

Terms & Conditions

1. Definition

Only the following terms & conditions shall apply for the business relationship between the Euroviva GmbH - Karl-Hergt-Str. 22 - 77855 Achern ("Euroviva GmbH or We") and the customer ("Customer or You"). Different conditions of the customer are not recognized unless Euroviva GmbH agrees to their validity in writing.

All products and services offered by Euroviva GmbH are exclusively for corporate customers within the meaning of § 14 BGB. Euroviva GmbH reserves the right to request supporting documents. If Euroviva GmbH learns after the conclusion of the contract that the customer is not acting as corporate customer within the meaning of § 14 BGB Euroviva GmbH reserves the right to withdraw from the contract.

2. Quotations, Delivery and Conclusion of Contract

Our quotations are not binding. The statement of acceptance for each individual order requires our written confirmation to be valid. We reserve the right to deliver and perform in parts. Delivery dates or delivery times are binding if given by ourselves in writing. Delays in delivery of goods or services which are caused by force majeure and/or occurrences beyond our control which result in difficulty or impossibility or delay to deliver goods or services - particularly industrial action, action by authorities, etc. - overrule delivery dates and times given in writing. In these cases we are entitled to delay the delivery of goods or services until the occurrence does not affect delivery of goods or services to an appropriate start time. We also reserve the right to waive the contract fully or partially should we feel unable to deliver goods or services fully. If the occurrence lasts longer than 4 weeks, we are authorized to waive the contract post an appropriate addition to the agreed delivery date and time should we feel unfit to deliver goods or services fully. We are not liable for any damages resulting from an alteration to the delivery date and time or waving of contract if we have informed the customer as soon as possible. Delivery and shipment and any resulting liability are the customer's realm of responsibility.

3. Prices and Payment

All prices are given net and exclusive Value Added Tax and shipping costs.

Default payments results in default interest of 8% above standard European interest rate

You can only offset uncontested or legally fully established claims within one purchase contract.

We are authorized to charge the complete remaining debts should we be informed of any circumstances which make us doubt your credibility even if we have previously accepted cheques or bills of exchange.

In the absence of any other agreement we are authorized to charge your payments at first on elder debts, costs and interests in the order: costs, interests, main invoice.

4. Retention of Title

The delivered goods remain our property until we have received full payment. Pledging of goods or transfer of ownership as security on debts is not permitted. Any claims against third parties regarding the further disposal or transfer of goods are transferred to us. In case of seizure of the retained goods by third parties, it is your responsibility to point out our ownership and inform us immediately. In the event of violation of contract we reserve the right to repossess the retained goods or to demand the transfer of your claims against third parties. By repossessing the retained goods we do not waive the contract as long as German credit purchase legislation is not effected.

5. Delivery and Product Availability

If Euroviva GmbH accepts the customer's order Euroviva GmbH will ship the goods as soon as possible. If prepayment payment option is chosen Euroviva GmbH will dispatch the goods after having received full payment.

If one or many of the items ordered are sold out at the time full payment is received Euroviva GmbH will inform the customer immediately.

We reserve the right to deliver and perform in parts. Delivery dates or delivery times are only binding if given by ourselves in writing. Delays in delivery of goods or services which are caused by an act of higher will and/or occurrences beyond our control which result in difficulty or impossibility or delay to deliver goods or services - particularly industrial action, action by authorities, etc. - devalue delivery dates and times given in writing. In these cases we are entitled to delay the delivery of goods or services until the occurrence does not affect delivery of goods or services plus an appropriate start time. We also reserve the right to waive the contract fully or partially should we feel unfit to deliver goods or services fully. If the handicap lasts longer than 4 weeks, we are authorized to waive the contract post an appropriate addition to the agreed delivery date and time should we feel unfit to deliver goods or services fully. We are not liable for any damages caused in the case of an addition to the delivery date and time or waving of contract if we have informed the customer as soon as possible. Delivery and shipment and any resulting liability is customers responsibility.

6. Complaint and Warranty Procedures

It is the customers responsibility to inform us about obvious defects immediately at the latest within one week after the delivery. If the customer fails to inform us in time the goods shall be deemed approved unless that the defect is of such nature that the defect was not recognizable. Such defects must be made known to Euroviva GmbH immediately after the realisation. Otherwise these goods shall be deemed approved too. If Euroviva GmbH engages in negotiations on a complaint, this does not constitute an acceptance of the complaint.

7. Material Inspection / Material Maintenance

Safety relevant products have to be examined every day. Damaged parts must be replaced immediately. The cable winches are to be protected from rain. Parts which are subject to 'wear and tear' have to be checked in appropriate intervals and must be replaced if they show signs of wear.

8. Copy Protection

All components being purchased from Euroviva GmbH must not be copied or replicated. Replicas manufactured by third parties are not to be marketed. All documents supplied with the goods distributed can only be used for products manufactured by Euroviva GmbH. In case of violation of these conditions a penalty by contract of at least € 20.000 per manufactured/marketed item of equipment or component is payable to Euroviva.

9. Liability

The liability of Euroviva GmbH for loss and damages to the customer is limited to intentional or grossly negligent behaviour in accordance with statutory provisions.

In case of lightly negligent behaviour of Euroviva GmbH liability is limited to the reasonably foreseeable damage but in any case not more than 5 % of the total contract value.

The aforementioned liability restrictions also apply for the assignees of Euroviva GmbH

10. Privacy Policy

Collected data is used only to process your order. To do so some information will be passed on to affiliates and assignees of Euroviva GmbH. That might be e.g. shipping companies or banking firms. Your data is not intentionally made available to any other entity that is not involved with processing your order.

11. Final Provision

In any case, also with foreign customers, the entire legal relation between yourself and ourselves is governed by the legislation of the Federal Republic of Germany The UN Sales Convention shall not be applicable. Place of jurisdiction is Karlsruhe/Germany. If one or more of the provisions of these terms & conditions is or becomes invalid, the validity of the remaining provisions shall not be affected. Instead of the invalid provision shall be found such a replacement that comes close as possible to the invalid provision(s).