

Terms and Conditions

For brands XXL KÜCHEN ASS and STARKE MÖBEL UND KÜCHEN

Starke Möbel GmbH, Beiersdorfer Straße 18, 02708 Schönbach
HRB 26732 Amtsgericht Dresden

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I. CONCLUSION OF CONTRACT

In the case of goods not in stock, the Buyer shall be bound by the order (contractual offer) for a period of three weeks.

1. Upon expiry of this period, the contract shall be deemed concluded unless the Seller has previously rejected the contractual offer in text form.
2. Notwithstanding Clause 1, the contract shall be concluded prior to the expiry of the three-week period if
 - the contract is signed by both parties, or
 - the Seller confirms acceptance of the order (contractual offer) in text form, or
 - the Seller accepts advance payment on the purchase price.

II. PRICES

1. All prices are fixed prices and include statutory value added tax (VAT).
2. Special services additionally agreed upon and not included in the purchase price shall be invoiced separately and shall be due for payment no later than upon handover or acceptance. This includes, inter alia, cladding work requested by the Buyer.
3. Should price increases by the Seller's upstream suppliers occur as a result of delivery date changes initiated by the Buyer, the Seller shall be entitled to pass such increases on to the Buyer. This shall apply in particular if the originally agreed delivery date is postponed to the following calendar year. In such case, the price of the goods may be increased by up to a maximum of 4%. If the upstream supplier's increase is lower, the Seller shall adjust the price accordingly.

III. RIGHT TO MAKE CHANGES

1. Serially manufactured furniture shall be sold based on samples or illustrations.
2. There shall be no entitlement to delivery of display items unless otherwise expressly agreed at the time of contract conclusion.
3. Quality standards applicable to the ordered goods shall be limited to those reasonably expected or customary for goods within the same price category.
4. Customary and reasonable variations in colour and wood grain in wooden surfaces are reserved.
5. Customary and reasonable variations in leather and textiles (e.g. upholstery and decorative fabrics), particularly minor deviations in colour tone compared to samples, are reserved.
6. Customary and reasonable deviations in dimensions are likewise reserved.

IV. INSTALLATION

1. The installation date shall be agreed between Buyer and Seller at the time of contract conclusion. Changes to the installation date may be made by either party without penalty up to seven days before the scheduled installation date.
2. If the Buyer cancels the installation appointment at such short notice that the Seller is unable to reschedule its installation team, or if installation is impossible for reasons not attributable to the Contractor, the Buyer shall pay compensation equal to the actual damage incurred, but not less than EUR 400.00 per cancelled installation day. Cancellation within six days prior to the agreed installation date shall be deemed short notice. The Buyer may prove that the Seller incurred lesser or no damage.
3. If the Seller has concerns regarding the suitability of walls for mounting items, the Seller shall inform the Buyer prior to installation.
4. The Seller's employees are not authorised to perform work beyond the contractual scope of services. If such work is nevertheless performed at the Buyer's request, this shall not affect the contractual relationship between Seller and Buyer.

V. PAYMENT

1. Upon receipt of the invoice, the Customer shall pay the total price immediately by SEPA, direct debit or by girocard (EC card). In the case of direct debit, the purchase contract number shall constitute the SEPA mandate reference.
2. The Customer shall be in default upon expiry of the payment period.
3. A consumer shall pay interest on the outstanding amount at five percentage points above the base interest rate during default.
4. An entrepreneur shall pay interest at nine percentage points above the base interest rate during default.
5. In the event of default with a payment claim, the entrepreneur shall also owe a lump-sum amount of EUR 40.00. This shall also apply in the event of default with instalment payments.
6. The Seller reserves the right to claim higher default damages from an entrepreneur. The lump sum pursuant to Sentence 5 shall be credited against any claim for damages to the extent the damage consists of legal enforcement costs.

VI. DELIVERY PERIOD

1. If the Seller fails to meet the agreed delivery period, the Buyer shall grant a reasonable grace period commencing from receipt of written notice of default by the Seller or, in the case of a calendar-specified delivery date, from its expiry. If delivery is not made within the grace period, the Buyer may withdraw from the contract.
2. Operational disruptions not attributable to the Seller or its suppliers, in particular strikes, lawful lockouts, or force majeure based on unforeseeable and unavoidable events, shall extend the delivery period accordingly. The Buyer may withdraw only if, after expiry of the agreed delivery period, the Buyer demands delivery in text form and delivery is not made within a reasonable grace period thereafter.
3. Statutory provisions regarding damages in lieu of performance shall remain unaffected.

VII. RETENTION OF TITLE

1. The goods shall remain the property of the Seller until full settlement of all obligations arising from the contractual relationship.
2. The Buyer shall safeguard the Seller's ownership rights even if the goods are intended for third parties and shall expressly notify the recipient of the retention of title.

3. Any change of location or third-party interference, in particular attachments or seizures, shall be notified to the Seller immediately in writing, enclosing the seizure record if applicable. In the event of breach of the obligations set out above, the Seller shall be entitled to withdraw from the contract and demand return of the goods.

VIII. TRANSFER OF RISK

The risk of accidental loss or deterioration, including the obligation to pay the purchase price despite such loss or damage, shall pass to the Buyer upon handover.

IX. DEFAULT OF ACCEPTANCE

1. If the Buyer remains silent after expiry of a reasonable grace period set in text form with notice of withdrawal or damages in lieu of performance, or unjustifiably refuses payment and/or acceptance, the Seller may withdraw from the contract and/or claim damages in lieu of performance.
2. If the Buyer's delay exceeds one month, the Buyer shall bear storage costs. The Seller may commission a forwarding agent for storage. After one month of free storage, the Seller shall be entitled to lump-sum compensation of EUR 150.00 per commenced calendar month.
3. Damages shall amount to 25% of the purchase price unless higher or lower damage is proven. Accrued storage costs shall increase the amount of damages.
4. In the case of a contract for work and materials, similar lump-sum damage rules of 25% shall apply upon effective termination.

X. WITHDRAWAL

1. The Seller shall not be obliged to deliver if the manufacturer has discontinued production or in cases of force majeure occurring after contract conclusion and not foreseeable, provided the Seller is not responsible and has unsuccessfully attempted procurement of equivalent goods. Payments received shall be refunded without undue delay.
2. The Seller may withdraw if the Buyer has provided incorrect information relevant to creditworthiness or suspends payments or insolvency proceedings are initiated.
3. In such cases, lump-sum damages pursuant to Section IX.3 shall apply.

XI. RETURN OF GOODS

In the event of withdrawal and return, the Seller shall be entitled to compensation for expenses, use, and depreciation. Transport and installation costs shall be reimbursed in full.

Depreciation shall be calculated according to fixed percentages depending on time elapsed since delivery, differentiated between furniture and upholstered goods, as specified in the original German version.

The Buyer retains the right to prove that no or lower depreciation has occurred.

These provisions shall not apply in cases of withdrawal following failed supplementary performance or in statutory consumer withdrawal cases pursuant to Sections 355 et seq. German Civil Code (BGB).

XII. WARRANTY

1. The Buyer shall initially be entitled to supplementary performance, choosing between rectification or replacement delivery.
2. The Seller may refuse supplementary performance if disproportionate in cost.
3. The Buyer may withdraw or reduce the purchase price if supplementary performance fails or is refused. Section 440 sentence 2 BGB shall apply accordingly.
4. In case of withdrawal, the defective goods must be returned.
5. Warranty does not cover damage attributable to the Buyer, including natural wear and tear, moisture, excessive heating, intensive sunlight or artificial light exposure, or improper handling.
6. Warranty claims shall lapse in accordance with statutory limitation periods, commencing upon handover.
7. Liability for agreed product characteristics remains unaffected.

XIII. PLACE OF JURISDICTION, PLACE OF PERFORMANCE, DISPUTE RESOLUTION

1. Place of jurisdiction and place of performance shall be governed by statutory provisions.
2. If the Buyer has no general place of jurisdiction in Germany, relocates residence abroad after contract conclusion, or residence is unknown at the time of action, the Seller's registered office shall be place of performance and jurisdiction.
3. The Seller is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

If you require, I can also provide a version aligned specifically for cross-border B2C use within the EU, or a dual-language parallel layout suitable for contractual annexing.