

Terms of Use

All our deliveries and performances take place exclusively on the basis of these general terms of trade. These terms of contract supplement further possible contracts, which in detail involve and regulate the products of Kware GmbH. Other subsidiary agreements are only binding if they have been made in writing. By using the Website and/or any of our services, you confirm that you are of legal age in your jurisdiction.

Conclusion of a contract

1. Dimensions, weights, figures (pictures), and drawings as well as the details and figures contained in leaflets and catalogues are binding only if this is expressly agreed upon in writing. This applies especially in the case of alterations and improvements which aid technical progress. Minor deviations from such product descriptions shall be deemed to have been approved and do not affect the performance of a contract as long as such deviations are acceptable to the contractual partner.
2. The order is binding. We reserve the right to accept the contractual agreement contained within the order within 4 weeks of receiving it. Delivery and invoicing are equivalent to written confirmation.

Prices

1. The prices agreed on are from shop owner and exclude delivery, installation, training, dispatch and other secondary services (such as program carries, documents and any contract fees). We are free to choose the mode of dispatch. The goods are packed in the conventional manner. Independently from this stipulation we are authorised - but not obliged - to insure the goods for the duration of the transport to the customer and to invoice the customer for the costs incurred. Free shipping only takes place after written agreement.
2. Payments for orders by internet effected by advance payment.
3. cheques will be accepted only on account of payment. bills of exchange and collection charges are borne by the purchaser.
4. We will charge a late payment fee of 4% more than the lending rate offered by the German Federal Reserve Bank.
5. A right of lien is entitled to the client only, as far as it is based on the the same contractual relation. The purchaser will only be able to set off with undisputed or legally established counter-claims.

Delivery

1. We are authorized to make partial deliveries.
2. In case we are in default for reasons for which we are responsible, the liability for compensation is excluded in the event of usual negligence.
3. Should we default and the purchaser affords us an appropriate extension under threat of cancellation, the purchaser is then entitled to cancel if the extension also proves to be bootless.
4. If the buyer defaults on acceptance or infringes on other obligations to cooperate, we are entitled to demand the damages arising to us including any additional expenditure. In this case, the risk of accidental loss or risk of accidental deterioration of the object of sale shall be transferred to the customer at the moment in which he falls into arrears.

Reservation of title

1. All sales shall be subject to reservation of ownership. We reserve the title to the goods until all payments resulting from the supply contract have been received.
2. The customer is not entitled to pledge or assign as security or process or remodel merchandise without our consent before proper payment is settled.
3. If the customer is in default of payment, totally or partial, he is no longer authorized to dispose of the goods. In such an event we reserve the right to withdraw from the contract.
4. If the value of all the security interests which we hold exceeds the total of all secured claims by more than 25%, we will release an equivalent part of the security interests at the purchaser's request.
5. The customer is obliged, at his own expense, to adequately insure the goods to which we have reserved title, against loss and damage caused by fire, theft, water or similar risks. The claims from this insurance shall be assigned to us; we accept this assignment.

Warranty

1. We shall be entitled to choose between remedying of the defect and delivery of a non-defective commodity in the event of the existence of defects. Should the repair or replacement goods fail to remedy the defect, you are entitled to demand either a reduction in the payment or termination of the contract.
2. Warranty claims brought by the orderer are contingent on the orderer reporting obvious defects within the two weeks following delivery and/or set-up or assembly, as the case may be. Except for this is the duty of examination and reproof.
3. The buyer is obliged to permit us the check of the faulty items. Should the buyer refuse us to check the items, we are released from the obligation of warranty services.
4. Points 1 to 3 apply accordingly to such claims of the buyer to rectification, replacement delivery or indemnity which have arisen from proposals or consultation before or after conclusion of contract, or from infringement of contractual accessory obligations.
5. The transfer of warranty claims to third parties is excluded.

6. Regarding cancellations, we would like to inform you that a handling charge of 35,00 Euro could be invoiced.

Compensation

1. In all cases, we shall only accept liability if the damage was caused by gross negligence or a deliberate act.
2. We shall accept liability only as far as has been agreed and according to the prevailing conditions. checkpointmedia AG is not liable for the recovery of data unless this has been destroyed as a result of checkpointmedia AG's wilful intent or gross negligence and checkpointmedia AG has guaranteed the contractual partner that the data can be reconstructed at reasonable cost from data material stored in machine readable form.
3. As far as our liability is excluded or limited, this also is valid for the personal liability of any vicarious agents.

Place of fulfillment

1. As place of performance and exclusive place of jurisdiction for deliveries and payments as well as for all disputes arising between the parties inclusively of cheque and change complaints the seat is for the selling company and in the case of an assignment to one having been carried out to an end of the collection collection job the seat this collection job.
2. The base of Kware GmbH is also in the dealing of non-trading the place of jurisdiction, if the buyer has no general place of jurisdiction within the Federal Republic of Germany or after conclusion of the contract his residence or usual domicile is relocated outside the territory of the Federal Republic of Germany.
3. The laws of the Federal Republic of Germany apply. The regulations of the UN purchasing laws are not applicable for the relationship between the buyer and us.
4. When software is supplied additional conditions apply, which enclose of the media. The Buyer accepts the conditions and terms as contracted if he opens the media case.

Other Agreements

If a disposition of this agreement is or becomes ineffective, then this does not affect the effectiveness of the remaining dispositions. In lieu of the invalid determination, a substutory provision corresponding the purpose of the agreement and at least approaching, becomes effective, that the parties would have agreed upon for the achievement of the same economic result if they had known the uncertainty of the terms. The same holds true for the incompleteness of the terms.