

Address

Shipping address  see address

Order  
 Estimate

Com.:

**Basic Price from 546,- €**

Price valid from January 1st 2024

Purchaser: \_\_\_\_\_



Telephone: \_\_\_\_\_

(until revoked)

capacity up to 135 kg

user weight: \_\_\_\_\_ kg

# MATRIX SIMPLIFY seat cushion

light weight seat cushion, ergonomic formed with breathable fabric

special constructions are possible on demand

Technical changes and print mistakes are reserved.

VD2601E-25

Item-No..	measure	Item-No.	measure	Item-No.	measure	price
SW x SD measure in cm		SW x SD measure in cm		SW x SD measure in cm		
<input type="checkbox"/> S5523030	30 x 30	<input type="checkbox"/> S5523838	38 x 38	<input type="checkbox"/> S5524440	44 x 40	<b>565,- €</b>
<input type="checkbox"/> S5523032	30 x 32	<input type="checkbox"/> S5523840	38 x 40	<input type="checkbox"/> S5524442	44 x 42	
<input type="checkbox"/> S5523034	30 x 34	<input type="checkbox"/> S5523842	38 x 42	<input type="checkbox"/> S5524444	44 x 44	
<input type="checkbox"/> S5523036	30 x 36	<input type="checkbox"/> S5523844	38 x 44	<input type="checkbox"/> S5524446	44 x 46	
<input type="checkbox"/> S5523230	32 x 30	<input type="checkbox"/> S5523846	38 x 46	<input type="checkbox"/> S5524448	44 x 48	
<input type="checkbox"/> S5523232	32 x 32	<input type="checkbox"/> S5524036	40 x 36	<input type="checkbox"/> S5524450	44 x 50	
<input type="checkbox"/> S5523232	32 x 32	<input type="checkbox"/> S5524038	40 x 38	<input type="checkbox"/> S5524640	46 x 40	
<input type="checkbox"/> S5523234	32 x 34	<input type="checkbox"/> S5524038	40 x 38	<input type="checkbox"/> S5524642	46 x 42	
<input type="checkbox"/> S5523236	32 x 36	<input type="checkbox"/> S5524040	40 x 40	<input type="checkbox"/> S5524644	46 x 44	
<input type="checkbox"/> S5523430	34 x 30	<input type="checkbox"/> S5524042	40 x 42	<input type="checkbox"/> S5524646	46 x 46	
<input type="checkbox"/> S5523432	34 x 32	<input type="checkbox"/> S5524044	40 x 44	<input type="checkbox"/> S5524648	46 x 48	
<input type="checkbox"/> S5523432	34 x 32	<input type="checkbox"/> S5524046	40 x 46	<input type="checkbox"/> S5524650	46 x 50	
<input type="checkbox"/> S5523434	34 x 34	<input type="checkbox"/> S5524048	40 x 48	<input type="checkbox"/> S557 SW SD additional cover SW ..... x SD .....	<b>172,- €</b>	
<input type="checkbox"/> S5523436	34 x 36	<input type="checkbox"/> S5524050	40 x 50			
<input type="checkbox"/> S5523438	34 x 38	<input type="checkbox"/> S5524238	42 x 38	<input type="checkbox"/> S5524842	48 x 42	
<input type="checkbox"/> S5523630	36 x 30	<input type="checkbox"/> S5524240	42 x 40	<input type="checkbox"/> S5524844	48 x 44	
<input type="checkbox"/> S5523634	36 x 34	<input type="checkbox"/> S5524242	42 x 42	<input type="checkbox"/> S5524846	48 x 46	
<input type="checkbox"/> S5523636	36 x 36	<input type="checkbox"/> S5524244	42 x 44	<input type="checkbox"/> S5524850	48 x 50	
<input type="checkbox"/> S5523638	36 x 38	<input type="checkbox"/> S5524246	42 x 46	<input type="checkbox"/> S5525040	50 x 40	
<input type="checkbox"/> S5523640	36 x 40	<input type="checkbox"/> S5524248	42 x 48	<input type="checkbox"/> S5525042	50 x 42	
<input type="checkbox"/> S5523642	36 x 42	<input type="checkbox"/> S5524250	42 x 50	<input type="checkbox"/> S5525044	50 x 44	
				<input type="checkbox"/> S5525046	50 x 46	
				<input type="checkbox"/> S5525050	50 x 50	
				<input type="checkbox"/> S557 SW SD additional cover SW ..... x SD .....	<b>179,- €</b>	

**546,- €**

S557 SW SD additional cover SW ..... x SD ..... **162,- €**

Cover:  black, breathable (fabric AG490)

## General Terms and Conditions of Business (GTC)

### Validity

All sales are subject to our delivery and payment conditions, without any exception. Orders and other agreements will not be valid unless confirmed by us in writing. We expressly object to the customer's purchase conditions.

### Quotations and contract conclusion

Quotations are always subject to change, unless they are expressly limited in terms of time. Orders require a written confirmation. After confirmation, prices quoted in orders are fixed but we reserve the right to make adequate price adjustments in the event of price increases for which we are not responsible (e.g. tax increases, wage increases, price changes on the part of our suppliers). Cost estimates for customized products and repairs are always non-binding. We reserve the right to make technical modifications. The contract will not be concluded before the order is confirmed.

### Shipment

To the extent the customer has not made any specification, shipment will be made in usual packaging using an adequate method. Insurance will only be taken out upon request and at the expense of the customer.

Delivery will be made carriage forward. We are free to select a method of shipment. If the customer has special requests, e.g. express delivery, express freight, etc., the additional cost will also be borne by the recipient. The goods will always be shipped at the buyer's risk. In case of damage during transport, the recipient must apply for an ascertainment of the facts with the respective forwarding agent.

### Prices

All prices quoted by BEROLLKA will be quoted ex works, excluding any applicable statutory value added tax, public charges and levies such as potential customs tariffs, and insurance and packaging costs that will be charged separately.

### Minimum quantity surcharge

If a small order is placed with a net value below 20 euros, an additional lump-sum minimum quantity surcharge of 15.00 euros will additionally be charged to cover administrative costs.

### Delivery periods

The delivery dates and periods stated are subject to change. Any delay in delivery will not entitle the customer to withdraw from the contract. The assertion of damage claims is ruled out. BEROLLKA can make partial deliveries for justified reasons.

### Wrong orders / return of merchandise

Any goods erroneously ordered will only be taken back provided we are responsible for such an error and the merchandise is in impeccable condition. In the event that an item erroneously ordered or merchandise that was returned is taken back in an individual case as a gesture of goodwill, attention must be paid to the following:

1. It is necessary to state the article number, the designation of the article, the date and number of the delivery note and the invoice number.
2. The return shipment must be carriage paid.
3. The merchandise must correspond to the article number(s) listed in the delivery note. In no event will any individual parts removed from an article be taken back.
4. The returned merchandise must be in impeccable condition.
5. Processing fees amounting to 10% of the net merchandise value not, however, less than €35.- will be charged for any instance where goods are taken back.

Deliveries effected more than 3 months earlier as well as sewing pieces and customized products cannot be exchanged. A copy of the delivery note or of the invoice will serve as proof in this regard.

### Warranty and notices of defects

Excluding any further claims, the seller is liable for defects of the merchandise in that the seller will mend or replace all those parts free of charge that have become defective or unusable within 6 months due to provable defects of material or workmanship, and of which the seller has been notified in writing immediately after knowledge was gained of the defect. Should longer periods of time be required for statutory reasons, the warranty period is agreed to be 12 months.

The customer must grant the seller the required time and opportunity for effecting delivery of the replacement parts. Replaced parts will become the property of the seller. The buyer must check the merchandise without undue delay after it has been delivered by the seller and, if a defect is found, notify the seller of the defect without undue delay. Should the buyer fail to notify the seller, the merchandise will be deemed accepted unless a defect occurs that could not have been found when the merchandise was checked.

In any event in which a complaint is brought to the notice of BEROLLKA, BEROLLKA invariably has the right to inspect and check the item delivered that is the subject matter of said complaint, for which the customer will grant BEROLLKA the required time and opportunity. BEROLLKA can also demand that the customer sends the item delivered that is the subject matter of a complaint back to BEROLLKA at the expense of BEROLLKA. Should a notice of defects given by the customer turn out to be wilfully or gross negligently unfounded, the customer will be obliged to compensate BEROLLKA for any and all expenses incurred in this connection. BEROLLKA will be entitled to remedy warranty defects at its own discretion either by rectification of the defect or by replacement of the defective part or of the entire item delivered at no cost for the customer. Should the customer itself repair an item that gave rise to a complaint, or should the customer endeavour to rectify the defects itself without prior written approval of the seller, the seller will not grant any claims for reimbursement of expenses (such as transport, road, labour or material costs) or warranty claims.

The following are excluded from the liability for damages:

damage arising from natural wear and tear, damage due to negligent and/or improper treatment, or violent damage. A revocation of the purchase contract, a reduction of the purchase price or damage claims of any kind are ruled out. The warranty obligation will cease if repairs and/or modifications or replacements of individual parts are performed by other parties than the seller or the delivering company.

### Reservation of title

With regard to resellers: The merchandise delivered will remain our property until any and all invoices – also for different deliveries – have been fully paid. Our merchandise that is hence still our property may only be resold within the ordinary course of business. Amounts receivable from any resale are assigned to us. We must be notified without undue delay and on the reseller's own initiative of any disposal of said merchandise outside of the ordinary course of business, e.g. through pledging our property or amounts receivable assigned to us.

### Terms of payment

Any invoices are payable within 30 days from the date of the invoice strictly net cash. A 2% discount will be granted for payments received within 8 days provided any and all payment claims under earlier deliveries have been settled. We are entitled to charge default interest if the 30-day payment deadline is exceeded. The interest rate will be the customary market rate charged by major banks. We expressly reserve the right to effect delivery with cash on delivery.

### Data Protection

BEROLLKA and the customer are responsible themselves for compliance with the respective data protection rules applicable to them. The customer must not provide BEROLLKA with personal data that is illegal or that the customer is not legally authorised to distribute.

### The place of performance and the place of jurisdiction will be the place where the invoice is issued.

Heidelberg, Germany, will be the exclusive place of jurisdiction for any and all disputes arising under the contractual relationship. However, BEROLLKA is entitled to sue the customer at any other legal venue. These General Terms and Conditions of Business are governed by the laws of the Federal Republic of Germany, excluding of the United Nations Convention on Contracts for the International Sale of Goods of Goods (CISG).

Technical modifications and printing errors excepted. A current list of prices can be ordered at any time.