

General Terms and Conditions of Sale

1. Scope of Application

1.1 These General Terms and Conditions shall apply exclusively. Deviating or conflicting terms and conditions of the Purchaser shall only apply if the Supplier has expressly agreed to their validity in writing.

1.2 These General Terms and Conditions shall also apply to all future business transactions with the Purchaser without the need for renewed reference.

1.3 Any ancillary agreements, assurances, amendments or supplements to a contract concluded in writing or by electronic means shall require written form.

1.4 Should individual provisions of these General Terms and Conditions be wholly or partially invalid or become invalid, the validity of the remaining provisions shall remain unaffected.

2. Offer and Order Confirmation

2.1 Offers are only binding if they contain an acceptance period. Orders shall only become legally binding upon written confirmation by the Supplier.

2.2 Illustrations, drawings, design data, calculations and other offer documents remain the property of the Supplier. They may only be made accessible to third parties with the Supplier's written consent. The Supplier is not obliged to surrender construction- or development-related data.

3. Scope of Deliveries and Services

3.1 The scope of deliveries and services shall be determined by the mutual written declarations. In the absence of such declarations, the Supplier's written order confirmation shall be decisive.

3.2 Information contained in brochures, catalogues or general technical documentation shall only be binding if expressly referred to in writing.

3.3 Costs for agreed installation and assembly, including travel expenses, shall be remunerated separately by the Purchaser unless otherwise agreed.

3.4 If software is part of the scope of delivery, the Purchaser shall be granted a non-exclusive right of use. The software may only be reproduced or modified to the extent permitted by law. Transfer to third parties is prohibited.

4. Prices and Terms of Payment

4.1 Unless otherwise stated, all prices are quoted in euros, net ex works, excluding packaging.

4.2 Value added tax is not included in the prices and shall be shown separately on the invoice at the statutory rate applicable on the invoice date.

4.3 Cash discounts require a separate written agreement.

4.4 Unless otherwise stated in the order confirmation, the purchase price shall be payable within 14 days from the invoice date. For more extensive projects, the payment schedules stated in the order confirmation shall apply.

4.5 If the Purchaser fails to meet the payment deadline, default interest of 8 percentage points above the base interest rate pursuant to Section 247 of the German Civil Code (BGB) shall be payable without reminder. The assertion of further damages remains reserved.

4.6 The Purchaser may only offset claims that are undisputed or legally established.

4.7 Payments may only be withheld due to alleged defects if the notice of defects has been justified and acknowledged by the Supplier. In such cases, the maximum permissible retention shall amount to 5% of the net order value.

5. Delivery and Performance Deadlines

5.1 Delivery deadlines shall be governed by the mutual written declarations. Compliance with deadlines presupposes the timely receipt of all documents, approvals and releases to be provided by the Purchaser, as well as compliance with the agreed payment terms.

5.2 The deadline shall be deemed met if the operationally ready shipment has been dispatched or collected within the agreed period.

5.3 If the Supplier is responsible for failure to meet the deadline, the Purchaser may claim liquidated damages after the fourth calendar week of delay amounting to a maximum of 0.5% per full week of delay, but not exceeding a total of 5% of the delivery value. Any further claims are excluded.

5.4 The Purchaser's right to withdraw from the contract after unsuccessful expiry of a reasonable grace period shall remain unaffected. The grace period must be at least four weeks.

6. Transfer of Risk and Benefit; Insurance; Packaging

6.1 Risk and benefit shall pass to the Purchaser at the latest upon dispatch of the delivery ex works. In the case of delivery with installation or assembly, the time of handover – or, if agreed, commissioning – shall be decisive.

6.2 If dispatch is delayed for reasons for which the Supplier is not responsible, risk shall pass to the Purchaser at the originally scheduled dispatch date.

6.3 At the Purchaser's request and expense, the shipment shall be insured against transport, breakage and fire damage.

6.4 Delivery shall generally be made in the Supplier's standard packaging. Special packaging required shall be charged separately.

7. Installation and Commissioning

7.1 If an installation cannot be carried out immediately after delivery, the Purchaser shall be responsible for proper storage.

7.2 Installation and assembly may only be carried out by qualified personnel in accordance with the Supplier's instructions.

7.3 Commissioning may only be performed by technicians authorized by the Supplier. If the operating conditions to be provided by the Purchaser are not fulfilled, the Supplier shall be entitled to refuse commissioning.

7.4 A commissioning and installation report shall be prepared and signed by the Purchaser.

8. Warranty

8.1 Defective deliveries shall be remedied or replaced at the Supplier's discretion.

8.2 The Purchaser shall notify defects in writing without delay. Later complaints shall not be considered.

8.3 Warranty claims shall not apply in the case of insignificant deviations from the agreed condition.

8.4 The Supplier shall not bear additional costs arising from relocation of the delivery item to another location.

9. Warranty Period

9.1 The warranty period for deliveries and services shall be 12 months from the transfer of risk and benefit.

9.2 Warranty claims require proper inspection of the goods and immediate written notification of defects in accordance with Section 377 of the German Commercial Code (HGB).

9.3 The warranty shall exclusively cover the contractual condition of the delivered parts and assemblies at the time of transfer of risk.

9.4 A warranty for suitability for a particular purpose shall only exist if expressly agreed in writing.

10. Defects in Title

If the use of the delivered goods infringes third-party industrial property rights, the Supplier shall, at its discretion, procure a right of use or withdraw from the contract.

11. Guarantee and Product Description

11.1 Guarantees shall only be valid if expressly declared in writing.

11.2 Advertising statements shall not constitute a guarantee.

12. Liability and Damages

12.1 Claims for damages are excluded to the extent permitted by law.

12.2 This exclusion shall not apply in cases of intent, gross negligence, injury to life, body or health, or breach of essential contractual obligations.

12.3 Liability shall be limited to foreseeable damage typical for the contract.

12.4 Liability under the German Product Liability Act remains unaffected.

12.5 Claims for damages shall become time-barred within the period stated in Section 9.1.

13. Retention of Title

13.1 Delivered goods shall remain the property of the Supplier until full settlement of all claims arising from the business relationship with the Purchaser.

13.2 The Purchaser is entitled to process or resell the reserved goods in the ordinary course of business. Pledging or transfer by way of security is not permitted.

13.3 Claims arising from resale are hereby assigned by the Purchaser to the Supplier by way of security in the amount of the invoice value of the reserved goods. The Supplier accepts this assignment.

13.4 The Purchaser remains authorized to collect the assigned claims as long as payment obligations are duly fulfilled. In the event of default, suspension of payments or insolvency proceedings, the Supplier shall be entitled to revoke this authorization.

13.5 The Purchaser shall be obliged to insure and maintain the reserved goods at its own expense.

13.6 If the realizable value of the securities exceeds the secured claims by more than 20%, the Supplier shall release securities at its discretion upon request.

13.7 In the event of payment default, the Supplier shall be entitled, after expiry of a reasonable grace period, to withdraw from the contract and reclaim the goods.

14. Data Protection

Personal data shall be processed exclusively in accordance with statutory regulations.

15. Place of Jurisdiction and Applicable Law

15.1 Place of jurisdiction shall be the registered office of the Supplier. The Supplier shall, however, also be entitled to bring legal action at the Purchaser's place of business.

15.2 German substantive law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.