



We are neither willing nor obligated to participate in dispute resolution proceedings before a consumer dispute resolution body.

§ 1 Scope, subject matter and conclusion of the respective contract

1. The following terms and conditions conclusively regulate the contractual relationship between SPRINTIS Schenk GmbH & Co. KG, represented by SCHENK Verwaltungs GmbH, represented by the managing directors Christian Schenk and Matthias Schenk, Ludwig-Weis-Straße 11, D-97082 Würzburg, Germany, hereinafter referred to as „Seller“ and the respective customer.
2. The following general terms and conditions apply exclusively. Any terms and conditions of the customer that conflict with or deviate from these Terms and Conditions shall not be recognised unless the seller has explicitly agreed to them in individual cases.
3. They apply to both consumers as well as entrepreneurs. A consumer within the meaning of these GTC is any natural person who places an order for purposes that cannot be predominantly attributed to his commercial or independent professional activity. An entrepreneur within the meaning of these GTCs is a natural or legal person or a partnership with legal capacity who, when placing an order, is exercising his or her commercial or independent professional duty.
4. The subject of the respective contract is the sale of goods by the seller to the customer.
5. The offers provided by the seller on his website are binding offers to conclude a purchase contract. An effective purchase contract between the parties is concluded when the buyer clicks on „order payable“ at the end of the ordering process.
6. The text of the contract and the general terms and conditions will be sent to the customer by e-mail after the order has been placed. Furthermore, the customer who has created a customer account can call up his respective orders via his customer account at any time after conclusion of the contract.
7. The contract shall be concluded exclusively in the German language. German law is applicable insofar as the customer is a merchant.
8. All prices are gross euro prices.

§ 2 Processing of the purchase contract, shipping costs

1. The customer shall bear the shipping costs from the location of the seller's branch office in accordance with the scale of shipping charges valid at the time of the order.
2. Payment of the purchase price is due immediately upon conclusion of the purchase contract. The customer can choose between different payment methods.
3. In the case of return debit notes, these additional costs will be charged to the customer.
4. The seller shall be entitled to withdraw from the contract if, despite the prior conclusion of a corresponding purchase contract, he does not receive the subject of contract in turn; the seller's responsibility for intent or negligence shall remain unaffected. In this case, the seller shall immediately inform the buyer of the non-availability and immediately refund any consideration already paid. In this case, the seller reserves the right to offer goods of equivalent price and quality with the aim of concluding a new contract for the purchase of goods of the same price and quality.



§ 3 Warranty and liability

1. The seller is generally liable for defects in the goods pursuant to the statutory provisions of the law on the sale of goods (§§ 434 et seq. of German civil code i.e. BGB) and - if the customer is a consumer - the law on the sale of consumer goods (§§ 474 et seq. of BGB), unless otherwise provided for in these General Terms and Conditions.
2. Insofar as the customer is an entrepreneur, the warranty period of the rights from § 437 No. 1 and No. 3 of the BGB for new items shall be one year from the start of the statutory limitation period, in deviation from § 438 paragraph 1 No. 3 of the BGB. For consumers, the statutory warranty period of two years shall be applicable as provided for in § 438 paragraph 1 No. 3 of BGB.
3. If the customer is an entrepreneur, the warranty is excluded for used items. In case of consumers, the warranty period for rights under § 437 No. 1 and No. 3 of the BGB is reduced to one year from the start of the statutory limitation period for used items in deviation from § 438 paragraph 1 No. 3 of the BGB.
4. The seller is generally not liable for damages caused by slight negligence.
5. The limitations of liability pursuant to the preceding numbers 2, 3 and 4 do not apply to damages resulting from injury to life, body or health, in the case of fraudulent concealment of defects, claims from the Product Liability Act, in the case of intent and gross negligence as well as in the case of breach of obligations, the fulfilment of which is essential for the proper execution of the contract and the adherence of which the customer may typically count on.

§ 4 Supplementary provisions for orders executed according to drawings, specifications, samples etc.

1. If the seller delivers according to drawings, specifications, samples, etc., these are only binding for him as far as external design and technical execution are concerned. The data specified in the respective DIN (German Institute for Standardisation) sheets shall apply for dimensional accuracy.
2. The reference samples which the seller has submitted for inspection prior to delivery are crucial for quality and execution to the extent that such a request was made. Unconditional approval of the reference samples by the buyer excludes later notices of defects, provided that the delivered items correspond to the approved reference samples. The seller does not assume any responsibility for the intended use.
3. The seller reserves the ownership or copyright of all offers and cost estimates submitted by him as well as drawings, illustrations, calculations, brochures, catalogues, models and other documents and aids made available to the buyer. These objects may not be made accessible to third parties, neither in their original form nor in terms of content, without the explicit consent of the seller. At the request of the seller, the buyer must return to the seller in full any items handed over to him and destroy any copies made if these are no longer required by him in the ordinary course of business or if negotiations between the contracting parties do not lead to the conclusion of a contract.
4. Moulds and other tools remain the property of the seller, even if the costs incurred for them form part of the sales price or are otherwise reimbursed by the buyer.
5. If the seller has to supply drawings, specifications, samples and similar from the buyer, the seller assumes liability for the fact that the seller does not infringe any property rights of third parties.
6. Colour deviations and different degrees of surface gloss, which can be attributed to the nature of the raw material, as well as the respective material-related tolerances of thickness, format and cutting are preserved.



§ 5 Retention of title, transfer of risk

1. The delivered goods remain the property of the seller until full payment has been received.
2. If the customer is an entrepreneur, the risk is transferred to the entrepreneur when the goods are handed over to the transport company. In the case of consumers, the risk is only transferred when the goods are handed over to the customer.

§ 6 Default and default costs

1. The customer, who is not a consumer, is in default if he has not paid within 30 days of the due date.
2. Consumers are also deemed to be in default within 30 days of the due date, if they are informed of this consequence in the invoice or request for payment.
3. The seller is entitled to charge the customer a flat-rate dunning costs of € 2.50 for each reminder. The customer is permitted to prove that no damage or only minor damage has been incurred. We explicitly reserve the right to assert further dunning costs.

§ 7 Final provisions

Should one or more clauses of these terms and conditions be invalid in whole or in part, the validity of the remaining provisions shall not be affected.

As of: 23/10/2020