Conditions

General Terms and Conditions of Business

Terms and conditions of sale and delivery of **Frumento Kältetechnische Produkte**

General information
The following terms and conditions apply exclusively to sales contracts with Frumento. Deviations are only effective if they have been confirmed by us in writing.
The products and services listed on our website do not constitute a binding offer; they are an invitation to the customer to submit a binding offer to us.

Prices, shipping
The prices listed include the currently applicable VAT ex works or ex warehouse. The buyer shall bear the costs of shipment, unless they exceed a reasonable proportion to the value of the delivery item.

Payment
For initial orders, payment shall be made cash on delivery or in advance. Otherwise, payment of the purchase price is due in full upon delivery. The Buyer shall be in default 10 days after the due date without any further declaration by the Seller if he has not paid. In the event of the existence of defects, the Buyer shall not be entitled to a right of retention unless this is in reasonable proportion to the defects and the anticipated costs of subsequent performance.

Material defects
The Buyer is obliged to notify the Seller in writing of any material defects and defects of title within 2 months of the time at which it discovers such a defect. This provision does not constitute a preclusive period for the Buyer's rights in respect of defects.
The Seller shall not be responsible for material defects in the delivery which it obtains from third parties and delivers to the Buyer unchanged; liability for intent or negligence shall remain unaffected in accordance with Section 5.

Liability of the seller
The Seller's liability for slightly negligent breaches of duty is excluded, unless material contractual obligations, damages resulting from injury to life, limb or health or guarantees are affected or claims under the Product Liability Act are affected. The same applies to breaches of duty by our vicarious agents.

Retention of title
The delivered goods remain the property of the seller until all claims against the buyer arising from the business relationship have been fulfilled. In the event of breaches of duty by the Buyer, in particular default of payment, the Seller shall be entitled - after the unsuccessful expiry of a reasonable deadline set for the Buyer to perform - to withdraw from the contract and to demand the return of the delivery item; the statutory cases of dispensability of the deadline shall remain unaffected.

Offsetting
The purchaser may only offset claims that are undisputed or have been legally established.

Place of jurisdiction - Applicable law

Conditions

If the purchaser is a merchant, the sole place of jurisdiction for all disputes arising from the contractual relationship shall be Ulm. The law of the Federal Republic of Germany shall apply exclusively.

Cancellation policy

Right of withdrawal
You can revoke your contractual declaration within 2 weeks without giving reasons in text form (e.g. letter, fax, email) or by returning the goods. The period begins at the earliest upon receipt of the goods. Timely dispatch of the revocation or the goods is sufficient to comply with the revocation period. The revocation is to be sent to:

Frumento
Kältetechnische Produkte
Bertholdstr. 5
89079 **Ulm**

Consequences of revocation
In the event of an effective revocation, the services received by both parties must be returned. If you are unable to return the goods received in whole or in part or only in a deteriorated condition, you may be required to compensate us for the loss in value.