



TILES BY PECASA
...Quality meets Design

Terms and Conditions

1. General Provisions

By placing an order, the Buyer agrees to our Terms and Conditions of Purchase as binding. Contrary agreements, including those concluded with our representatives, only apply if confirmed by us in writing.

2. Prices and Conditions

Our prices and conditions are stated on our price group list in Euros (EUR) plus VAT, ex works from Italy, 41042 Fiorano (MO). These prices are non-binding. We reserve the right to invoice the prices valid on the day on which the goods are loaded.

3. Delivery Period

Orders are provided for approx. 2-3 days. If material is not in stock, our specified delivery date is binding. Delays do not allow the Buyer to cancel the purchase contract or to claim damages.

4. Delivery/Collection

Goods are delivered/collected ex works from Italy, 41042 Fiorano (MO). The exact address is stated in the order confirmation. Transport logistics must be borne by the customer. The collection number must be stated when collecting goods.

5. Defects

Defects must be reported to us in writing within 6 days of collecting the goods. Defects of goods that have already been processed may not be reported. The burden of proof is on the Buyer. In case of legitimate complaints, we will provide a substitute delivery or credit note free of charge. Further damages, especially of third parties, are rejected. Truly defective goods must be returned to us in the condition in which they were delivered. No rights of the Buyer are established for defective partial deliveries. Minor technical deviations of color, quality or dimensions are not deemed defects and do not establish claims.

6. Retention of Title

We retain title to delivered goods until their purchase price is fully paid and any and all claims under the entire business relationship have been fully settled.

7. Payment Conditions

Our invoices are payable with a 2%-discount within 14 days or in net within or 30 days of the invoice date. Invoices must be paid irrespective of whether the goods have been received. This is without prejudice to the right to file a complaint. If the payment target is exceeded, we will charge default interest of at least 3% above the applicable discount rate for the period from the due date until we receive payment.

8. Place of Performance

The place of performance for both parties is Nittendorf, Germany.

9. Place of Jurisdiction

The place of jurisdiction for both parties is, at our discretion, the Regensburg Local Court. For international deliveries, the above-stated German place of jurisdiction and, therefore, the application of German law is expressly agreed.

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