

General sales and delivery conditions

Refrigeration installations, repairs and commissioning are carried out by TRANE Klima- und Kältetechnisches Büro GmbH under the following conditions.

If any hourly rates are increased after the order has been placed until the work is carried out, we are entitled to raise the flat-rate costs for wage work as well. All agreed prices are in euros plus statutory VAT.

Deviations from these conditions are only valid if they are confirmed by us in writing.

I. Before assembly begins, the work of other parties involved must be completed, in particular the electrical wiring must be completed, the system must be ready to be switched on, and all water-carrying pipe systems must be pressure tested, filled and ready for operation.

When laying the refrigerant lines, we choose the best possible route from a technical point of view. On-site changes are not permitted without prior consultation with our assembly department.

The request for fitters sent by the assembly department must be signed and returned to us no later than two weeks before the start of assembly.

II. Terms of payment

a) 30 days net or individual agreement.

b) In the event of a delay in payment, the outstanding balance is to be paid at 9% per year above the respective base interest rate.

III. Offsetting and Withholding

The contractual partner can only offset against our claims or assert a right of retention if his counterclaim is not disputed by us.

IV. Warranty

1. For the assembly work carried out by us, a guarantee is given for the material quality and professional assembly for a period of one year from the start of operation. This warranty is subject to the condition that periodic inspections and maintenance of the equipment are carried out by our service department. Any modifications to the design or execution that we generally make to a product before or during installation of an order shall not constitute grounds for a complaint.

2. The warranty service is based on our choice of repair or replacement of the part that is the subject of the complaint. For parts from sub-suppliers, their warranty provisions apply. If the supplier does not carry out the repairs on site, the delivery item must be sent to him carriage paid. Dismantled parts become the property of the supplier and must be returned to them carriage paid.

3. The guarantee for refrigerants and refrigerating machine oil is only accepted if we are clearly to blame for their complete or partial loss.

4. The warranty expires if our scope of delivery is changed by a third party or by the installation of parts from a third party.

5. Natural wear and tear or damage caused by improper handling are excluded from the guarantee. The warranty does not extend to defects based on design errors or the choice of unsuitable material if the customer specified the design or the material despite our prior notification. Warranty claims will only be considered if they are asserted in writing without delay. The obligation to perform under the warranty is not extended or renewed by repairs or the delivery of spare parts. For electrical, water or other installations that are not part of our scope of delivery, we are not liable for consequential damage or financial losses caused by defective delivery or work, even if they were made according to our specifications.

6. No liability is accepted for repair work after the guarantee period has expired and for systems of foreign origin.

7. In the case of repair orders, we are also entitled to rectify defects that only become apparent during the work. If the repair is to be carried out immediately, other items of equal value may be delivered in exchange, in whole or in part.

8. A prerequisite for any liability for defects is compliance with the agreed terms of payment.

9. In any case, the buyer must report incomplete or incorrect deliveries in writing immediately after delivery. Complaints about defects must also be made immediately, at the latest within 10 days.

Transport damage must be counterconfirmed immediately by the deliverer; reference is made to the provisions of the ADSP.

10. All other warranty and damage claims are hereby expressly excluded.

V. Retention of title

1. All goods delivered by us remain our property until all our current and future claims against the buyer have been paid in full. Our claims are not lost through inclusion in a current account balance and its recognition.

2. The buyer must store the goods belonging to us properly. Pledges and security transfers as well as any other disposal of these goods is not permitted (Section V.4 of these General Terms and Conditions of Sale and Delivery remains unaffected).

3. If the goods delivered by us under retention of title are seized by a third party, we must be informed immediately and the seizing third party must be informed of the retention of title. The customer bears all costs incurred by us as a result of seizure.

4. The buyer is entitled to resell the purchased item in the ordinary course of business; the resale by the buyer may only take place against cash payment or under agreement of a retention of title. As a precaution, the buyer assigns to us all claims in the amount of the final invoice amount (including sales tax) of our claim that accrue to him from the resale to his customers or third parties, regardless of whether the purchased item is sold without or after agreement has been sold. The buyer remains authorized to collect this claim even after assignment. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the buyer meets his payment obligations from the proceeds received, does not default in payment and, in particular, no application for the opening of bankruptcy, composition or insolvency proceedings has been filed or payments have been suspended. If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors, provides all the information required for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment.

5. The processing or transformation of the purchased item by the buyer is always carried out for us. If the purchased item is processed with other items that do not belong to us, we are granted co-ownership of the new item in relation to the value of the purchased item (final invoice amount including sales tax) to the other processed items at the time of processing. For the rest, the same applies to the new item created by processing as to the purchased item delivered subject to reservation.

6. The buyer also assigns to us the claims to secure our claims against him, which accrue against a third party as a result of the connection of the purchased item with a plot of land or a building.

7. We undertake to release the securities to which we are entitled at the request of the buyer to the extent that the realistic value of our securities exceeds the claims to be secured by more than 10%; we are responsible for selecting the securities to be released.

8. If the buyer behaves in breach of contract, we are entitled at any time to demand the surrender of the items belonging to us. If we make use of this right, there is only a withdrawal from the contract if we expressly declare this.

VI. Credits

There is only a right to a credit note from the return of goods if we have agreed to the return. Acceptance of returned goods by us does not constitute approval; this must only be obtained from us in writing before the goods are returned.

VII. Place of fulfillment

Place of performance and place of jurisdiction is Munich, also for foreign bills of exchange ordered in cash; German law applies exclusively.