

## **TERMS & CONDITIONS**

### **1. Scope**

Applies exclusively to business customers.  
Conflicting terms are rejected.

### **2. Contract Formation**

Offers are non-binding.  
Contracts only valid upon written confirmation.

### **3. Prices and Payment**

All prices net, excluding all duties and charges.

#### **Payment terms:**

- First order: **100% advance payment**
- Otherwise: due immediately

#### **In case of default:**

- immediate suspension of delivery
- all claims become due
- interest and costs apply
- right to withdraw

#### 4. Delivery / Export / Customs

Delivery strictly **EXW (Incoterms® 2020)**.

👉 Customer bears full responsibility for:

- transport
- insurance
- customs clearance
- duties and compliance

👉 We are **not liable for any customs or regulatory issues**.

#### 5. Transfer of Risk

Risk transfers upon handover to carrier.

#### 6. Retention of Title (extended)

Goods remain our property until full payment of all claims.

👉 Includes processed goods.

👉 Customer assigns all resale claims.

👉 In case of default:

- reclaim goods
- access to stored products
- immediate repossession



## 7. Warranty

Warranty: **12 months**

👉 Defects must be reported within **3 days in writing**

👉 Remedy at our discretion:

- repair
- replacement

👉 No further claims.

## 8. Liability

Limited to intent and gross negligence.

👉 Excluded:

- loss of profit
- project delays
- indirect damages
- operational losses

👉 Liability capped at contract value.

## 9. Use / Integration

Customer responsible for:

- system integration
- compliance
- operation

## 10. IP Protection

All designs and know-how remain our property.

👉 Strictly prohibited:

- reverse engineering
- copying
- disclosure

## 11. Force Majeure

No liability for:

- government actions
- export restrictions
- political risks
- supply chain disruptions

## 12. Set-off

Only allowed with legally confirmed claims.

## 13. Jurisdiction

German law applies (excluding CISG).  
Jurisdiction: our registered office.