

PRIVATE LABEL FACTORY

General terms and conditions of the contract manufacturing contract of Vitavolution GmbH

All prices are net ex works, unless otherwise agreed. Resulting shipping costs will be charged additionally according to the positions. The Vitavolution GmbH is at no time as a distributor. Any complaints are only to be treated with a simultaneous receipt of these by a designated accredited test center to reduce the price. These must be registered at the latest 7 days after receipt. If during the production cycles it turns out that an implementation is technically impossible or only with disproportionately high additional expenses, the contractor is free to refuse the implementation. In this case, all received services are to be refunded. Further compensation is excluded. Furthermore, to the extent permitted by law, we exclude all claims for damages. The wage production does not include the legal examination of the marketability. However, if this is desired, it must be commissioned separately by the client. The marketability is then checked and certified by external food analysis laboratories according to the order. Therefore, we as the manufacturer assume no liability or warranty with regard to the composition, dosage and the label text. In the case of delivery abroad, the handling of the import as well as the customs clearance is to be guaranteed by the client and is incumbent within his area of liability. In the case of contract manufacturing, Vitavolution GmbH makes no warranty with regard to reactions of a chemical and physical nature of the product and its durability. In the case of individual production according to the instructions of the client, he is liable for the fact that he is entitled to all patent, utility model or other industrial property rights. The client is obliged to indemnify and hold the contractor harmless from all claims and claims of third parties. Only the client is responsible for the correctness of the raw materials provided. For ordered recipes, Vitavolution GmbH neither bears the contents nor is it indicative and is not responsible for them. If arrangements have been made in this regard, these shall apply exclusively as an information exchange. Contractual arrangements require the written form. If due to force majeure a delivery at the agreed time period can not be realized, the client will be informed in time. Liability beyond the order value remains excluded. The named delivery date is non-binding, the timely own delivery. Liability or cancellation for these reasons is excluded. Delivery will take place at the earliest possible time. Furthermore, there may be differences in individual batches compared to the actual filling weight. Should the deviation exceed the value of 15%, the client will be notified. Until full payment, the goods remain the property of Vitavolution GmbH. Should one or more provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. It is exclusively German law to apply. The place of jurisdiction for all legal disputes is the registered office of Vitavolution GmbH.

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