Terms of sale and delivery

Date of issue: 1 January 2016

Additional Conditions for Export Orders, [supplementary to the General Terms and Conditions of the company Building Products Deutschland GmbH (BPac), Theodor-Heuss-Ring 23, D-50668 Köln, Germany].

ApplicableCommercialLaw

The contractual relationship between foreign (non-German) customers and Building Products Deutschland GmbH is governed by the UN Commission on International Trade Law (United Nations Convention on Contracts for the International Sale of Goods - CISG). In addition, INCOTERMS 2010 apply to all our export orders.

Force Majeure, Abuse of Copyrights, Special Local Taxes

In the case of delivery abroad (outside of Germany), Building Products Deutschland GmbH is not responsible to the customer for damage caused to him through:

a) delayed delivery of goods due to Force Majeure,
b) injury of copyrights of third parties valid at place of delivery,
c) payment of punitive local duties imposed on the delivered goods.

As far as it may be necessary, the customer releases Building Products Deutschland GmbH from responsibility to third parties for claims for compensation regarding the above mentioned injury of copyrights, and also from responsibility for payment of local taxes or import duties which have not been previously agreed in writing.

Discounting on Agreed Purchase Prices

In the event that Building Products Deutschland GmbH agrees that the price of the goods delivered outside of Germany is to be subject to discount because the goods in some manner fail to meet contractual conditions, then such discount shall be limited to a maximum value of 25% of the total value of the original order.

Compensation for Damages

In the event that Building Products Deutschland GmbH agrees to pay compensation for any damages due to breach of contract, then such compensation shall not exceed the value of the original order.

Contract Language and Place of Jurisdiction

Our choice of language for the contract is German, English or the national language of the customer.
Our choice of place of jurisdiction is the Landgericht Köln (Germany), or the competent and locally responsible court in the place of the customer.