direct claim against us.

9.6 For the measures of the Orderer’s security (e.g. callback), we are liable as per legal provisions.

10. Terms and conditions of payment, netting through counter-claims
10.1 In general, the Orderer shall be fully entitled to offset the invoice and delivery as well as acceptance of the goods. However, within the framework of a continued business relation, we are also always entitled to carry out a delivery fully or partially only against advance payment. An appropriate retention shall only be possible if the delivery has been expressly agreed.

10.2 The Orderer shall only be entitled to offsetting rights if his counter claims have been declared final and absolute in a court of law, are not contested, or are recognised by us. This is not applicable for counter-rights of the Orderer in case of a defective delivery.

11. Statute of limitations
11.1 The period of limitation for defect claims shall amount to twelve months calculated from the passing of the risk. The statutory regulation on the suspension of the Statute of Limitations in the event of recourse against the supplier shall not be affected.

11.2 Other claims by the Orderer shall become timebarred within twelve months, unless we are liable as a result of a defect.

11.3 Instead of the limits mentioned in No. 11.1 and No. 11.2, statutory limitation periods are applicable, as long as we are liable for damages arising from injury to the life, the body or the health, which arise due to a negligent violation of the duty by us or are based on an intentional or grossly negligent violation of the duty by us or the culpable failure to take an auxiliary measure. As long as we are liable for the damage, which arise due to a negligent violation of the duty by us or are based on an intentional or grossly negligent violation of the duty by us or by our legal representatives or vicarious agents, whose fault is not attributable to us.

12. Confidentiality and data protection
12.1 The Orderer is obliged to keep all the received documents and information, images and drawings strictly confidential. This information may be conveyed to the third party only with our prior written agreement.

12.2 The duty of confidentiality is valid for a period of five years after the end of the contract.

12.3 The data processing takes place within the framework of relevant acts.

13. Applicable law, Place of jurisdiction, Place of fulfilment
13.1 The law of the Federal Republic of Germany applies. The UN-convention about the contracts for the international sale of goods is explicitly excluded.

13.2 The place of fulfilment for rights and duties created in this contract shall be our principal place of business.

13.3 The place of jurisdiction shall be Würzburg. However, we can also assert our claims at the courts having jurisdiction where the Orderer has his principal place of business.