

GENERAL TERMS AND CONDITIONS

1. Examination of Usability: Checking the suitability of the offered product for the intended purpose is solely the responsibility of the client. National and technical requirements, in particular construction standards (e.g., DIN standards such as DIN 55634), must be checked by the client.
2. Processing and Assembly: When processing our high-quality products, the recognized rules of technology must be observed. In particular, the IFBS technical guidelines (IFBS assembly guidelines for the planning and execution of roof, wall, and ceiling structures made of metal profile panels), available at www.ifbs.de in the IFBS shop under "Assembly," apply. Failure to comply with these rules can lead to significant limitations of the warranty up to and including its loss. The requirement for IFBS assembly and processing guidelines is subject to a fee, unless the client is a member of the association.
3. Deliveries: Deliveries as partial loads are made with a non-binding arrival date. The delivery date is only confirmed through a notification from us. For deliveries with a scheduled arrival time, a grace period of up to 2 hours is considered agreed, as well as immediate and as quick as possible unloading. The delivered material must be checked for defects and completeness within 24 hours and confirmed on the waybill.
4. Color deviations: With coated materials, slight color differences from coil to coil may occur for technical reasons. These must be tolerated and do not constitute a defect. Color specifications always refer to similar colors in relation to the described RAL/NCS shade.
5. Transport Costs: The transport of goods is designed for cost-efficient handling with fully loaded trucks. Any additional freight costs due to small packages or partially loaded trucks will be charged to the customer.
6. Price Binding and Price Changes: Our confirmed price commitment remains binding. In the event of a delivery delay or any increases in the cost of raw materials, we reserve the right to adjust the prices accordingly.
7. Reservation and Purchase Obligation: Pre-reservations/global orders are binding; the customer is obliged to take delivery. The reference quantity for Gramm Profiltechnik GmbH standard material is +/- 10% of the agreed total quantity. For special material purchases, +/- 10% applies. We reserve the right to invoice the reserved goods.
8. Excess and Shortfall Quantities: For quantities exceeding the order amount, the price must be renegotiated; slight color deviations must be accepted. In case of under-purchase, the remaining quantity will be invoiced.
9. Storage and Liability: In the event of delivery date changes, even if the material has already been manufactured, we accept no liability for damage caused by environmental influences or improper storage. Any damage resulting from prolonged storage will not be covered by us. If materials need to be stored contrary to the agreed-upon purchase, the costs must be borne by the client.
10. Force Majeure: Force majeure or other unforeseen, unavoidable, and serious events beyond our control release us from fulfilling the agreed obligations. Force majeure shall in particular also include operational and transportation disruptions, pandemics, strikes, natural disasters, legal or regulatory measures, improper performance by subcontractors, e.g., steel, aluminum, insulation materials, etc., transport interruptions, or production stoppages. For the duration of the aforementioned impediment, we are released from the obligation to provide performance, without the customer being entitled to claims for price reduction or other damages.
11. Jurisdiction and Retention of Title: The place of jurisdiction for all claims arising from the contract and by law is Friedrichshafen. The goods remain our property until full payment has been made. Our terms and conditions are an essential part of the contract and can be provided upon request. They are also freely accessible on the website www.proplus-fassade.com/agb. We hope to have made you a suitable offer and look forward to your order.