

## **§ 1 General**

(1) Our terms and conditions of sale and delivery only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (§ 14 BGB).

(2) Our conditions apply exclusively. We do not recognize deviating terms and conditions of the client unless we have expressly agreed to their validity in writing. This also applies if we carry out the order without reservation in the knowledge of the customer's deviating conditions.

(3) Our terms and conditions of sale and delivery also apply to all future transactions with the customer, even if no express reference is made to them. The version valid at the time of conclusion of the contract is decisive.

## **§ 2 Conclusion of contract, order and order confirmation**

(1) Our offers are non-binding and subject to availability. The contract is only concluded with our written order confirmation.

(2) The mutual written declarations are decisive for the scope of the deliveries and services. If a contract has been concluded without such mutual declarations being available, then either the written order confirmation from Promicron GmbH or - if there is no such confirmation - the written order from the customer is decisive.

(3) We reserve our property rights, copyrights and other intellectual property rights to all illustrations, calculations, drawings and other documents, models, samples and specifications. The buyer may only pass these on to third parties with our written consent, regardless of whether we have marked them as confidential.

(4) We reserve the right to make design changes and other changes to technical data and performance characteristics that serve technical progress.

## **§ 3 Prices and terms of payment**

(1) Our prices include standard packaging, exclusive of statutory VAT. This is shown in the invoice at the statutory rate on the day of invoicing.

(2) The deduction of cash discount requires a special written agreement.

(3) In the case of deliveries against invoice, payment must be made within 14 days of receipt of the invoice, unless the order confirmation specifies a different payment term.

(4) If the customer is in default of payment, we are entitled to default interest at the statutory rate. We reserve the right to assert further damages.

## **§4 Delivery, place of delivery, delivery time**

(1) The terms of delivery are based on the Incoterms® 2020. Unless otherwise agreed between Promicron GmbH and the customer, the place of delivery for the clauses of the Incoterms® 2020 EXW (Ex Works) is the Promicron plant with the address:

**Promicron GmbH  
Bachmuehlweg 24  
74366 Kirchheim**

(2) Delivery dates and delivery periods are confirmed by us separately or agreed in writing with the customer and are only binding in these cases.

(3) The start of the delivery time specified by us presupposes that all technical questions have been clarified.

(4) We are entitled to make partial deliveries and partial services at any time, provided this is reasonable for the customer.

(5) Promicron GmbH is not liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds, strikes, export and import bans, non-issuance of permits, transport delays ) have been caused for which Promicron GmbH is not responsible. If such events make the delivery or service significantly more difficult or impossible and the hindrance is not only of a temporary nature, Promicron GmbH is entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the delivery or service periods are extended appropriately.

## **§5 Cancellation of the order**

(1) In the event of an order cancellation by the buyer, Promicron GmbH is entitled to charge 50% of the order amount in order to partially cover the costs incurred and the loss of profit.

(2) This flat-rate arrangement means that there is no need for detailed proof of costs and lost profits.

## §6 Retention of title

(1) We reserve ownership of the delivered item until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to reclaim the purchased item if the customer behaves in breach of contract.

(2) The customer is obliged to treat the purchased item with care as long as ownership has not yet passed to him. In particular, he is obliged to insure them at his own expense against theft, fire and water damage at replacement value (note: only permitted for the sale of high-quality goods). If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet passed, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.

## §7 Warranty, Liability

(1) In the contractual relationship with registered traders and between companies, we guarantee that our products are free of defects for a period of one year after reaching the destination, unless otherwise noted in the order confirmation.

(2) Claims for damages by the client are excluded in the case of slight negligence. In particular, we are not liable for loss of profit caused by slight negligence and other financial losses of the customer.

(3) The exclusion of liability according to paragraph 1 does not apply to claims from a guarantee, in the case of injury to life, limb or health, for claims according to §§1, 4 Product Liability Act and for the slightly negligent violation of essential contractual obligations. In the event of a slightly negligent breach of essential contractual obligations, however, liability is limited to compensation for the typical damage that was foreseeable at the time the contract was concluded. The same applies to grossly negligent actions by simple vicarious agents.

(4) Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, employees, employees, representatives and vicarious agents.

## §8 Miscellaneous

(1) This contract and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

(2) Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.

(3) All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

### **A notice:**

The customer acknowledges that Promicron GmbH stores data from the contractual relationship for the purpose of data processing.

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