

§ 1 General

1. The terms and conditions of business apply to all present and future business relations between entrepreneurs
2. Entrepreneurs for the purposes of the terms and conditions of business are natural or legal entities or legally responsible partnerships with which a business relationship is entered into and which are acting in discharge of a commercial or self-employed occupation. They will hereinafter be referred to as customers.
3. Divergent, conflicting or supplementary general terms and conditions of business will not become part of the contract, even if acknowledged, unless their validity is expressly consented to in writing.

§ 2 Conclusion of a contract

1. Our offers are subject to change without notice. We reserve the right to make technical changes as well as changes to shape, colour or weight within reason.
2. By ordering a product or service (e.g. maintenance), the customer declares with binding force their willingness to acquire the ordered item or service. Acceptance of the contractual offer contained in the order occurs either in writing or through delivery of the product or through the rendering of the service to the customer.
3. In the case of electronic ordering, we will confirm receipt of the order without delay. Confirmation of receipt does not yet constitute binding acceptance of the order. Confirmation of receipt can be linked to the declaration of acceptance (order confirmation).
4. Conclusion of the contract occurs subject to the correct and timely self-supply by our supplier. This only applies if the non-delivery is beyond our control, especially if a concurrent covering transaction is concluded with our supplier. The customer will be informed of the non-deliverability of the service without delay.

§ 3 Reservation of ownership

1. We reserve the right of ownership of the item until such time as all claims arising from a current business relationship have been settled in full.
2. The customer is obliged to handle the item with care. If maintenance and inspection work is necessary, the customer must perform this at regular intervals at their own expense.
3. The customer is obliged to inform us without delay of any third-party access to the item, such as in the case of seizure, as well as any damage to or the destruction of the item. The customer must notify us without delay of a change of ownership of the item or a change of their own location.
4. If the customer is in breach of contract, especially in the case of delayed payment or if an obligation according to points 2) or 3) of this paragraph is not fulfilled, we are entitled to withdraw from the contract and reclaim the item.
5. The customer is entitled to sell the item on in the ordinary course of business. They hereby already transfer to us all claims to the value of the invoice amount against a third party which arise for them from selling the item on. We accept this transfer. We reserve the right to collect the claim ourselves as soon as the customer fails to meet their payment obligations correctly and falls into arrears.

§ 4 Payment

1. The prices offered are binding. These prices are net amounts to which the statutory value-added tax is to be added in each case. In the case of a sales shipment, an additional one-off shipping charge of EUR 26 for within Germany and EUR 76 for abroad shall be levied.

2. National (inclusive Austria and Switzerland):
The customer is obliged to pay the purchase price within 10 days of receiving the product. Once this period has expired, the customer is deemed to have defaulted in payment. While in default, the customer must pay interest on the financial debt at a rate of 8% above the base rate. We reserve the right to prove higher damages caused by the default and to enforce these.

International (except for Austria and Switzerland):
Advance payment of the goods is obligatory for the customer. On receiving the payment the delivery of the goods will be made promptly, either via UPS or online.

3. The payment for services rendered must be made within 10 days of the rendering of the services.
4. The customer has the right of set-off only if their counterclaims were found to have legal force or were acknowledged by us. The customer can only exercise the right to withhold if their counterclaim is based on the same contractual relationship.
5. In the case of installations on site, the costs incurred for travelling and time worked shall be calculated according to a separate price list.
6. In the case of transfers from abroad, all bank or transfer fees shall be chargeable to the recipient of the invoice. We do not accept charges for HUENGSBERG AG

§ 5 Delivery

1. The products are checked by us to ensure that they are complete and in working order. If the shipment arrives via forwarding agent or UPS, the relevant shipping costs will be invoiced.
2. The packaging for the delivered hardware (PC/monitor) remains with the customer as, in the event of a warranty claim, the hardware will only be accepted if returned in its original packaging.

§ 6 Transfer of risk

1. The risk of accidental loss and accidental deterioration of the item is transferred to the buyer with the handover, or in the case of a sales shipment with the delivery of the item to the forwarding agent or the appointee of the person or institution otherwise designated to perform the shipping.
2. The same applies to the handover if the customer is in default of acceptance.

§ 7 Guarantee

1. In the case of defects in our products, we provide a guarantee in the form of our choice of either remedying the defect or providing a replacement.
2. If the honouring of the guarantee fails, the customer can basically demand, according to their choice, a discount on the purchase price (reduction) or an annulment of the contract (withdrawal). If only a minor infringement of contract is committed, especially in the case of only minor defects, the customer does not have the right of withdrawal.
3. The customer must inform us in writing of any obvious defects within 2 weeks of receiving the product. Otherwise the warranty claim cannot be enforced. The deadline is deemed to have been observed if the fault notification was posted in time.
4. The full burden of proof for all conditions of claim, especially for the defect itself, the time it was identified and the timeliness of the claim letter, lies with the customer.
5. If, after a deficiency of title or a material deficiency is not successfully remedied, the customer chooses to withdraw from the contract, they have no additional right to compensation for damages resulting from the deficiency. If, after unsuccessful remedying, the customer chooses compensation, the item remains with the customer if this is reasonable to them. The compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if we have caused the breach of contract maliciously.
6. The warranty period is 1 year from delivery of the product. For used items, the warranty period is half a year from delivery of the product.
7. The nature of the item is fundamentally understood to be our product description. In comparison, public statements, praise or advertising by third parties do not constitute contractual quality descriptions of the product. Under no circumstances do statutes of limitation governing the nature of an item constitute a guarantee.
8. Faults incurred during self-installation are not covered by the guarantee.

§ 8 Limitations of liability

1. We are not liable for ordinary negligent violation of our contractual obligations.
2. The limitation of liability does not affect claims of the customer resulting from the product liability.
3. Compensation claims due to a defect expire by limitation 1 year after delivery of the product. This does not apply if we can be accused of malice.

§ 9 Maintenance

1. Our network support staff will help you with all questions and problems, including over-the-phone advice, remote diagnostics, remote maintenance, remote administration and remote monitoring.
2. Once the warranty period has expired, the hardware and software maintenance, if required, must be requested and becomes chargeable. The line costs incurred for remote maintenance are calculated separately.

§ 10 Restriction

1. We hereby point out that, when third-party software is installed, the products of HUENGSBERG AG could suffer impairment. We reject any liability for impairment caused in this way. It is recommended that customers consult HUENGSBERG AG before downloading or installing third-party software. Otherwise, any liability for this is ruled out.
2. In the case of problems which occur only in connection with the system environment (hardware and software) used at the customer and are not generally comprehensible, the customer is obliged to make the relevant system environment available to HUENGSBERG AG at the customer's own cost for debugging purposes, or to provide all requested and necessary information or to pay the costs for a desired on-site deployment.

§ 11 Concluding provisions

1. The law of the Federal Republic of Germany applies. The provisions of the UN sales law do not apply.
2. The exclusive venue for disputes is our registered office. The same applies if the customer has no place of general jurisdiction in Germany or if their domicile or ordinary residence are not known at the time the action is brought.
3. If one of the provisions in these general terms and conditions of business is or becomes wholly or partially ineffective, this does not affect the validity of the remaining provisions. The wholly or partially ineffective provision shall be replaced by a provision whose economic success comes as close as possible to that of the ineffective one.