

Terms of delivery and payment

Offers, orders

Offers made by the supplier are subject to change and lose their validity after 3 months, unless otherwise agreed in writing. Fixed placed orders may only be cancelled with the consent of the supplier, whereby the supplier reserves the right to claim compensation for costs.

Deliveries

Deliveries within Germany shall be made free of charge from a net value of goods of Euro 1000. Deliveries abroad are ex works, i.e. the shipping and transport costs are to be borne by the buyer, unless otherwise agreed. Delivery dates are non-binding and exceeding the stated delivery time does not entitle the buyer to cancel the order or to return the delivered goods.

Retention of title

The goods sold remain the property of the seller until the purchase price has been paid in full. Upon payment of the final instalment, ownership of the goods shall be transferred to the buyer without further ado. The buyer is obliged not to dispose of the goods by selling, pledging, renting, lending or in any other way until the purchase price has been paid in full.

Resale clause

The purchaser is authorised to resell our reserved goods in the ordinary course of business. The purchaser hereby assigns to us in advance all claims against third parties arising from this in the amount of the respective invoice value (including VAT). Notwithstanding this assignment, the purchaser shall remain authorised to collect the claims.

Transport damage, warranty

Our freight forwarder transports goods in accordance with the "General German Freight Forwarders' Terms and Conditions" (ADSp). § 438 of the German Commercial Code (HGB) applies to the notification of damage.

It states:

1. if loss of or damage to the goods is externally recognisable and the consignee or the sender does not notify the carrier of loss or damage at the latest upon delivery of the goods, it shall be presumed that the goods have been delivered in a condition in accordance with the contract. The notification must sufficiently noticeably identify the damage.
2. the presumption under paragraph 1 shall also apply if the loss or damage was not externally recognisable and was not reported within five days of delivery.
3. claims for exceeding the delivery period shall lapse if the consignee does not notify the carrier of the exceeding of the delivery period within twenty-one days of delivery.
4. notification of damage after delivery must be made in text form. Timely despatch shall suffice to meet the deadline.
5. if loss, damage or exceeding of the delivery period is notified upon delivery, notification to the person delivering the goods shall be sufficient.

The seller warrants that the products are free from manufacturing and material defects. The warranty period is 24 months. The warranty begins on the date of delivery. We provide a warranty for the delivery item in such a way that we either repair or replace, at our discretion and free of charge, any parts that are proven to be defective or unusable due to manufacturing or material defects within the warranty period - with paid return shipment. Transport and assembly costs will not be reimbursed, as by standard trading procedure.

Return of goods

Goods that are returned without our consent cannot be credited. If we take back goods, the returned goods must be in their original packaging, in perfect, resalable condition, i.e. fully functional and neither dirty nor scratched. We charge restocking costs of 15% of the net value of the goods for the return. The return delivery must be made to us free of charge, after agreement of the date, stating the commission and our order number or the serial number. Mattresses and customised products are generally excluded from return.

Delivery times, design changes

The delivery time stated in the order confirmation or in the offer shall be adhered to by the seller as far as possible. The seller shall not be responsible for delays in delivery and performance due to force majeure and due to events that make delivery more difficult for the seller, even if these occur at a supplier of the seller, even in the case of bindingly agreed deadlines and dates. Strikes, lockouts and similar circumstances that affect KayserBetten directly or indirectly are equivalent to force majeure. The seller reserves the right to make design changes at any time in order to improve the product; however, he is not obliged to inform the buyer of this or to make such changes to products already delivered at a later date.

Terms of payment

For domestic transactions within 8 days of the invoice date./ . 2 % discount or within 30 days strictly net, for foreign transactions within 30 days strictly net. If the payment period is exceeded, standard bank debit interest may be charged. Reminder costs shall be borne by the debtor.

By placing the order, the purchaser accepts these terms of delivery and payment.

Place of fulfilment and jurisdiction is Bad Fallingbostal-Dorfmark.

Status: 2023