

General Terms and Conditions of Sale

Thank you for your order, which we accept subject exclusively to these terms of delivery and payment.

1 Scope of application

1. These Terms and Conditions of Sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We shall only recognize terms and conditions of the ordering party that conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in writing.
2. These Terms and Conditions of Sale shall also apply to all future transactions with the ordering party, insofar as these are legal transactions of a related nature.
3. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

2 Offer and conclusion of contract

If an order is to be regarded as an offer in accordance with Section 145 BGB, we can accept it within two weeks.

3 Documents provided

We reserve the property rights and copyrights to all documents provided to the ordering party in connection with the order placement - also in electronic form - such as calculations, drawings etc.. These documents may not be made accessible to third parties unless we give the ordering party our express written consent. If we do not accept the customer's offer within the period specified in Section 2, these documents must be returned to us immediately.

4 Prices and payment

1. Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus VAT at the applicable rate. Packaging costs shall be invoiced separately.
2. Payment of the purchase price must be made exclusively to the account specified by OVGU GmbH. The deduction of a discount is only permitted with a special written agreement.



3. Unless otherwise agreed, the purchase price must be paid within 21 days of delivery or invoicing, whichever occurs first. Interest on arrears shall be charged at a rate of 8% above the respective base interest rate per annum. We reserve the right to claim higher damages caused by default.
4. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labor, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.

5 Rights of retention

The ordering party is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

6 Delivery time

1. The commencement of the delivery period stated by us is subject to the timely and proper fulfillment of the obligations of the ordering party. The defense of non-performance of the contract remains reserved.
2. If the ordering party is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the ordering party at the point in time at which the latter is in default of acceptance or debtor's delay.
3. In the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the scope of a lump-sum compensation for delay amounting to 1% of the delivery value, but not more than 5% of the delivery value.
4. Further statutory claims and rights of the ordering party due to a delay in delivery remain unaffected.

7 Transfer of risk on shipment

If the goods are dispatched to the ordering party at the latter's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the ordering party upon dispatch to the ordering party, at the latest when the goods leave the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.



8 Retention of title

1. We reserve title to the delivered goods until all claims arising from the delivery contract have been paid in full. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We are entitled to reclaim the purchased item if the ordering party acts in breach of contract.
2. The ordering party is obliged to treat the purchased item with care as long as ownership has not yet been transferred to him. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the ordering party must carry this out in good time at its own expense. As long as ownership has not yet been transferred, the ordering party must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the ordering party shall be liable for the loss incurred by us.
3. The ordering party is entitled to resell the reserved goods in the normal course of business. The purchaser hereby assigns to us the claims against the customer arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including VAT). This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The ordering party shall remain authorized to collect the claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected. However, we shall not collect the claim as long as the ordering party meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.
4. The treatment and processing or transformation of the purchased item by the ordering party is always carried out in our name and on our behalf. In this case, the expectant right of the ordering party to the purchased item shall continue in the transformed item. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the ordering party's item is to be regarded as the main item, it is agreed that the ordering party shall transfer proportional co-ownership to us and keep the resulting sole ownership or co-ownership for us. To secure our claims against the ordering party, the ordering party shall also assign to us such claims which accrue to it against a third party through the combination of the reserved goods with a property; we hereby accept this assignment.
5. We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 20%.



9 Warranty and notification of defects as well as recourse/manufacturer recourse

1. Warranty rights of the purchaser presuppose that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).
2. Claims for defects shall become time-barred 12 months after delivery of the goods supplied by us to our customer. The statutory limitation period shall apply to claims for damages in cases of intent and gross negligence as well as in cases of injury to life, body and health which are based on an intentional or negligent breach of duty by the user. (Note: in the case of the sale of used goods, the warranty period can be completely excluded with the exception of the claims for damages mentioned in sentence 2).
3. Insofar as the law pursuant to Section 438 (1) No. 2 BGB (buildings and items for buildings), Section 445 b BGB (right of recourse) and Section 634a (1) BGB (construction defects) prescribes longer periods, these periods shall apply. Our consent must be obtained prior to any return of the goods.
4. If, despite all due care, the delivered goods have a defect that already existed at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We must always be given the opportunity for subsequent performance within a reasonable period of time. Recourse claims shall remain unaffected by the above provision without restriction.
5. If the supplementary performance fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.
6. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not provided for in the contract. If improper repair work or modifications are carried out by the customer or third parties, no claims for defects shall exist for these and the resulting consequences.
7. Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, including any dismantling and installation costs, are excluded if the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to their intended use.
8. Recourse claims of the purchaser against us shall only exist to the extent that the purchaser has not made any agreements with his customer that go beyond the statutory mandatory claims for defects. Paragraph 6 shall also apply accordingly to the scope of the customer's right of recourse against the supplier.



10 Other

1. This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is Magdeburg, unless otherwise stated in the order confirmation and all parties are companies entered in the commercial register.
3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

Date as of 2023-04-01