



# supermagnete

## General Terms and Conditions (GTC) as of 22/05/2010

H\YgY`Vt`bX]h]cbg`Udd`mcb`mhc`W`ghca`Yfg`]b`h\Y`BYh`Yf`UbXg`"=-Z`mci`k`ci`X`\_]`Y`XY`]j`Yfm`hc`Ubch`Yf`Vt`i`bhf`mz`Zc`ck`h`]g`]b`\_`O`hd.##k`k`k`"gi`dYfa`U[`bYhY`"b`#gY`YVWS`Vt`i`bhf`m`d`d`3cf][`]b1`U[`VQhc`[`Yh`hc`h\Y`Vt`ffYVh`g\cd`k`]h`h\Y`Vt`ffYgdc`bX]b[`]gU`Yg`Vt`bX]h]cbg`"

### § 1 Supplier and Scope

H\Y`k`YVg\cd`gi`dYfa`U[`bYhY`"b`]g`cdYfUH`YX`Vm

K`YVWUZh;`a`V<

=bXi`ghf]YdUf`\_`&\$&

+,`&(`(`;`chta`UX]b[`Yb

;`Yfa`Ubm

.`I`GH`=XBf`"fU`5H`FY["Bc`"L`B@`&`&`\*`%`+`\$6\$%

H\Y`Ui`h\cf]gYX`fYdfYgYbhU]j`Yg`UfY.

;`A`Uth\]Ug`5W`Yfa`Ubb

;`FYhc`<`Ym[`Y`

H\Y`Vi`g]bYgg`fY`Uh]cbg\]d`VYhk`YYb`K`YVWUZh;`a`V<`UbX`h\Y`di`fW`UgYf`]g[`cj`YfbYX`VmbU]h]cbU`"Uk`UbXz`]b`UXX]h]cbz`h\Y`j`Yfg]cb`cZK`YVWUZh;`a`V<;`YbYfU`HYfa`g`UbX`7`cbX]h]cbg`f]`H7E`h\U`h`UfY`]b`YZZYVh`Uh`h\Y`h]a`Y`cZ`di`fW`UgY`"K`YVWUZh;`a`V<`k`]`bch`UWVY`dh`Um`XYj`]Uh]cbg`cZ`h\Y`di`fW`UgYf`Z`ca`h\Y`;`YbYfU`HYfa`g`UbX`7`cbX]h]cbg`i`b`Ygg`h\Ym\Uj`Y`Uddfcj`YX`h`Ya`]b`k`f]h]b[`"

### § 2 Completion of the Contract

CbW`mci`h\Uj`Y`YbhYfYX`Ub`cb`]bY`cfXYf`k`]h`gi`dYfa`U[`bYhY`"b`UbX`h\Uj`Y`W]W`YX`h\Y`"G9B8`CF89F`"Vi`hcbz`mci`h\Uj`Y`YbhYfYX`]bhc`U`V]bX]b[`U[`fYfa`Ybh`hc`di`fW`UgY`h\Y`]hYa`g`]b`mci`f`g\cdd]b[`WVfh`K`Y`k`]`Vt`bZ]fa`mci`f`cfXYf`UbX`]hg`Vt`bhY`b]g`]a`a`YX]UhY`mj`]U`Y!`a`U]z`UbX`h\Y`Vt`bhf`UVh`cZ`gU`Y`k`]`VY`Vt`a`d`YhY`"

### § 3 Prices and Shipping Costs

5`"g\cd`df]Wg`]bW`XY`h\Y`ghU]`hcfm8i`hW`J`5H`cZ`%-`i`"6i`g]bYggYg`UfY`Y][`]V`Y`Zcf`hU]`ZFY`]bhfUVt`a`a`i`b]hmXY`]j`Yf]Yg`]Z`U`j`U`]X`J`5H`FY["Bc`""]g`]bX]WVhYX`Uh`h\Y`h]a`Y`cZ`h\Y`cfXYf`"

H\Y`a`]b]a`i`a`cfXYf`fYei`]fYa`Ybh]g`9I`F`%`z\$`":`cf`cfXYfg`i`bXYf`h\]g`Ua`ci`bhz`k`Y`k`]`UXX`U`gi`fW`Uf[`Y`cZ`9I`F`+`z\$`"

H\Y`]bgi`fYX`dUW`U[`Y`k`]`VY`gYbhZ`ca`";`Yfa`Ubm`h\Y`XY`]j`Yfm]b`h\Y`BYh`Yf`UbXg`]g`WVff]YX`ci`hVm`DcghB`@`cf`8`<`@`h\Y`Vt`gh`cZ`g\]dd]b[`]g`9I`F`\*`z`)\$`"ft`cf`W`ghca`!`a`UXY`cfXYfg`cf`"Uf[`Y`ei`Ub]h]Yg`X]ZZYfYbh`g\]dd]b[`UbX`h\UbX`]b[`VW`Uf[`Yg`a`Um`VY`bY[`ch]UhYX`"L`"

### § 4 Payment Terms, Conditional Sale

8i`f]b[`Vt`a`d`Yh]cb`cZ`mci`f`cfXYf`z`mci`k`]`h\Uj`Y`h\Y`cddcfh`i`b]mhc`W`ccgY`mci`f`a`Yh`cX`cZ`dUma`Ybh`K`YVWUZh;`a`V<`k`]`bcfa`U`m`XY`]j`Yf`mci`f`cfXYf`cb`m`UZ`Yf`dUma`Ybh`h\Ug`VY`Yb`fYVW`]j`YX`"=-b`h\Y`WVgY`cZ`XY`]j`Yfm`U[`U]bgh`Ub`]b]c]WVz`h\Y`bYh]b]c]WV`Ua`ci`bh]g`dUm`UV`Y`k`]h]b`"`\$`XUm`g`k`]h`bc`XYXi`Vh]cbg`"

=Z`k`Y`XY`]j`Yf`mci`f`cfXYfYX`]hYa`g`df]cf`hc`dUma`Ybh`z`h\Y`XY`]j`YfYX`]hYa`g`fYa`U]b`h\Y`dfcdYfmicZ`K`YVWUZh;`a`V<`i`bh]`Z`"dUma`Ybh]g`a`UXY`"

## § 5 Delivery and Risks

G\da Ybhg'k ]''VY'gYbh'cb'ci f'f]g\_ž'fY[ ]ghYfYX'UbX']bgi fYX'j ]U'8<@fk ]h' h'Y'8Yi hgW'Y'Dcgh'K' Y fYhU]b'h'Y'f[ ]\h'hc'W'ccgY'ch'Yf'g\]da Ybh'gYfj ]W'gž'Ug'bYW'ggUfmi'

H\Y'W'ghca Yf'a i gh'VYUf'U''f]g\_g'cZ'cgg'cf'XUa U[ Y'hc'h'Y'[ ccXg'Z'ca' h'Y'h]a Y'h'Ym\Uj Y'VYyb XY'j] YfYX''

## § 6 Use of Delivered Goods

'Ci f' [ ccXg'UfY' bch]bhYbXYX'Zcf'i gY' ]b'cf'Yi dcfh'hc'h'Y'I G5ž'7UbUXU'cf'>UdUb''I g]b[ 'ci f' [ ccXg']b h'Y'X]fYVh'cf' ]bX]fYVh'dfcXi Vh]cb'cZ]hYa g' ]bhYbXYX'Zcf'Yi dcfh'hc'h'Y'UVcj Y!a Ybh]cbYX'Vž'i bhf]Yg' ]g h'YfYzcfY'ghf]Vh'mdfc\ ]V]hYX''

## § 7 Delivery delays

8Y'j] Yfm'XY'Umg'h'Uh'\UddYb'Xi f]b[ 'h'Y'h'fUbgdcfh'Vmia U]''UfY'ci hg]XY'cZ'ci f'gd\YfY'cZ]bZi YbW'UbX k Y'W]b'h'YfYzcfY' bch'VY'\Y'X'' ]UV'Y'Zcf' ]h'

### Shop articles

5''Ufh]WY'g'h'Uh'mci 'cfXYfYX' ]b'ci f'cb']bY'g'cd'UfY' ]b'ghc'W'UbX'W]b'VY'g\]ddYX'k ]h'ci h'XY'Umi' =Z'Ub Ufh]WY' ]g'hYa dcfUf' ]mbch' ]b'ghc'W'ž'nci 'W]bbchidi h' ]h' ]b'nci f'W]fh' ]b'h'Y'cb']bY'g'cd''

8Y'Umg'k ]h' g'cd'Ufh]WY'g'W]b'h'YfYzcfY'cb'mcW]V'Xi Y'hc'k U]h]b[ 'h]a Y'Zcf'Ub' ]bWž'a ]b[ 'dfY!dUma Ybh' 8YdYbX]b[ 'cb'mci f'a cXY'cZ'dUma Ybhž' ]h'W]b'h'U\_Y'gYj YfU'XUmg'i bh' ]k Y'fYW' ]j Y'nci f'dUma Ybh' ]b'ci f UW]ž'i bh' h'Y'cfXYfYX'Ufh]WY'g'fYa U]b'fYgYfj YX'Zcf'mci 'Xi f]b[ 'h' ]g'k U]h]b[ 'dYf]cX'UbX'k ]''VY'g\]ddYX k ]h' ]b'cbY'Vi g]bYgg'XUmUZhYf'fYW' ]dh'cZ'dUma Ybh' ]mci 'W]b'fYXi W' h'Y'k U]h]b[ 'h]a Y' ]Z'nci 'gYbX'i g dfccZ'cZ'dUma Ybh'fj ]U'ZU' 'cf'Y!a U]ž'cf' ]Z'nci 'W'ccgY'U'ei ]W'Yf'a cXY'cZ'dUma Ybhž'Y"[ ''W]YX]h'W]fX''

### Custom-made orders

Ci f'cZ'Z'f'k ]'' ]bW' XY'h'Y'Uddfcl ]a UhY'dfcXi Vh]cb'h]a Y'k Y'k ]''bY'YX'Zcf'h'Y'a Ubi ZUW'i fY'cZ'nci f W'ghca 'cfXYf'' 5g'U' [ YbYfU'fi 'Yž'k Y'k ]''UffUb[ Y'Zcf'g\]da Ybh'k ]h' ]b'h' ]g'h]a Y'' ]a ]h'

=Z'h'Y'g\]da Ybh'cZ'nci f'a U[ bYhg' ]g'XY'UmYX'Vmia cfY'h'Ub'+ XUmgž'k Y'k ]'' [ fUbh'mci 'Udf]W'fYXi Vh]cb UW]ž'fX]b[ 'hc'h'Y'Zc''ck ]b[ '' ]gh

### Delay

%d + 'XUmg

, !% 'XUmg

%)!&%XUmg

cj Yf'&%XUmg

### Price reduction

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!%\$i

!%i

&\$i

=Z'XY'j] Yfm]g'XY'UmYX'Zcf'a cfY'h'Ub'+&%XUmgž'nci '\Uj Y'h'Y'f[ ]\h'hc'W]bW''nci f'di fW'UgY'Uh'bc'Vž'gh hc'mci ''C'h'Yf'WU]a g'Zcf'Vž'a dYbgUh]cb'Xi Y'hc'XY'UmYX'XY'j] YfmUfY'Yi W'XYX''

### Large quantities

E i chU]h]cbg'Zcf''Uf[ Y'ei Ubh]h]Yg' ]bX]W]hY'Ub'Uddfcl ]a UhY'XY'j] YfmXUhY'h'Uh'W]b'VY'Yi dYW]YX'k ]h'Ub ]a a YX]UhY'cfXYf''<ck Yj Yfž'h'Y'ei chYX'ei Ubh]h]Yg'UfY' bch'fYgYfj YX'Zcf'mci 'Uh'h'Y'h]a Y'cZ'ei chU]h]cb'' H'YfYzcfYž'k Y'W]bbch[ i UfUbhY' h'Uh'h' ]g'XY'j] YfmXUhY' ]g'gh'' ]U' ]X'Vm'h'Y'h]a Y'nci 'UW]V'dh'ci f'cZ'Yf'' Cb'mUZhYf'nci 'UW]V'dh'ci f'cZ'Yfž'k Y'W]b[ ]j Y'nci 'Ub'cfXYf'Vž'bZ]fa Uh]cb'k ]h'U'XYZ]b]h'XY'j] YfmXUhY'' =Z'k Y'W]bbch'\_YYd'h' ]g'XY'j] YfmXUhY'UbX'h'YfY' ]g'U'XY'UmicZ'a cfY'h'Ub'gYj Yb'XUmgž'nci 'W]b k ]h'XfUk'Z'ca'ci f'Vž'bhfUW]k ]h'ci h'dYbU'hm': i fh'Yf'WU]a g'Zcf'XUa U[ Yg'Xi Y'hc'XY'UmYX'XY'j] YfmUfY' bch'j U' ]X''

## § 8 Warranty

K UffUbhm]g V&bZcfa 'k ]h' ghUhi hcfmFY[ i 'Uh]cbg"

K YVWUZh; a V< [ i UfUbhYYg'h\Y'Zi bW]cbU'YZZVWYbWmicZXY'j] YfYX'a U[ bYhg" DfcXi Wtg'k \]W\ UfY XUA U[ YX'Xi f]b[ 'i gY' **cannot** VY'fYhi fbYX'cf'Yi W\Ub[ YX'"H\]g'bWm XYg.

### i Flaking and wear of the surface coating:

H\Y'gi fZUW'V&Uh]b[ 'cZ'h\Y'a U[ bYhg'WUb'ZU\_Y'cf'W\]d'Xi f]b[ 'ja dfcdYf'i gYz'YgdYVU'mik \Yb a U[ bYhg'UfY'U'ck YX'hc'V&'XY'"': i fh\Yfa cfYz']hfg'dcgg]V'Y'h\Uh'U'h\]b'UmYf'cZ'V&Uh]b[ 'a UmVY'k cfb Uk UmXi Y'hc'V&bghUbh'\UbX']b[ "

### i Breaking of the magnets:

BX: Y6'Gi dYfA U[ bYhg'WUb'VfYU\_]Z'XfcdYX'hc'h\Y'Zccf'cf']Z'k c'a U[ bYhg'V&'XY'"'6fc\_Yb'a U[ bYhg UfY'bch'V&] YfYX'Vmi'h\Y'K UffUbhm]UbX'WUb'h\YfYzcfY'bch'VY'fYd'UWVX"

### i Loss of magnetism due to high temperatures:

5'cZ'ci f'a U[ bYhg'UfY'! i b'Ygg'ch\Yfk ]gY'a Ybh]cbYX'!\YUH fYg]ghUbh'i d'hc', \$'XY[ fYg'7Y'g]i g'"=Z . h\Y'a U[ bYhg'UfY'Yi dcgYX'hc'\][ \Yf'hYa dYfUhi fYg'z'h\Ym'cgY'U'dcfh]cb'cZ'h\Y]f'a U[ bYhg]ga " H\Y'ghUhi hY'cZ'ja ]h]cbg]g'&( 'a cbh\g'UbX'VY[ ]bg'Uh'h\Y'XY'j] YfmicZ'mci f'cfXYf" H\Y'hfUbgZyf'cZ'k UffUbhm]WU]a g'hc'h\]fX'dUfh]Yg]g'Yi Wm XYX"

## § 9 Exceptions to the Guarantee

5bmZi fh\Yf'a UHfY]U'cf'Y[ U' [ i UfUbhYYg'z'k ]h' h\Y'Yi Wdh]cb'cZ'h\cgY'a Ybh]cbYX' ]b'Y', z'UfY Yi dfYgg'mYi Wm XYX"

## § 10 Return Policy

=Z'mci 'UfY'U' **private customer in the Netherlands**z'h\Y'Zc'ck ]b[ 'f[ \h'cZ'k ]h\XfUk U'Udd']Yg.

Mci 'a UmfY] c\_Y'mci f'V&bhfUW]i U'U[ fYYa Ybh'k ]h'ci h\Uj ]b[ 'hc'dfcj ]XY'U'fYUgcb'Zcf'Xc]b[ 'gc'k ]h ]b +XUng ]b'k f]h]b[ 'fY'" "Vm'YhYfz'ZU] z'Y! a U]k'cf'Vm'fYhi fb]b[ 'h\Y'XY'j] Yfm]b'Z' z'i b'Ygg'h\Y a YfW\UbX]gY ]g'Y[ U'mYi Wm XYX'Z'ca 'VY]b[ 'fYhi fbYX'fY'" "W'ghca 'cfXYfgL'"H\Y'h]a Y'ja ]h'VY[ ]bg i dcb'fYW]dh'cZ'h\]g ]bghfi W]cb'"Mci f'f[ \h]g'Ybgi fYX ]Z'mci f'k f]hY'b'fYj cW]h]cb'UbX#cf'h\Y'fYhi fb'cZ h\Y[ ccXg'hU\_Yg'd'UW'Xi f]b[ 'h\Y'h]a Y'ja ]h'

FYhi fbg'g\ci 'X'VY'UXXfYggYX'hc.

9!a U]. gi ddcfh4 gi dYfa U[ bYhY"b'  
. : Ul . 'Z (- '++' %-' -', ' -' -

D'YUgY'YbhYf'mci f'bUa Y'UbX'h\Y'cfXYf'Bi a VYf'h\Uhi'mci 'k ci 'X' ]\_Y'hc'WUbWV"

5Z'Yf'mci '\Uj Y'gi WY'ggZ' 'm'WUbW'YX'mci f'cfXYf'z'd'YUgY'gYbX'h\Y'dfcXi Wtg'VUW'hc'h\Y'Zc'ck ]b[ UXXfYgg.

K YVWUZh; a V<  
=bXi ghf]YdUf\_'&\$&  
, &( ( ; chta UX]b[ Yb  
. ; Yfa Ubm

K Y'UfY'bch'fYgdcbg]V'Y'Zcf'dcghU[ Y'cb'fYhi fbYX' ]hYa g"

D'YUgY'i gY'ci f'cf][ ]bU'dUW\_]b[ 'a UHfY]U'hc'fYhi fb'a U[ bYhg'"=Z'h\]g' ]g'bch'dcgg]V'Yz'd'YUgY'Ybgi fY'h\Uh mci 'dUW' h\Y'a U[ bYhg'gYW'fY'm]b'U'ghfcb[ 'V&bH]bYf'h\Uh]g'Uh'YUgh'Ug'Uf[ Y'Ug'h\Y'cf][ ]bU'"D'UW h\Y'a U[ bYhg' ]b'h\Y'a ]XX'Y'cZ'h\Y'dUW\_]b[ 'a UHfY]U'z'Ug'Zf'Ug'dcgg]V'Y'Z'ca 'h\Y'g]XYg'cZ'h\Y'Vcl "

=b'h\Y'WUgY'cZ'U'j U'X'WUbW'Uh]cbz'h\Y'W'ghca Yf' ]g'fYgdcbg]V'Y'Zcf'h\Y'V&gh'cZ'fYhi fb]b[ 'h\Y a YfW\UbX]gY'UbX'h\Y'j YbXcf' ]g'fYgdcbg]V'Y'Zcf'fYz' bX]b[ 'h\Y'di fW'UgY'df]W'"Mci 'k ]'fYW]j Y'U fYz' bX'UZ'Yf'k Y'\Uj Y'fYW]j YX'h\Y'fYhi fbYX'dfcXi Wtg'K \Yb'fYhi fb]b[ ]hYa g'z'd'YUgY'VY'gi fY'hc ]bWm XY'mci f'VUb\_'XYH]g'DcghU[ Y'V&ghg'Zcf'fYhi fbYX' [ ccXg'UfY'Uhi'mci f'Yi dYbgY"

## § 11 Liability

K YVWUZh; a V< 'hU\_Yg'bc'fYgdcbg[V']hmiZcf'XUa U[ Y'UbX' ]b'f]Yg'WU' gYX'Vm]a dfcdYf'cf'WfY'Ygg'i gY cZ]hg'a U[ bYhg'"6mVta d'Yh]b[ 'mci f'di fWUgY'cZci f'a U[ bYhg'z' mci 'UfY'VtbZ]fa ]b[ 'hUh'mci '\Uj Y'fYUX UbX'i bXYfghUbX'h'Y'Zc''ck ]b[ 'k Ufb]b[ g'U'hd. ##k k k "gi dYfa U[ bYhY"b'#gUZYhm'd\ dQ'9UW' g\]da Ybh k ]''VtbhU]b'U'k Ufb]b[ 'g\YYh'hUh'VtbhU]bg'h'Y'gUa Y' ]bZcfa Uh]cb"

## § 12 Data Retention

D'YUgY'VY'Uk UfY'hUh'UbmXUHJ'fYei ]fYX' ]b'h'Y'\UbX' ]b[ 'cZ'mci f'cfXYf'k ]''VY'dfcW'ggYX'UbX'gUj YX' ]b Ub'Y'YVW'fcb]W]bZcfa Uh]cb'gmghYa "'DYfgcbU'XUHJ'k ]''z'cZ'Vti fgYz'VY'\UbX'YX'VtbZ]XYbh]U''m'Ci f gYfj ]W' dUfHbYfgz'k \c'bYXX'h'Y'hfUbg' ]gg]cb'cZ'XUHJ'Zc'f'cfXYf'\UbX' ]b[ z'UfY'YI W' YXX"

=Z'mci 'UfY'dUn]b[ 'k ]h'U'WYX]h'WfXz'mci f'dYfgcbU' ]bZcfa Uh]cb'k ]''VY'gYbh'X]fYV'miUbX'gYW'fY'mhc GUZYfdUm' h'Ym'\UbX'Y'h'Y'dUma Ybh'UbX'dfcW'gg'h'Y'hfUbgUW]cb"'GUZYfdUm[ i UfUbhYg'hUh'h'Y'XUHJ k ]''VY'i gYX'cb'mZc'f'Vta d'Yh]cb'cZ'h ]g'di fWUgY'"K YVWUZh; a V< 'k ]''bch'fYVW'j Y'Ubm]bZcfa Uh]cb UVci h'mci f'WfX"

8i f]b[ 'h'Y'cfXYf'dfcW'ggz'gYgg]cb'Vtc\_]Yg'k ]''VY'i gYX'"CbW'mci 'WcgY'mci f'Vfck gYfz'h'Ymk ]''VY YfUgYX"

## § 13 Final Clause

H'Y'8i hW'Uk 'Udd']Ygz'YI W' X]b[ 'h'Y'I B'7cbj Ybh]cb'cb'7cb'hfUW'g'Zc'f'h'Y'='bhYfbUh]cbU'GU'Y'cZ ; ccXg"

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=Z'mci '\Uj Y'Ubmei Ygh]cbgz'd'YUgY'ZY'Z'fY'hc'VtbhUW'i g"

gi dYfa U[ bYhY"b'!'A UHh ]Ug'5W\_Yfa Ubb'UbX'fYhc'<Ym[ Y'

K YVWUZh; a V<

=bXi ghf]YdUf\_'&\$&

+, &( ; chta UX]b[ Yb

; Yfa Ubm

9!a U]'. 'gi ddcfh4 gi dYfa U[ bYhY"b'

D\cbY. 'Z (-'++'%'-'-' ;'-'&

: U! . 'Z (-'++'%'-'-' ;'-'&