

15.04.2025

Terms and Conditions of Sale, Delivery and Payment Schütz & Co. GmbH & Co. KG

The following terms and conditions of sale, delivery, and payment apply exclusively to all our deliveries. Verbal side agreements are not binding unless confirmed by us in writing. The purchaser's terms and conditions shall not apply.

By placing an order in accordance with these terms and conditions and accepting the goods and invoice without objection, the purchaser accepts these terms and conditions in full.

1. Prices

Our prices and offers are quoted in euros and are subject to change without notice. Prices are net, exclusive of the statutory value-added tax (currently 19%).

2. Terms of Delivery

Deliveries are made uninsured and ex works Kattenes, based on a written offer and excluding packaging.

- **The minimum order quantity per item is 1 litre/kilogram, if the unit price is below €100 per litre/kilogram.**
- **The minimum order value per order is €100.**

Stated delivery times are non-binding.

No compensation will be provided for delays or missed deadlines.

We also accept no liability for non-delivery due to force majeure (e.g., strikes).

Shipment is made via the most economical freight route; any customer instructions in this regard are not binding.

Customers who collect goods themselves are not entitled to any freight compensation.

3. Complaints

The risk passes to the buyer as soon as the goods leave our factory.

Upon receipt, the goods must be inspected immediately for accuracy and completeness.

Later complaints will not be accepted.

We accept no liability for damage resulting from the processing of defective goods.

Minor variations in quality due to the natural character of the product or raw materials used do not constitute grounds for complaint or claims for compensation.

If reported defects are acknowledged by us, we reserve the right to provide a replacement. No further claims will be recognized.

4. Payment

Our prices are net and payable without deductions within 10 days of delivery.
For initial orders, payment must be made in advance or on delivery.

Bills of exchange and cheques are accepted only on account of performance, not in lieu of payment.

Discount charges are the responsibility of the purchaser and are due immediately in cash.
Payment by bill of exchange must be agreed in advance.

In the event of late payment, interest will be charged at a rate of 8% above the current base rate of the Deutsche Bundesbank.

5. Default of Payment and Retention of Title

If the purchaser is in default of any payment, suspends payments, or is deemed to be unable to pay, we reserve the right to demand advance payment or security for all outstanding deliveries.
We may also withdraw from current contracts at any time.

We reserve the right to reclaim goods subject to retention of title without the purchaser having any right of retention or set-off, both of which are excluded.

All goods delivered remain our property until all claims against the purchaser are settled.
This also applies to processed goods. The purchaser agrees to resell such goods only under conditions that preserve our ownership until full payment is received.
Otherwise, proceeds from the resale shall become our property.
This assignment remains undisclosed as long as the purchaser meets their obligations; if not, we reserve the right to disclose it, and the purchaser must cooperate.

Goods subject to retention of title may not be pledged or otherwise encumbered.
Any third-party intervention must be reported to us immediately.

6. Place of Fulfilment and Jurisdiction

The place of fulfilment for delivery and payment is Löff/Kattenes.
The place of jurisdiction for disputes involving cheques or bills of exchange shall be Koblenz.
Koblenz is also the jurisdiction for dunning proceedings.