

Translation of our General Terms & Conditions (T&C) business purchasers only (Resellers)



(Without any responsibility for the correct translation – for all legal relationships, German rights and the valid German language version of our “AGB” are overriding – the latter can be obtained under www.grimms.eu)

1. Scope of the T&C

All offers, purchase contracts, deliveries and services based on orders placed by our customers are subject to these General Terms and Conditions (T&C). These T&C shall apply solely for companies, legal entities under public law and special funds under public law. We do not accept any terms and conditions of the customer which conflict with or deviate from our T&C, regardless of whether we expressly object to them in a particular case. .

2. Territory

The Territory is the country where the reseller has its place of business. The Reseller is aware that Grimm's has introduced a distribution system in which one or more exclusive resellers are appointed for each country who are in their turn subject to the same restrictions set forth below, respectively that Grimm's has reserved all other territories for supply by Grimm's or its affiliates. Reseller is, therefore, prohibited to actively sell Grimm's products to customers outside the Territory, in particular Reseller is prohibited to actively approach customers outside the territory, for example by visits or direct mail or through advertisements (including via electronic commerce) specifically targeted to customers outside the Territory. Reseller is also prohibited to establish a warehouse or a distribution outlet outside the Territory.

3. Contract Conclusion

Offers from Grimm's in catalogues and in the online shop are non-binding. By placing an order, the customer submits a binding offer to purchase the product. Grimm's may accept the offer until the end of the five working day following the day of the offer. The purchase contract is only concluded when the offer is accepted by Grimm's.

4. Prices, order requirements

The prices are quoted in Euro ex works plus taxes, shipping costs, customs duties as well as fees and other public charges. The list price at the time of the order applies for the supply.

Physical retail stores: minimum order qty per order 300 Euro, per calendar year 1.000 Euro. Minimum of first order for new customers 1.000 Euro with prepayment

Catalogue and online resellers: minimum order qty per order 1000 Euro, per calendar year 3.000 Euro. Minimum of first order for new customers 3.000 Euro with prepayment

The purchase price is due for payment within 30 days of invoicing. The receipt of payment by Grimm's is decisive. After the due date, interest on arrears shall be charged at a rate of 8 % above the respective base interest rate announced by the Bundesbank. The assertion of further damages caused by default remains reserved.

The customer is not entitled to offset unless his counterclaims are undisputed or legally established.

5. Delivery dates

Delivery dates are non binding. Exceeding the delivery date, the supplier shall be granted additional 4 weeks for completing delivery. This period shall start with the first written reminder for delivery from the customer side. After this period the customer may step back from the contract of purchase.

6. Performance risk

Unless otherwise expressly agreed, Grimm's will determine the mode of shipment and the transport company at its reasonable discretion. Grimm's only owes the punctual, proper delivery of the goods to the transport company. Risk shall be transferred to the customer as soon as the consignment has been handed over to the person responsible for carriage or has left our warehouse for the shipping. If the agreed shipment is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer from the date upon which the goods are reported to be ready for dispatch. We are not liable for transport damages or delays caused by the transport company. Please check your shipments immediately on arrival and in case of damage have the delivering person write a report to confirm damage. Without this documentation transport companies such as postal or parcel services and freight forwarders do not pay compensation.

7. Toy Safety and Complaints

The goods correspond to the specifications stated in the catalogues and in the online shop. They comply with the EU Toys Directive 2009/48/EG (based on the EN-71 norm), the US CPSIA regulations as well as the US standards for Toy Safety ASTM F-963. The seller shall not be liable for the fact that the goods meet any other safety standards, which apply outside the EU and the USA, beyond or deviating from those listed here under paragraph 7.

The goods are to be carefully inspected immediately after delivery. Complaints of obvious defects should be made in written form within 3 days after receipt of goods, complaints of hidden defects immediately after discovery. If the customer fails to notify the defect, the goods shall be deemed to have been approved. In case of defects, it is our choice to credit, repair or replace the product. Replaced products will become our property.

The warranty period is one year upon delivery.

8. Reservation of title

The delivered goods will remain our property until complete fulfilment of all our claims under the business relationship with the customer. The buyer is entitled to resell the goods within the framework of a proper business transaction, as long as he is not in default of payment

The Customer already assigns claims arising from resale or another legal basis (insurance, unlawful act, etc.) with regard to the retained goods by way of security entirely to us. As long as he does fulfil his payment obligations to us, the buyer is entitled, until contrary notice, to recover the outstanding claims assigned to us in his own name. In cases where third parties access the goods subject to reservation of title, particularly in the case of distraint, the buyer will point to the ownership of the seller and inform the seller immediately. If the third party is unable to reimburse us the judicial or out of court costs within this context, the buyer shall be liable for these costs. We shall release the assignment made in our favour when the value of the secured goods has a value which exceeds the value of our total claim, including interest for late payment, by more than 10%.

9. Liability

Claims of the customer for reimbursement of damages are excluded as long as the customer claims are not relating to injury to life, body or health or relating to serious breach of contract as well as liability for other damage caused by intentional or gross negligent violation through the supplier, its legal representatives or performing agents.

In the event of culpable violation of essential contractual obligations as defined in paragraph 1 any liability on our part will be for foreseeable damage that is typical of the contract and if this was caused by negligence, unless and to the extent the matter involves claims for damages that are based on mortal injury, physical harm or health damage.

Essential contractual obligations under paragraph 1 are those obligations the fulfilment of which is essential for the proper execution of the contract possible and on the observance of which the customer may regularly rely.

The restrictions of clauses 1 and 2 also apply in favour of our legal representatives and performing agents, if claims are aimed directly at them.

The liability for minor culpable breach of contract will be limited to a liability amount of 10.000,00 €, except in the case of injury to life, body or health.

The product liability law remains untouched by the preceding rules.

10. Terms of payment

Wire transfer: All bank transactions must be "free of charge for the receiver".

Bank: Volksbank Plochingen, Kto.Nr.761 636 005, BLZ 611 913 10, IBAN: DE43611913100761636005, BIC: GENODE31VBP.

Credit card: please submit your credit card detail sheet, blank can be downloaded at www.grimms.eu .

Cash advance for new customers: you will receive proforma invoice. As soon as the money is on our account or you send us a copy of the transaction from your bank, we will release the shipment.

11. Other

These T&C and the entire legal relationship between us and any customer who does not have his place of business in the EU or the USA shall be governed by the laws of the Federal Republic of Germany including the UN Conventions on the International Sale of Goods (CISG). These T&C and the entire legal relationship including cross-border sales between us and any customer who has his place of business in the EU will be governed by the law of the Federal Republic of Germany under exclusion of the UN Conventions on the International Sale of Goods (CISG).

The place of fulfilment for delivery and payment is 73269 Hochdorf, Esslingen a. N. is the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

Should any provision of these T&C be or become invalid, either in part or in full, the effectiveness of the other provisions shall not be affected thereby.