



BIO PLANETE
Ölmühle Moog seit 1984

General Terms and Conditions of Sale of Ölmühle Moog GmbH - Business Customers -

1. Scope of application

1.1 These General Terms and Conditions of Sale apply to all business relationships between Ölmühle Moog GmbH (hereinafter referred to as "Seller") and its business customers (hereinafter referred to as "Customer") within the meaning of Section 310 (1) of the German Civil Code (BGB).

1.2 Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall not become part of the contract unless their validity is expressly agreed to in writing. This shall also apply in the event that the Customer orders with reference to its General Terms and Conditions and these are not explicitly contradicted in the order confirmation.

2. Conclusion of contract

2.1 The Seller's offers are subject to change and non-binding, unless they are expressly labelled as binding. The Seller reserves the right to make technical changes and changes in shape, colour and/or weight within reasonable limits.

2.2 By ordering goods, the Customer makes a binding declaration that he wishes to purchase the ordered goods. The Seller is authorised to accept the contract offer within two weeks of receipt of the order.

2.3 Every conclusion of contract requires an order confirmation from the Seller in written or electronic form.

3. Prices and terms of payment

3.1 The prices quoted are net prices plus the applicable statutory VAT and are ex work of the Seller, unless otherwise agreed.

3.2 Additional delivery and shipping costs will be charged separately.

3.3 The purchase price is due for payment without deduction immediately after invoicing. The Customer shall be in default no later than 14 days after the due date, unless otherwise agreed.

3.4 If the Customer defaults on payment, interest at the statutory rate of 8% above the base rate shall be due.



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3.4 The Customer is only entitled to offset if his counterclaims have been legally established or recognised by the Seller. The Customer may only withhold services owed by him due to justified counterclaims from the same contractual relationship.

3.5 If the Seller has justified doubts about the buyer's ability to pay, it shall be entitled to declare all outstanding claims due and payable and to make deliveries only against advance payment or provision of security.

4. Delivery and delivery time

4.1 Delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding information. The delivery date communicated in the order confirmation is binding.

4.2 The Seller is entitled to make partial deliveries and render partial services at any time, provided this is reasonable for the Customer.

4.3 The Seller shall not be liable for delays or impediments to performance that are beyond its control (e.g. force majeure, natural disasters, strikes, delays in delivery by upstream suppliers).

5. Transfer of risk

5.1 The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon handover to the forwarding agent, carrier or other person or institution designated to carry out the shipment, unless otherwise defined by the Incoterm defined in the order confirmation.

5.2 If dispatch is delayed at the Customer's request or for reasons for which the Customer is responsible, the risk shall pass to the Customer upon notification of readiness for dispatch.

6. Retention of title

6.1 The Seller retains title to the delivered goods until all claims arising from the current business relationship have been paid in full.

6.2 The Customer is obliged to treat the reserved goods with care and to insure them adequately at his own expense against theft, breakage, fire, water and other damage.



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7 Warranty and notification of defects

7.1 The warranty period is 12 months from delivery of the goods.

7.2 The Customer must inspect the goods for defects immediately upon receipt. Obvious defects must be reported in writing within 5 days of receipt of the goods, otherwise the assertion of the warranty claim is excluded.

7.3 In the event of justified complaints, the Seller shall, at its discretion, either repair or replace the goods.

8. Liability

8.1 The Seller is liable for damages resulting from injury to life, body or health that are based on an intentional or negligent breach of duty by the Seller.

8.2 The Seller shall only be liable for other damages in the event of wilful or grossly negligent breach of duty.

8.3 Liability for slight negligence or any kind of consequential damage is excluded, except in the case of a breach of material contractual obligations.

9. Data protection

The Seller collects, processes and uses the Customer's personal data exclusively for the purpose of processing the contract. Further information on data protection can be found in the Seller's privacy policy.

10. Final provisions

10.1 Amendments or supplements to these Terms and Conditions must be made in writing.

10.2 Should individual provisions of these Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

10.3 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.4 The place of jurisdiction for all disputes arising from this contract is the registered office of the Seller, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law.