General Terms and Conditions

RAM Mounts Germany GmbH · Business Customers (B2B)

B2B This version applies to business customers. View the Privacy Policy online

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§ 1 Scope

These terms and conditions apply exclusively to businesses, legal entities under public law or special funds under public law within the meaning of section 310(1) of the German Civil Code (BGB). We recognise any terms of the customer that conflict with or deviate from our terms and conditions only if we expressly agree to their application in writing.

These terms and conditions also apply to all future transactions with the customer, insofar as they are legal transactions of a related nature.

§ 2 Offers and Formation of the Contract

All offers are non-binding.

A contract is formed only upon formal order confirmation by RAM Mounts Germany. However, an order is deemed confirmed if delivery takes place without a written order confirmation. Every contract and every delivery is made subject to acceptance of the general terms and conditions of RAM Mounts Germany GmbH. RAM Mounts Germany is entitled to make acceptance of an offer conditional upon advance payment.

§ 3 Prices and Payment

Unless otherwise agreed in writing, our prices are ex works, excluding shipping costs and packaging, and are subject to VAT at the applicable rate.

The purchase price must be paid exclusively into the account specified on the invoice. A cash discount may be deducted only if specifically agreed in writing.

Unless otherwise agreed, the purchase price is payable within 14 days of delivery. Default interest may be charged at 5% above the respective base interest rate per annum. We reserve the right to claim further losses arising from default.

If the customer culpably fails to meet its payment obligation, or if RAM Mounts Germany is entitled to withhold performance under section 321(1) BGB, all outstanding claims of RAM Mounts Germany against the customer become immediately due for payment.

The current prices according to the price list or quotation, or as displayed in the B2B online shop (www.rammounts.de), apply. You will be notified in writing of price changes, with reasonable advance notice before they take effect, at the email address known to us.

§ 4 Delivery Times for Goods

RAM Mounts Germany is entitled to make partial deliveries. Shipping costs and any insurance costs will be charged for partial deliveries requested by the customer.

Delivery, performance and completion periods are non-binding for RAM Mounts Germany unless expressly agreed otherwise in writing. Delivery periods begin when the order confirmation is dispatched.

For call-off orders, the customer must specify the delivery date so that RAM Mounts Germany has sufficient time to make the necessary arrangements.

If the customer defaults in accepting delivery or culpably breaches other duties to cooperate, we are entitled to claim compensation for the resulting loss, including any additional expenses. We reserve the right to assert further claims. Where the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods passes to the customer when the customer defaults in accepting delivery or in performing its obligations.

The contract is concluded subject to correct and timely delivery to RAM Mounts Germany by its suppliers. In particular, RAM Mounts Germany is entitled to withdraw from the contract if it has concluded a matching procurement transaction and its supplier fails to deliver. In this case, the customer must be informed without undue delay that performance is unavailable. Claims for damages by the customer are excluded.

All unforeseeable events or obstacles for which RAM Mounts Germany is not responsible and which delay delivery or performance in whole or in part entitle RAM Mounts Germany to extend the delivery or performance periods by the duration of the impediment. These include, in particular, strikes, lockouts, unforeseeable operational disruptions at RAM Mounts Germany or at an upstream supplier, unavoidable shortages of raw materials, destruction of work already performed by third parties or by force majeure events (e.g. fire, floods or earthquakes), and impediments caused by circumstances for which the customer is responsible.

If the impediment lasts longer than six weeks or delivery or performance becomes impossible, RAM Mounts Germany is entitled to withdraw from the contract. The customer must be informed of the impediment without undue delay. Any consideration already provided by the customer must be refunded without undue delay. Further claims by the customer, in particular for damages, are excluded.

§ 5 Shipping and Transfer of Risk

Deliveries are made from the Berlin warehouse by parcel service or freight forwarder; all shipping costs are borne exclusively by the buyer.

If the customer arranges collection, the risk of accidental loss or accidental deterioration of the goods passes to the customer no later than when the goods leave the factory/warehouse.

§ 6 Retention of Title

We retain title to the delivered goods until all claims arising from the supply contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to it. We are entitled to repossess the purchased goods if the customer acts in breach of contract.

Until title has passed to the customer, the customer must handle the purchased goods with care. In particular, the customer must, at its own expense, adequately insure them at replacement value against theft, fire and water damage. Until title has passed, the customer must notify us in writing without undue delay if the delivered goods are seized or otherwise subject to third-party interference. To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of an action under section 771 of the German Code of Civil Procedure (ZPO), the customer is liable for the shortfall incurred by us.

The customer is entitled to resell goods subject to retention of title in the ordinary course of business. The customer hereby assigns to us its claims against the purchaser arising from the resale of those goods, up to the final invoice amount agreed with us (including VAT). This assignment applies irrespective of whether the purchased goods are resold before or after processing. The customer remains authorised to collect the claim after the assignment. Our right to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application to open insolvency proceedings has been filed and payments have not been suspended.

§ 7 Warranty, Duty to Inspect and Notify Defects, and Recourse/Manufacturer Recourse

The buyer's warranty rights are conditional upon the buyer having duly fulfilled its duties to inspect the goods and notify defects under section 377 of the German Commercial Code (HGB).

Claims for defects become time-barred 12 months after the goods supplied by us have been delivered to our buyer. The statutory limitation period applies to claims for damages in cases of intent or gross negligence and for injury to life, limb or health arising from an intentional or negligent breach of duty by the party using these terms. Used goods are excluded from warranty coverage. Our written consent must be obtained before any goods are returned. Please contact us at info@rammounts.de and request an RMA number for an authorised return.

With regard to the duty to inspect, we point out that, under section 377 HGB, deliveries must be checked immediately upon receipt for completeness, damage and apparent defects. Any shortages or obvious defects must be reported to us in writing using the RMA form immediately after acceptance of the goods. If no such notification is made, the delivered goods are deemed accepted with regard to those defects. We therefore cannot accept later complaints concerning missing or damaged goods unless they relate to hidden defects that could not be identified during the incoming goods inspection.

Our written consent must be obtained before any return of goods. Unsolicited or inadequately marked shipments will be returned to the sender with carriage charges payable by the sender. To allow us to assess your claims, please send proof of purchase together with your contact details to: rma@rammounts.de.

To initiate a return procedure, please contact our Customer Service exclusively by email. We will provide the customer with a unique RMA number (Return Material Authorisation), further shipping instructions and the required return address.

Returns without a unique RMA number will be refused, and no service cases will be processed.

RAM Mounts Germany GmbH is generally under no obligation to take back goods ordered by the customer in error or incorrectly. We reserve the right to charge a handling fee of 20% of the net value of the goods if a return is accepted.

Please observe the following conditions when returning or exchanging new goods. Products being returned must not exhibit damage, defects or cosmetic impairment, and the original packaging should be present. Complete sets must include all products and accessories.

If, despite all care taken, the delivered goods have a defect that already existed at the time risk passed, we will, at our discretion and subject to timely notification of the defect, repair the goods or supply replacement goods. We must always be given an opportunity to provide a remedy within a reasonable period. Rights of recourse remain unaffected by the above provision without restriction.

If the remedy fails, the buyer may withdraw from the contract or reduce the price, without prejudice to any claims for damages.

No claims for defects arise in the case of merely insignificant deviations from the agreed quality, merely insignificant impairment of usability, natural wear and tear, or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable building ground or particular external influences not contemplated by the contract. If the buyer or third parties carry out improper repairs or modifications, no claims for defects arise in respect of those repairs or modifications or their consequences.

Claims by the buyer for reimbursement of expenses necessary to provide a remedy, in particular transport, travel, labour and material costs, are excluded to the extent that those expenses increase because the goods supplied by us have subsequently been moved to a location other than the buyer's place of business, unless such relocation is consistent with their intended use.

The buyer has rights of recourse against us only insofar as the buyer has not entered into agreements with its purchaser that go beyond the mandatory statutory claims for defects. Paragraph 6 also applies accordingly to the scope of the buyer's recourse claim against the supplier.

When ordering and receiving bulk packaging, please note that the loose packing method may occasionally result in scratches or scuff marks on parts. Any complaints concerning cosmetic defects are therefore excluded in advance.

§ 8 Miscellaneous

This contract and all legal relations between the parties are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Unless otherwise stated in the order confirmation, our registered office is the place of performance and the exclusive place of jurisdiction for all disputes arising from this contract. (Note: Use of this clause is not permitted if at least one of the parties is a business not entered in the commercial register.)

All agreements entered into between the parties for the performance of this contract are set out in writing in this contract.

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