§ 1 General

The deliveries, services and offers of Ortho-Systems Thomas Böckh are in all cases subject to the following general business terms, unless other conditions have been agreed to in writing. These general business terms are regarded as accepted, at the latest, on receipt of the goods or service. They also apply to future business transactions within an ongoing business relationship, even if not expressly agreed. Other business terms of the customer are only effective if they have been confirmed in writing by Ortho-Systems Thomas Böckh. The same applies to changes and additions to these general business terms.

To avoid delays and incorrect deliveries, please, when ordering, always quote the product descriptions, sizes and body weight details in full.

§ 2 Offer and Conclusion of Contract

Our offers are subject to change without notice and are not binding. A contract only comes into existence when the order received by us has been confirmed in writing, or when we, by delivering the goods, have made it understood that we have accepted the order.

§ 3 Prices, Delivery and Payment Terms

All the quoted prices are net (without statutory value-added tax) and, unless otherwise stated, free of shipping costs for net orders over € 250.00. The delivery terms quoted in the order confirmation are approximate and not binding for us. Partial deliveries are permitted. In the event of acts of God, strikes, shortages of raw materials, industrial disorders, war or other circumstances beyond our control, we are entitled to delay part of or the entire order without the purchaser being entitled to compensation. Misprints and other errors in the compilation of the price list are subject to change. Payment shall be in advance or per invoice with a payment term (receipt of payment) of 30 days from the invoice date (or 14 days with a deduction). For late payment, we charge at least 8 % penalty interest from the due date. It is not permissible to return or exchange products except in their original packaging.

§ 4 Acceptance and Transfer of Risk

The customer must check the goods for completeness and damage immediately on receipt. If no complaint is made within 8 days after receipt of delivery, the goods are deemed accepted. The transfer of risk to the ordering party (including the delivery free of shipping costs) takes place at the time of consignment of the goods for shipping. For deliveries which are not accepted by the ordering party, we charge a processing fee of € 25.-

§ 5 Reservation of Ownership

The goods are sold with reservation of ownership. Ortho-Systems Thomas Böckh reserves ownership of the delivery goods until all claims arising from the business relationship have been paid. If goods delivered under reservation of ownership are combined by the purchaser with other articles, such that both become integral components of an article, then we acquire co-ownership of the new article in proportion to the invoice price of the delivered item(s). The customer is entitled to transfer the reserved goods through correct business transactions with reservation of ownership. However, he immediately cedes all outstanding claims from the recipient which result from this transfer, particularly the purchase price, and forwards this to Ortho-Systems Thomas Böckh. It is not permissible to pledge or transfer ownership as security. The purchaser is obliged to immediately inform the seller of agreements with third parties that prevent settlement of the account. In the event that goods delivered under reservation of ownership are further sold, the purchaser must not make any agreement with the second seller that the purchase price to which the seller is due for the reselling is non-transferable, or may only be transferred with the agreement of the second seller. The purchaser bears all costs that we incur through re-acquisition under the terms of the reserved ownership. If we make use of our right to restitution, then - irrespective of the sellers payment obligations - we are entitled to sell the re-acquired purchase article for the highest possible return.

For goods delivered without invoice, Ortho-Systems Thomas Böckh reserves the right to demand the return of the said goods at any time.

§ 6 Warranty

The seller provides a warranty that the goods are free of defective materials and workmanship so as to render the goods unusable or limit their normal use, in so far as the warranty has not been restricted or revoked by previous suppliers. The warranty is null and void if the customer or a third party employs, maintains, repairs, uses or modifies the contractual product in an unsuitable manner, or subjects it to conditions that do not conform to the specifications, weight, size and functional classifications and instructions for use. If a reported defect is found to be not covered by the warranty, the costs for checking and repair will be invoiced at the current service charge rate of Ortho-Systems Thomas Böckh. Provided there are no further claims, we will, according to our discretion, either repair or replace the purchase article at our discretion. The purchaser is obliged to changes and any claim to damages from third parties that prevent settlement of the account. In the event that goods delivered under reservation of ownership are further sold, the purchaser must not make any agreement with the second seller that the purchase price to which the seller is due for the reselling is non-transferable, or may only be transferred with the agreement of the second seller. The purchaser bears all costs that we incur through re-acquisition under the terms of the reserved ownership. If we make use of our right to restitution, then - irrespective of the sellers payment obligations - we are entitled to sell the re-acquired purchase article for the highest possible return.

For goods delivered without invoice, Ortho-Systems Thomas Böckh reserves the right to demand the return of the said goods at any time.

Transport damage:
The customer is obliged to check the goods immediately on delivery for damage or obvious deficiencies. Deficiencies must be immediately pointed out to the delivery agent (e.g. parcel service or shipping agent) and noted on the forwarding documents. All deficiencies and transport damage must also be immediately reported to us in writing within 8 days. The damaged goods remain with the recipient until evaluation by the expert assessor. No subsequent complaints can be considered.

Custom orders:
Goods that have been ordered and manufactured according to the customer’s individual specifications are regarded as custom orders. They are absolutely excluded from exchange or credit.

Custom fabrication:
Central fabrication of individual components or entire orthopedic appliances (e.g. orthoses, prostheses) which have been custom-made per customer commission are regarded as custom fabrications. They are absolutely excluded from exchange or credit.

Returns:
Returns of shipments against credit are only permitted within 6 months of invoice date. Returns must be sent postage paid (“Franco domicile”) in their original packaging, free of defect and in faultless condition. For return / exchange of goods one month after the invoice date we charge a processing fee of 7.5 %, and after three months 15 %.

§ 7 Applicable Law, Partial Invalidity

Our business relationships and the entire legal relationships between us and the customer are subject to the laws of the Federal Republic of Germany. If a provision of these business terms or a provision of other agreements is or becomes invalid, this does not affect the validity of the remaining provisions or agreements. The place of jurisdiction is Munich.