Preamble

These General Terms and Conditions shall apply if the parties so agree in writing or otherwise. No deviations from the Terms and Conditions shall apply unless agreed in writing. Whenever the term " writing" or "in writing" is used in these Terms and Conditions, it refers to a document signed by both parties or a letter, electronic mail or other means of communication agreed upon by the parties.

'Seller' (hereinafter referred to as Dokka Fasteners)

1. Prices

All prices are exclusive of VAT and are based on Ex Works (EXW) or another Incoterm as agreed, in accordance with the applicable version of INCOTERMS®.

2. Packaging

Unless otherwise stated, prices quoted in offers and contracts are inclusive of Dokka Fasteners standard packaging. Return deliveries without prior agreement are not permitted. If return delivery is agreed upon, goods must be returned in their original packaging. If this is not possible, packaging must prevent damage or additional handling costs. Any such damage or costs will be charged to the Buyer.

3. Deviations in Weight or Quantity

Deliveries may deviate from the agreed weights or quantities by ±3%. If the physical quantity of goods delivered deviates from the quantity stated in the delivery note, any complaints regarding shortfalls must be submitted in writing within eight (8) days of delivery.

4. Product Details

Details in advertising materials, price lists and other product information are only binding insofar as they are expressly referred to in the contract.

5. Shipment and delivery

5.1. Shipment

Shipment shall be at the Buyer's risk and cost, in accordance with the agreed INCOTERMS®.

5.2. Delivery

If a commercial clause is agreed, it shall be interpreted in accordance with the INCOTERMS® in force at the time of contract conclusion.
If no clause is agreed, delivery shall be Free Carrier (FCA) to the location designated by Dokka Fasteners.
If the Buyer arranges transport, goods must be collected within one (1) week of notification of readiness. Failure to do so will result in handling and storage charges to the Buyer.

6. Time of Delivery

The delivery period begins after clarification of all technical and commercial details unless otherwise agreed. Estimated delivery date shall be stated within the order confirmation. If the delay in delivery is due to an act or omission of the Buyer, the delivery period shall be extended by a period reasonable under the circumstances. The delivery period shall also be extended if the reason for the delay occurs after the originally agreed delivery date. Dokka Fasteners right to extend the delivery period shall also apply, subject to the provision in Clause 19, second paragraph, if delivery is delayed due to a circumstance which constitutes a reason for relief under Clause 18.

7. Delay

If Dokka Fasteners fails to deliver on time, the Buyer may set a final reasonable deadline for delivery in writing, explicitly stating the intention to withdraw from the specific order if delivery is not made within that period.

If delivery is not completed within the final deadline, the Buyer may terminate the specific order by written notice.

If the delay is of material significance to the Buyer, or if it is evident that such a delay will occur, the Buyer may withdraw from the specific order immediately by written notice.

8. Termination

If the Buyer withdraws from the specific order in accordance with clause 7, the Buyer shall not be entitled to claim from Dokka Fasteners any compensation for additional costs incurred by the Buyer in obtaining replacement goods elsewhere, or any other additional costs, unless otherwise agreed.

9. Payment

Unless otherwise agreed, payment shall be made within thirty (30) days from the date of invoice, following delivery of the goods.

If the Buyer fails to accept the goods on the agreed date, payment shall still be due as if delivery had occurred in accordance with the contract.

For one-time deliveries valued below EUR 1,000, the Buyer shall make full prepayment upon order confirmation.

Ownership of the goods shall transfer to the Buyer only upon full payment of the total delivery amount.

If the Buyer requests changes to product specifications after shipment, the Buyer shall bear all resulting additional costs.

10. Late Payment

In the event of late payment, Dokka Fasteners shall be entitled to charge interest on arrears at a rate of 8% per annum from the date the payment became due. Dokka Fasteners is also entitled to reimbursement for any collection costs incurred.

11. Termination due to Late Payment

If the Buyer fails to make payment within three (3) months of the due date, Dokka Fasteners may terminate the Agreement by providing written notice to the Buyer. In addition to the rights set out in Clause 10, Dokka Fasteners shall be entitled to compensation for any damages incurred as a result of the late payment.

12. Retention of title

The goods shall remain the property of Dokka Fasteners until full payment has been made, to the extent that such retention of title is permissible under the relevant law.

13. Notification of Defects

The Buyer must notify Dokka Fasteners in writing of any defects in the delivered goods without undue delay upon discovery. Failure to do so may result in the loss of rights under Clause 14.

14. Liability for Defects

The Seller undertakes to provide replacement for goods that are defective due to material or manufacturing defects caused by Dokka Fasteners.

15. Liability Period

Dokka Fasteners shall be liable only for defects that arise within one (1) year from the date of delivery. The Buyer must notify Dokka Fasteners in writing of any defect within two (2) weeks of its discovery. Failure to provide timely notice shall result in the forfeiture of the Buyer's right to a replacement delivery under Clause 13.

16. Non-Replacement and Liability

If Dokka Fasteners fails to deliver a replacement within a reasonable time after receipt of Buyer's notice under Clause 14, Buyer may by written notice to Seller rescind the Contract with respect to the defective Goods. If Buyer withdraws from the contract, Buyer shall not be entitled to compensation from Dokka Fasteners for the reasonable additional costs incurred by the Buyer in obtaining replacement goods elsewhere.

17. Limitation of Liability for Defects

The Seller shall be liable for defects on the goods only in accordance with Sections 13 and 15. This shall not apply to damage caused by the defect, such as loss of production, loss of profit and other consequential economic loss.

18. Warranty

Warranty period shall be twenty-four (24) months from the date of delivery.

19. Certificates

In the event that products are to be certified, this must be noted on the order. Subsequent requests for certification cannot be guaranteed. Dokka Fasteners reserves the right to charge all costs in connection with acquiring and handling the certificate.

20. Liability for damage to property caused by the delivery item

Dokka Fasteners shall not be liable for damage to movable or immovable property caused by the delivered goods, nor for any consequences of such damage occurring while the goods are in the Buyer's possession. Dokka Fasteners shall also not be liable for damage to products manufactured by the Buyer or to products in which the Buyer's goods are incorporated. The Buyer shall indemnify Dokka Fasteners to the extent that Dokka Fasteners is held liable by third parties for damage that is excluded under this Clause. The above limitations shall not apply in cases of gross negligence by Dokka Fasteners. If a third-party claim is made against either party for damage as described in this Clause, the other party shall be notified in writing without delay. Dokka Fasteners and the Buyer shall be mutually obliged to participate in any legal or arbitral proceedings related to such claims. Liability between Dokka Fasteners and the Buyer shall remain governed by this Clause.

21. Disclaimer

Dokka Fasteners cannot be held liable for any operating losses, loss of profits, consequential losses or other indirect losses suffered.

In the event that it transpires that real property, chattel, other constructions or objects (in which the product sold is incorporated) must be disassembled, changed or repaired as a consequence of the product sold needing to be changed or repaired, the costs of this replacement or repair shall be considered indirect losses.

22. Exoneration reasons (Force Majeure).

The following circumstances shall constitute grounds for exoneration if they impede the performance of the contract or make it unreasonably difficult: Labor disputes and all other circumstances beyond the control of the parties, such as fire, natural disasters and extreme natural events, war, mobilization or military conscription on a comparable scale, requisition, seizure, trade and foreign exchange restrictions, riot and civil commotion, lack of means of transport, general shortage of materials, restrictions in the supply of energy, as well as defects or delays in delivery by subcontractors caused by such a reason for exoneration. The circumstances described above shall only constitute a reason for exoneration if their effects on the performance of the contract could not be foreseen at the time of the conclusion of the contract.

23. Notification of Force Majeure.

A party wishing to invoke a ground for exoneration under Clause 18 shall immediately notify the other party in writing of the occurrence and cessation of such circumstance.

24. Dispute Resolution

Any disputes arising out of or in connection with the contract shall be finally settled by arbitration in accordance with the arbitration laws in force in the country of Dokka Fasteners.

25. Applicable Law

All disputes arising out of the contract shall be judged according to the law of Dokka Fasteners country.

These General Terms and Conditions were last revised on July 4th, 2025.