



Terms and conditions (online-shop B2B)

V.19-05-21

§ 1 Applicability

(1) These terms and conditions apply to all orders you make at the online store of

FISHSTONE – Karsten Jaszkwiaak
c/o soulproducts GmbH
Volkmarstr. 1–7
12099 Berlin

Managing Director:
Karsten Jaszkwiaak

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hello@fishstone.de

(2) The product range in our online shop is exclusively aimed at buyers who have reached the age of 18 and are considered business persons within the meaning of § 14 para. 1 BGB.

(3) Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions. As such, the general terms and conditions apply to all future business relationships with companies, even if they have not been expressly agreed upon again. The inclusion of terms and conditions from a customer that contradict our terms and conditions, are herewith vetoed.

(4) Contract language is exclusively German.

(5) The current valid General Terms and Conditions can be viewed and printed on the website www.fishstone.de

§ 2 Conditions of contract

(1) The presentation of goods in the online shop does not constitute a binding offer for the conclusion of a purchase contract. Rather it is a non-binding invitation to order goods in the online shop.

(2) By means of the online forms provided on the website, the desired products and quantities may be chosen. By pressing the button „request quote“ the selected products and quantities are transmitted to FISHSTONE – Karsten Jaszkwiaak. You will then receive an automatically generated email (confirmation of receipt) outlining your selection.

(3) Within the next few days you will receive a personalised offer. You may accept this offer by email within a time limit of three working days. Only then is a valid purchase contract executed. If your confirmation is received after the third working day, this will be considered a new request for quote which may be accepted by FISHSTONE – Karsten Jaszkwiaak.

(4) If your declaration of acceptance is considered a new request for quote pursuant to § 2 paragraph 3, a valid purchase contract is only executed if we expressly declare acceptance of the purchase offer or if we – without prior express declaration of acceptance – send the goods to you.

§ 3 Prices

If prices are mentioned on the product pages, they include mandator value added tax (VAT) and are to be understood as exclusive of the respective shipping costs.

§ 4 Payment conditoins; payment default

(1) Payment is made in advance.

(2) We will give you our bank details in the order confirmation. The invoice amount is due within 10 days of the receipt of order confirmation and is to be transferred to our bank account.

(3) If you default on a payment, you are obliged to pay interest at the rate of 9 percentage points above the statutory default interest base rate. Furthermore, we are entitled to a lump sum payment of 40 euros. We reserve the right to make further compensation claims.

§ 5 Compensation / right to withhold

- (1) You are only entitled to compensation if your counterclaim has been legally established or it is not disputed by us.
- (2) You can only exercise a right to withhold if your counterclaim is based on the same contractual relationship.

§ 6 Delivery; Ownership of goods

- (1) Unless otherwise agreed, the goods shall be picked up from our warehouse and delivered to the address specified by you.
- (2) We reserve the ownership of the goods until complete settlement of all claims arising from the current business relationship. A pledge or security transfer is not acceptable before the transfer of ownership of the reserved goods.
- (3) You may resell the goods in the ordinary course of business. In this case, all claims up to the value of the invoice as a result of reselling the goods are assigned to us. We accept the assignment, however, you are authorised to collect the claims. If you fail to comply with your payment obligations, we reserve the right to collect claims ourselves.
- (4) We undertake to release the securities to which we are entitled on request insofar as the realizable value of our Collateral exceeds the claims to be secured by more than 10%. The choice of securities to be released is at our sole discretion.

§ 7 Guarantee

Unless expressly agreed otherwise, your warranty claims are governed by the statutory provisions of the purchase right (§§ 433 ff. BGB) with the following modifications: with respect to the properties of our products, only our own description and the product description of the manufacturer are binding, not 3rd party public press releases, statements and other advertising of the manufacturer. You are obliged to examine the goods with due care for quality and quantity deviations and to report obvious defects immediately after receipt of the goods to us. This also applies to hidden defects discovered later. In case of violation of the obligation to inspect and to give notice for defects, any warranty claims are made void. In the case of defects, we will at our sole discretion repair or replace the product(s).

If the goods are not used as intended, we will not be liable for the increased costs associated with transporting the goods to any location that is not the place of repair.

If the repair or the replacement of the goods fails twice, you may optionally demand a reduction in price or withdraw from the contract. The warranty period is one year from date of delivery. This limitation does not apply to claims based on damages resulting from injury to life, limb or health or from the violation of a material contractual obligation, whose fulfilment enables the proper execution of the contract in the first place and on the observance of which contracting party may rely regularly (cardinal duty) as well as for claims due to other damages that occur as a result of intentional or grossly negligent breach of duty by the user or his agents.

§ 8 Liability

- (1) Unlimited liability: We have unlimited liability for intent and gross negligence as well as in accordance with the Product Liability Act. For slight negligence we are liable for damages resulting from injury to life, body and health of persons.
- (2) Otherwise, the following limited liability applies: In the case of slight negligence, we shall only be liable in the event of a breach of a contractual obligation, the fulfilment of which enables the proper execution of the contract in the first place and whose compliance you can rely on (cardinal duty). The liability for slight negligence is limited in amount to the damages typically foreseeable at the time of conclusion of the contract. This limitation of liability also extends in favour of our agents.
- (3) Liability as a consequence of the unavailability of the website is excluded.

§ 9 Final Provisions

- (1) Should one or more provisions of these terms and conditions be or become ineffective, the remaining provisions shall not be affected.
- (2) Contracts between us and you shall be governed exclusively by German law, excluding the provisions of United Nations Convention on Contracts for the International Sales of Goods (CISG, the Vienna Convention).
- (3) If you are a sales(wo)man, legal entities under public law or special funds under public law, then the seller's registered office is the place of jurisdiction for all disputes arising out of or in connection with contracts between us and you.