

Terms and Conditions of Delivery and Payment of Artemide Deutschland GmbH & Co. KG

1. Offers from Artemide are subject to confirmation, i.e. Artemide reserves the right to accept the order unless an offer has been expressly identified as binding. Delivery dates are only binding when they have been expressly confirmed as binding in the order confirmation. Cases of force majeure, such as strikes for which we are not to blame, disruptions of operation, difficulties in the procurement of raw materials, etc. entitle Artemide to withdraw from the contract.
2. Deliveries with an order value equal to or exceeding the minimum order value set by Artemide are generally carriage paid. For orders below this minimum order value, a flat-rate shipping or logistics charge will be applied. Artemide reserves the right, in individual cases or for specific deliveries, to charge freight, transport or other logistics costs separately, provided that the customer is notified of this prior to the conclusion of the contract or prior to the order confirmation.
3. The vendor's invoices are payable net within 30 days, without deductions. Deviating agreements shall only be binding when they have been confirmed in writing by the vendor.
4. In the case of default of payment – even if it applies to only one invoice – or in the case of non-honouring of checks or direct debits/collection, the total debt arising from the business relationship shall become due immediately. In the case of arrears, the interest customary in banking in the customer's country, at a minimum, however, default interest to the amount of 9% per annum above the base rate of the ECB, shall be payable, in addition to full compensation. Should other indicators for a major deterioration of the customer's financial circumstances become evident, Artemide shall be entitled to refuse further delivery or to delivery only against prepayment.
5. Set-off or retention of payments by the customer is permissible only in the case of undisputed claims or claims established as final and absolute. Artemide shall be entitled to set-off against claims of other group companies. Existing guarantee claims shall not negatively impact on the due date of our outstanding receivables.
6. The cancellation of duly delivered goods can only ensue with our prior approval. When issuing a credit note for goods duly returned with our approval, we shall make a deduction of 20% of the net sum. In the case of damaged goods, a corresponding deduction shall be made for repairs. Purpose-built items are always excluded from return.
7. Place of performance is Fröndenbergring; court of jurisdiction is Unna, or at the discretion of Artemide, the registered address of the customer. The laws of the Federal Republic of Germany shall apply exclusively.
8. Artemide shall be entitled to replace any invalid clause, or any clause of doubtful validity, with a clause which, compared with the earlier clause, is more favourable for the customer. The change shall come into effect following the customer's receipt of written notification from Artemide.
9. These Terms and Conditions of Delivery and Payment (<https://myartemide.de/en/legal-information/>) shall apply only for business transactions with traders, corporate bodies under public law and special funds under public law. For matters not regulated in these Terms and Conditions of Delivery and Payment, the General Conditions for the Supply of Products and Services of the Electrical Association (ZVEI) shall apply; these can be found at the following link https://myartemide.de/fileadmin/user_upload/impressum/allgemeine_lieferbedingungen_zvei_de.pdf.
10. In every event, these Terms and Conditions of Delivery and Payment shall take precedence over deviating terms and conditions of business of the customer. Amendments or additions must be confirmed in writing by Artemide.