

Terms and Conditions

GENERAL SALES AND DELIVERY CONDITIONS of SPARCIO UG

Established at Bereiteranger 4, 81541 Munich Germany. Registered in Munich with registration number: HRB 249880

When Sparcio UG is mentioned this refers to Sparcio UG

Article 1 - applicability

1.1 These terms and conditions are part of and apply to every offer, agreement and execution of every agreement between SPARCIO UG and its customers.

1.2 Any conditions made by the customer, including standard terms and conditions of the customer, are only applicable if SPARCIO UG has accepted them in writing.

Article 2 - Offers

2.1 Every offer from SPARCIO UG is completely free of any obligation, this including prices, quantities, types, sizes, weights and delivery times.

2.2 An agreement between SPARCIO UG and the customer comes about through SPARCIO UG's written order confirmation or actual execution of the agreement.

2.3 Clauses deviating from these terms and conditions are only binding insofar as they have been confirmed in writing by SPARCIO UG.

2.4 All intellectual property rights of whatever nature on, among other things, but not limited to, products, services, advice, documents, materials, designs, sketches, quotations are held by SPARCIO UG and may consequently not be reproduced in any form without explicit and written permission from SPARCIO UG.

2.5 If the product delivered by SPARCIO UG to the customer deviates from the image on the internet, this does not give rise to the cancellation of the agreement by the customer and SPARCIO UG is never liable for this. The technical information shown on the internet by SPARCIO UG, for example due to innovative developments, can not correspond to the product delivered to the customer by SPARCIO UG. This does not give the customer any reason to cancel the agreement and SPARCIO UG is never liable for this.

Article 3 - prices and costs

3.1 All quoted prices are based on cost prices. SPARCIO UG reserves the right to increase the quoted prices up to the moment of order confirmation, especially if the cost price is increased. Cost prices are determined, among other things, by wages, salaries, social security costs, costs of raw materials and other materials, insurance premiums and price and currency ratios. The purchase price is the price stated in the order confirmation.

3.2 The purchase price is from Munich, Germany.

3.3 The purchase price is exclusive of VAT or similar taxes or if otherwise indicated, costs of packaging and transport costs and small expenses.

Article 4 - transport, insurance, delivery and risk

4.1 Unless otherwise agreed in writing, SPARCIO UG will take care of the transport of the purchased products and the products to be delivered.

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4.2 Any transport damage must be reported in writing to SPARCIO UG immediately upon receipt by the customer. In the absence of written notification, the customer loses the right to obtain any compensation, in particular compensation, including consequential damage.

4.3 If it has been agreed in writing that the customer takes care of the transport, he must call the purchased products at the date and place specified by SPARCIO UG. In the absence of a timely call, SPARCIO UG will store the products at the expense and risk of the customer.

4.4 The delivery of the products is complete: a: if SPARCIO UG takes care of transport, by delivery to the address specified by the customer. b: if the customer is responsible for transport, by delivery to the carrier.

4.5 The risk of the purchased products and the products to be delivered passes to the buyer as soon as the products have been delivered to the buyer's address, if SPARCIO UG takes care of the transport. If the customer takes care of the transport, the risk of the purchased and the products to be delivered will pass to the buyer as soon as the agreement between the customer and SPARCIO UG has been established.

4.6 The customer is prohibited from refusing the delivery of the products. All costs and damages arising from this refusal are entirely at the expense and risk of the customer.

Article 5 - delivery times

5.1 Delivery time is understood to mean the term specified in the order confirmation, within which the product must be sent or must be ready for shipment. The stated delivery time is approximate and never counts as a deadline, unless expressly agreed otherwise in writing.

5.2 The customer is not entitled to compensation for damage, arising as a result of exceeding the delivery time, on any grounds whatsoever.

Article 6 - force majeure

6.1 Force majeure means any circumstance whereby the execution of the agreement can not reasonably be expected from SPARCIO UG, including strikes, work interruptions, government measures in the broadest sense of the word, sabotage, accidents, transport difficulties, lack of raw materials, energy or labor. , and / or delays caused by suppliers.

6.2 If SPARCIO UG due to force majeure oblige it to comply in full or in part, then it is entitled to suspend the execution of the agreement at its discretion, or to dissolve the agreement.

Article 7 - payment and collection

7.1 Payments must be made within 14 days of the invoice date, without any discount on any grounds whatsoever.

7.2 SPARCIO UG has the right to deliver in parts. It is then entitled to invoice the customer for each partial shipment and to demand payment for it.

7.3 Payments are attributed to the oldest claim and are primarily used to reduce the costs, subsequently to reduce the interest due and finally to reduce the principal sum and the current interest.

7.4 The customer never has the right to claim compensation.

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7.5 SPARCIO UG shall at all times have the right to demand security from the customer for payment obligations. If the customer does not provide the requested security, SPARCIO UG will retain the right to suspend its obligations.

7.6 If the customer does not fulfill his payment obligations on time, any other claims of SPARCIO UG on the customer become immediately due and payable.

7.7 In the event of overdue payment, the customer will owe statutory commercial interest, without any prior notice of default. By making SPARCIO UG (collection) costs, both judicial and extrajudicial, are fully at the expense of the customer. The extrajudicial costs amount to 15% of the principal sum, with a minimum of € 200.

Article 8 - retention of title

8.1 SPARCIO UG remains the owner of all products delivered by it to the customer, until the moment that the customer has fully complied with his payment obligations towards SPARCIO UG. Customer is fully liable for all damage to the products owned by SPARCIO UG.

8.2 SPARCIO UG is entitled and / or is irrevocably authorized, without notice of default or judicial intervention, to take back its products insofar as the customer has not or not timely fulfilled his payment obligations.

Article 9 – Reclamation, guarantee and liability

9.1 If, after actual delivery of products manufactured and / or delivered by SPARCIO UG, defects / errors are found to exist, then the customer is obliged to notify SPARCIO UG of this in writing within eight days of delivery. The customer loses its right to claim against SPARCIO UG if it does not do so within the period of eight days.

9.2 If SPARCIO UG has established that the customer has correctly submitted a complaint, SPARCIO UG is obliged at its own expense to replace or repair the products manufactured and / or delivered by it. SPARCIO UG will do this to the best of its ability and as soon as possible. SPARCIO UG is not liable for any damage of the customer resulting from the replacement or repair of the products. SPARCIO UG is never liable for any damage of the customer if the customer himself decides to replace or repair products delivered to it by SPARCIO UG.

9.3 Customers who ordered products online have the right to send the products back within 14 days. This is only applicable if the buyer has not damaged to the product. In case of the products are to be sent back, customer should contact the customer service department of Sparcio UG to inform about the decision. Sparcio UG does not pay for any return shipping costs if not expressly mentioned to the buyer.

9.4 SPARCIO UG is never liable for any damage, including consequential loss, caused directly or indirectly by its products or any damage whatsoever, including trading loss, damage suffered by the customer and / or staff members and / or third parties, unless this damage is caused by intent or gross negligence of SPARCIO UG, in which case SPARCIO UG will never be obliged to pay a higher compensation than an amount equal to the selling price of the relevant product with a maximum of € 10,000.

9.5 SPARCIO UG is never liable for direct or indirect damage, of whatever nature, caused by its personnel.

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9.6 The Customer is obliged to fully indemnify SPARCIO UG from all third-party claims, both in and out of court.

9.7 For more information about product warranty. See the Product Guarantees document on our website.

Article 10 - dissolution

10.1 Without prejudice to the other stipulations, SPARCIO UG has the right to dissolve the agreement, without judicial intervention and / or notice of default at the time when the customer is declared bankrupt and / or applications have been made, applies for a temporary suspension of payment or by attachment. , under guardianship of custody or otherwise lose the power to dispose of its assets or parts thereof, or in case of takeover of the buyer by third parties, without prejudice to the right to full or partial compensation.

Article 11 - applicable law and disputes

11.1 German law applies to the conclusion and / or the content and the introduction of the agreement.

11.2 Any dispute will, in case the court is competent, be submitted to the District Court, location Munich. However, SPARCIO UG remains authorized to summon the customer before the competent court according to the law or the applicable international treaty.

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