BRAUN
GERMANY

General Terms and Conditions of Anton Braun Flötenbau

1. Scope of Application

Our deliveries, services, and offers are made exclusively on the basis of these General Terms and Conditions. Any conflicting or supplementary general terms and conditions of the buyer are hereby expressly rejected.

2. Offer

Our offers are subject to change without notice with regard to price, delivery time, and availability. We reserve the right to make technical modifications.

3. Prices

Our prices are stated in Euros and include the statutory value-added tax (VAT). Shipping costs will be charged additionally.

4. Waiting List

Entry on the waiting list is non-binding and does not constitute an order or a purchase contract. After registration, the customer will be informed as soon as an instrument can be allocated to them.Current waiting and delivery times may fluctuate throughout the year due to seasonal factors and can be requested via email at any time.

5. Payment

Unless otherwise agreed, payment for the goods must be made in advance (advance payment) without any deductions.

6. Conclusion of Contract

If the customer remains interested, they will receive a pro forma invoice after the waiting period has expired.The purchase contract is concluded upon receipt of full payment within the deadline specified in the pro forma invoice. The receipt of payment and the conclusion of the contract will be confirmed to the customer via email.If payment is not received within this deadline, the pro forma invoice shall become null and void, unless otherwise agreed.

7. Manufacturing

Manufacturing begins upon receipt of full payment.

8. Delivery, Packaging, and Transfer of Risk

Delivery is made ex works Egelsbach via insured shipping. The choice of shipping and packaging method is at our discretion and will be carried out in accordance with standard industry practices. If you are a consumer, we bear the transport risk; the risk only passes to you upon delivery of the goods. We kindly request that any transport damage be reported promptly; your statutory warranty rights remain unaffected by this.

9. Delivery Time / Delivery Period

Transactions where time is of the essence (Fixgeschäfte) are excluded. We shall not be held liable for delays in delivery and performance due to force majeure or events that significantly complicate or make delivery impossible for us, even if a delivery date has been agreed upon. Such events entitle us to postpone the delivery for the duration of the hindrance plus a reasonable start-up period.If the delivery time is extended, the buyer cannot derive any claims for damages from this.

10. Right of Withdrawal

Consumers are entitled to a statutory right of withdrawal of 14 days for distance contracts. We voluntarily grant this right of withdrawal to entrepreneurs as well. For goods, the withdrawal period begins upon receipt of the instrument. The details can be found in the separate cancellation policy.

11. Warranty and Statutory

Liability for Defects Statutory rights governing defects shall apply. The statutory limitation period for claims regarding defects is generally 2 years from delivery of the instrument. Normal wear and tear does not constitute a defect. Damage caused by improper handling of the goods by the buyer is excluded from the liability for defects.

12. Place of Performance and Applicable Law

The place of performance for our obligations is Egelsbach.The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).