

1. Applicability

These General Terms and Conditions apply to all present and future legal transactions between Nurus GmbH and its customers. By placing an order, the customer acknowledges the validity of these terms and conditions. The services and offers of Nurus GmbH are provided exclusively on the basis of these terms. Deviating terms of the customer are not accepted unless explicitly agreed to by Nurus GmbH.

2. Conclusion of Contract

All offers by Nurus GmbH are non-binding. The subject of the contract is only the services of Nurus GmbH mentioned in the order confirmation. Delivery orders are considered irrevocable purchase offers. Oral agreements with Nurus GmbH are only valid once confirmed in writing. Cancellations and changes can only be made with the written confirmation of Nurus GmbH. The cancellation or modification of custom-made items is not possible.

3. Prices

All prices stated by Nurus GmbH are net prices and exclude taxes or other charges. The listed prices are based on the price list valid on the date of the offer. Assembly and installation of disassembled products are not included in the prices. These services are provided only upon request and for an additional fee.

4. Packaging and Transport

Nurus GmbH will package the goods at its discretion. The transport packaging used includes reusable wooden boxes, cartons, and films, which are not taken back.

5. Delivery and Transfer of Risk

Shipping is free to the customer's premises (behind the first lockable door), unless delivery ex works is contractually agreed upon. If the customer requests a fixed delivery date, Nurus GmbH will charge an additional fixed date fee depending on the delivery area. If a delivery address other than the contracting party's is required, Nurus GmbH will charge a shipping fee for orders with a net value under €3,000, depending on the delivery area. Damage during transport does not entitle the customer to refuse acceptance of the delivery. Nurus GmbH is entitled to make partial deliveries. Delivery dates and deadlines are approximate and apply from the transmission of the order confirmation. Nurus GmbH is entitled to extend agreed dates and delivery deadlines by up to one week. The customer may cancel the contract only after setting a minimum three-week grace period. If the customer is responsible for fulfilling certain technical and commercial prerequisites, the delivery period and performance obligation will commence only after these obligations are met (this particularly applies to the timely receipt of all materials and information provided by the customer). In the event of subsequent changes or additions, the delivery period will be extended accordingly. The customer has no claims for delays caused by such changes. Nurus GmbH is not liable for delays or impossibility of performance due to force majeure or other reasons outside of its control. Should the performance be prevented for such reasons, Nurus GmbH is entitled to cancel any outstanding delivery commitments. This also applies if the prevention of delivery is caused by delays or non-performance of a supplier. Nurus GmbH is entitled to extend or reschedule the delivery deadlines and dates for the aforementioned reasons. The customer has no claims for delays. However, the customer is entitled to cancel the contract after setting a minimum three-week grace period. Delivery is considered on time if it is shipped from Nurus GmbH's production or delivery warehouse by the end of the agreed delivery period or is ready for pick-up.

Please note that Nurus GmbH plans tours and makes binding freight reservations with the involved freight forwarders approximately ten working days before the delivery week. In case of delays not attributable to Nurus GmbH, cancellation costs from the freight forwarders may arise, which Nurus GmbH may charge to the customer.

6. Warning and Inspection Obligation

Documents to be provided by the customer must be handed over to Nurus GmbH in sufficient time to allow for inspection and necessary preparations before the start of execution. Nurus GmbH will inform the customer of any defects and concerns regarding the intended execution that become apparent during a careful review of the execution documents. If the customer does not provide sufficient feedback or suggestions for correcting or improving the execution within 14 days, they will be responsible for the consequences of this omission.

7. Payment

Current payment terms are noted on the respective invoice. Discounts must be separately agreed upon. In case of delayed payment – even partial payments – any discount agreements are void. Payments from the customer are considered as made only when they are received in Nurus GmbH's business account. Payments from the customer will be applied to the oldest outstanding debt. In case of payment delay, Nurus GmbH is entitled to claim either the actual damage caused or charge interest on overdue payments at the statutory rate. The customer agrees to reimburse Nurus GmbH for any collection costs, as far as they are necessary for legal enforcement. In the case of individually invoiced partial deliveries, Nurus GmbH is entitled to withhold the goods to be delivered without being liable for damages in case of customer payment delay. In case of delayed payment, all other open claims become immediately due. The same applies in case of the customer's payment suspension, the opening of an insolvency procedure, or enforcement actions. The customer's claim of defects does not release them from the obligation to adhere to the payment terms. The customer's right of retention is excluded. The offsetting of the customer's claims against those of Nurus GmbH is excluded unless explicitly acknowledged by Nurus GmbH in writing or confirmed by a court ruling. The customer's order is considered as confirmation of their payment capacity and creditworthiness. If concerns about the customer's financial capacity arise later, Nurus GmbH may require prepayment or sufficient security or withdraw from the contract after setting an appropriate grace period. In such cases, Nurus GmbH is relieved of any further performance and delivery obligations.

8. Withdrawal

In cases of refusal of acceptance or other important reasons, such as the customer's bankruptcy or dismissal due to lack of assets, payment delays, or failure to meet payment agreements, Nurus GmbH is entitled to withdraw from the contract after setting a minimum two-week grace period. In case of withdrawal, Nurus GmbH is entitled to claim compensation for actual damages incurred. If the customer fails to take delivery of the goods as agreed, Nurus GmbH is entitled, after a failed grace period, to either store the goods itself (charging the customer for storage) or store them at an authorized company at the customer's cost and risk. At the same time, Nurus GmbH is entitled to insist on contract fulfillment or withdraw from the contract after setting a minimum two-week grace period.

9. Retention of Title

All goods remain the property of Nurus GmbH until the full payment of the purchase price is made.

In case of resale of goods subject to retention of title, the customer assigns any claims arising from the relevant sales contract to Nurus GmbH up to the amount of the claims from this delivery. For this purpose, the customer must notify Nurus GmbH of the buyer's identity. Payments received from the buyer must be forwarded to Nurus GmbH immediately. If the customer processes or modifies the goods, Nurus GmbH retains title to the new product and acquires joint ownership of it.

10. Warranty

Warranty claims are fulfilled by Nurus GmbH at its discretion, in accordance with legal requirements, either by replacement, repair within a reasonable period, or price reduction. A withdrawal from the contract can only be requested if the defect is substantial and cannot be remedied through replacement or repair, and a price reduction is unreasonable for the customer.

11. Guarantee

Nurus GmbH grants a warranty of 2 years from the delivery date for its own products under the following conditions: The warranty applies to countries within the European Union. For other countries, special conditions apply. The rights under this warranty are not transferable to third parties and apply only to a specific project.

12. Liability

All claims for damages, including those arising from assembly, are excluded in cases of slight negligence. The injured party must prove gross negligence. The limitation period for claims for damages is one year from the transfer of risk.

13. Minor Deviations, Custom Orders

Minor deviations due to material from the illustrations or descriptions underlying the order, such as color and grain variations in wood and fabrics, model changes, and size/color deviations, are reserved and do not entitle the customer to warranty or claims for damages.

14. Product Liability

Any recourse claims under the Product Liability Act are excluded unless the claimant can prove that the defect was caused by Nurus GmbH's responsibility and was at least grossly negligent.

15. Copyright

Designs, models, shapes, templates, drawings, sketches, illustrations, sample books, and other samples created by Nurus GmbH remain the intellectual property of Nurus GmbH. The customer does not acquire any rights of use or exploitation of these.

16. Public Clients

In the case of public tenders, these terms and conditions apply only to the extent they do not conflict with the tender.

17. Miscellaneous Provisions

German law applies. The applicability of the UN Sales Convention is expressly excluded. The place of fulfillment for delivery and payment is the registered office of Nurus GmbH in Munich. The jurisdiction for any disputes is the competent court in Munich.