

GENERAL TERMS AND CONDITIONS > As of November 17, 2020

Trustcon Hygiene Solutions Vertriebsgesellschaft (herein referred to as "trustcon"), Michael Brombacher, Jöhlingerstraße 118, 76356 Weingarten

1. General Information

These conditions, as well as the special conditions agreed to by parties, apply to all contracts agreed on by the customer for the delivery of goods.

An amendment to the contract or these terms and conditions will only be binding if made in writing by the authorized representatives of all relevant parties.

2. Orders

Written offers from trustcon are valid for 14 days unless otherwise stated.

Each order forms the basis for a separate contract, which is concluded after our order confirmation or upon delivery at the latest.

The order is considered accepted when it has been confirmed in writing by trustcon or when the goods have been delivered.

Orders must be made in writing as well as any additional agreements.

3. Preise

3.1 The price of the goods is stated in the written offer of trustcon, which is available before placing the order. All prices are exclusive to the legally applicable VAT and freight.

Dimensions, illustrations, and weights in the brochures and sketches are only approximate. No guarantee for compliance is given.

3.2 Each written offer shall contain details of any additional costs, including transport and insurance.

4. Special Requirements

We reserve the right to deliver and invoice the delivered goods to the best of our knowledge and belief.

Custom-made products are generally not returnable.

5. Payment

5.1 Unless otherwise agreed upon, a 50% down payment is due immediately upon ordering; the remaining amount is due upon delivery.

5.2 All delivered goods remain the property of trustcon.

5.3 In case of default of payment by the client, trustcon can demand interest of 4% p.a. above the current base interest rate. This also applies if partial payments have been made by the customer.

6. Delivery

6.1 Unless otherwise agreed upon in writing, delivery shall be made at the customer's expense and risk to the desired place of delivery in the order.

6.2 Delivery is always subject to availability. If the required goods are in stock at the manufacturer, shipping will take place within 5 working days after an order.

7. Risk and Ownership

7.1 The risk of the goods passes completely to the customer when the customer has accepted the delivery on their premises.

8. Acceptance

8.1 If the goods which are included in a delivery are damaged or defective during transport, trustcon commits to replace the damaged goods as soon as possible, as far as damage or defects of the goods are concerned.

(A) is recognizable on delivery, the client must notify trustcon within 24 hours of delivery and

(B) is not visible upon delivery, the customer must notify trustcon within 48 hours after delivery.

8.2 All costs for transport and return of the defective or damaged goods will be borne by trustcon.

9. Warranty

9.1 trustcon guarantees the client for a period of 12 months that the goods are free from construction, material, and processing defects.

9.2 In case of a warranty claim, trustcon shall be informed immediately. Trustcon will immediately, at its own discretion, either repair or replace the goods in question. Any delivery costs in case of warranty will be borne by trustcon.

9.3 For the sale of used goods, the warranty is completely excluded as far as legally permissible.

10. Data Privacy

The customer is responsible for compliance with and monitoring the data privacy regulations at the place of use of the goods. This applies in particular to the placing of appropriate data privacy notices and the deletion of data, insofar as these are no longer required to carry out the purpose of the order.

11. Consumables

The customer themselves is responsible for the procurement of consumables, in particular the disinfectant solution required to operate the goods. The same applies to compliance with regulations specified by the respective manufacturer for the use of the product they sell.

Trustcon does not accept any liability for damage caused by an unauthorized disinfectant or by incorrect use of the product.

12. Force Majeure

Each party must be excused from fulfilling its obligations under a contract if and to the extent that force majeure is present.

13. Confidential Information

Unless otherwise expressly agreed upon, no details from the offer and order are to be passed on to third parties. Contract legal issues are to be regarded as confidential.

14. Place of Jurisdiction

The place of jurisdiction is the competent court at the registered office of trustcon.