Terms of service

1. General provisions
These terms of delivery and payment apply to all current offers and contracts for our services and deliveries of goods, even if this is not referred to in individual cases. Deviating regulations only apply if they have been acknowledged in writing by both contractual partners. In addition to these conditions, the statutory provisions, in particular the BGB and HGB apply.

2. Delivery, delay, call orders
The delivery periods begin with the day of the order confirmation. All mentioned delivery dates are understood as reservation dates and are subject to the timely delivery by our suppliers.
In the event of default, the customer has no claim to damages, to undertake a cover purchase or to withdraw from the contract. The right of the customer to withdraw after the fruitless expiry of a set appropriate period of grace remains unaffected.
Partial deliveries are permitted in all parts. Each partial delivery is considered a special transaction and has no influence on the unfulfilled part of the order.
Unforeseen delivery obstacles in case of force majeure, strike, breakdowns in our own or in the subcontractor, transport difficulties, etc. entitle us to postpone the deliveries for the duration of the hindrance and a further reasonable time or to withdraw from the contract, if it has not yet been fulfilled.
Claims for damages, cover or subsequent delivery are excluded.
Call orders are binding orders in which only the quantity and date of the individual partial deliveries are not yet determined at the time the order is placed. Call orders must be accepted at the latest within 12 months after placing the order. In the event of non-acceptance, an automatic delivery of the remaining quantity takes place after the expiry of the aforementioned period.
All products are delivered without bulbs (except LED). Of course we deliver these to order.

3. assurance of properties
Statements and references to certain properties and / or to the suitability of the goods for a specific purpose are only binding if

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Default of payment occurs on the due date of the claim without the need for a special reminder.

In case of late payment all claims from the business relationship become due immediately. Payments are deemed to have been made on the day on which we can dispose of the invoice amount on one of our accounts. In the event of late payment, dunning fees will be charged, which are due and payable together with the invoice amount.

In addition, default interest is calculated in accordance with § 288 BGB.

6. Retention of title
We reserve and retain ownership of all goods (reserved goods) delivered by us until full payment of all claims arising from the business relationship, even if the purchase price for specially designated claims has already been paid. In the case of processing with other goods not belonging to us, we are entitled to co-ownership of the new object in proportion of the value of the reserved goods to the other processed goods at the time of processing. The claim of the customer from a resale of the reserved goods shall be assigned to us from the outset, irrespective of whether the goods are in a changed or unchanged condition or whether they are sold on to one or more buyers.

The customer is entitled to resell the reserved goods only with the proviso that the corresponding purchase price from the resale proceeds to us. He is not entitled to other dispositions concerning the reserved goods (for example, pledges, assignments, etc.). The customer is obliged to disclose the assignment to his customer upon request.

In the event of non-fulfillment of the payment obligations of our customer to us, we are furthermore entitled, on the basis of the reservation of title, to remove the delivered goods at any time, even without a court ruling, in order to secure our claims. The customer irrevocably authorizes the entry of the rooms in which the goods are located. The return of the goods does not represent a withdrawal from the contract. We are entitled to use the goods subject to retention of title and to settle for the

8. Withdrawal from goodwill
The return of goods outside the warranty for defects will only be accepted if this has been previously agreed in writing. Packaging and shipping costs are to be borne by the customer. We charge a processing fee of 5% of the net value of the product. If defects in the returned goods in the liability of the customer incurred and to be eliminated by us, the costs incurred for this are in addition to the processing fee to be paid by the customer. Defects in the packaging material are excluded.

9. Copyright and other protective rights
We reserve all property rights, copyrights and other property rights to offers, drawings and other documents provided by us in order to initiate, prepare or execute a contract, insofar as these exist. If, on behalf of the customer, we prepare a cost estimate with (or without) a specification of services without the corresponding previous invitation to tender from the client, this specification of services is also subject to copyright. A more extensive use of the service specification is only possible after our written consent. Unauthorized uses are prosecuted and charged at twice the fee rate for engineering services. If there is no conclusion of a contract, all documents are to our request, immediately return and destroy own copies of the customer (especially in digital or written form); the costs for the preparation of the service specification are calculated in full.

10. Place of performance and jurisdiction
Place of fulfillment and jurisdiction for all obligations arising from the contractual relationship as well as arising from its emergence and its effectiveness litigation is Berlin, the seat of BRAUN Lighting Solutions GmbH or BRAUN Lighting Solutions e.K, which produce the goods.

11. Supplementary provisions
The general terms of delivery for products of the services of the electrical industry apply, unless otherwise specified in the present provisions, in addition.
The ineffectiveness of individual conditions or agreements does

they are expressly described in writing as an assurance when the contract is concluded.

4. Shipping and transfer of risk

If the goods are sent to the customer at the request of the customer, the risk is transferred to the customer upon delivery to the shipping agent, or at the latest when leaving our factory, irrespective of how the transport is carried out or who bears the freight costs. All transports are always on account of the customer. The conclusion of a transport insurance is only at the express request of the customer at his expense.

5. Prices and terms of payment

The prices are subject to change and are ex works without packaging and shipping costs, plus the respectively applicable value added tax (VAT).
Packaging and shipping costs are calculated in addition to the effort.
If the purchase prices increase for us after conclusion of the contract, the additional expenses may be charged in addition to the order value in accordance with our respective valid conditions.
The invoice amount is basically always without consideration for any complaints due immediately without deduction. Private customers as well as all first time customers must always transfer the invoice amount in advance to one of the business accounts in advance. In all other cases, we reserve the right to grant individual deviations, discounts or different terms of payment. These are then valid only after prior written agreement.
Partial deliveries are permitted in all parts. Each partial delivery is considered a special transaction and has no influence on the unfulfilled part of the order.
Unforeseen delivery obstacles in case of force majeure, strike, breakdowns in our own company or in the subcontractor, transport difficulties etc. entitle us to postpone the deliveries for the duration of the hindrance and for another reasonable time or to withdraw from the contract, if he has not yet fulfilled is. Claims for damages, cover or subsequent delivery are excluded.
Call orders are binding orders in which only the quantity and date of the individual partial deliveries are not yet determined at the time the order is placed. Call orders must be accepted at open claims from the proceeds.

7. Material defects, warranty claims, other claims for damages

The assertion of defects and warranty claims presupposes that our customer has properly complied with his due inspection and complaint obligations.

If the object of performance is defective or if it lacks promised properties, then we have the choice of repairing or providing replacement under exclusion of further warranty claims of the customer. The detection of such defects must be notified to us immediately in writing, but in the case of identifiable defects no later than 5 days after receipt, in the case of non-identifiable defects immediately after detection, in writing by post.

Defects of a part of the delivered goods do not entitle to the complaint of the entire delivery. Minor deviations in color, shape and position are due to manufacturing technology and therefore no reason for complaints. The same applies to the comparison between other templates and the final product.
The warranty period ends no later than 24 months after the goods have left our factory.
If rectifications or substitute deliveries fail, the customer has a right of withdrawal under exclusion of any further claims.
Further liability for consequential damage is excluded unless we are guilty of intent or gross negligence. Claims for damages due to impossibility of performance, default, positive violation of claims, negligence on conclusion of contract and tort are excluded, unless they are based on intent or gross negligence on our part.

If the customer makes changes to the goods delivered by us that were not agreed in writing upon conclusion of the contract or if the delivered goods are not used properly or appropriately, warranty claims or claims for damages that could be made against us shall lapse from this date.

not affect the validity of the other conditions and agreements of a contract.

BRAUN Lighting Solutions e.K.
Nunsdorfer Ring 2-10
12277 Berlin, Germany
Owner: André Braun

Status: 01/11/2018

the latest within 12 months after placing the order. In the event of non-acceptance, after the expiry of the aforementioned period, an automatic delivery and invoicing will be made for the remaining quantity.
LED lights are always supplied with the ordered LED configuration, all other lights or other products are delivered without bulbs. Of course we deliver these to order.