



General Terms and Conditions for Supplies and Services by zell-kontakt GmbH (Terms of Delivery)

1.
Sole application of our terms and conditions: We only accept our customers' contract terms if expressly agreed in writing. If this does not meet with our customer's approval, this must be stated expressly. We can withdraw our offer at any time in such an event.
2.
Conclusion of contract and requirement to be in writing: A contract is only concluded and any amendments (additions only) become effective, if they are made in writing on both sides.
3.
Price and payment: In the event the payment deadlines are exceeded, we charge 10% default interest, but reserve the right to establish and then make a claim for any loss exceeding this.
4.
Retention of title: We retain title to our goods and deliveries until all the payments from the sales contract or any other claims arising out of our business relationship have been received. We shall exempt items from retention of title at the buyer's request, if the effective securities which have been assigned to us are more than 20% higher than our claim. The items are to be valued at their market value less warehousing losses and taking into account any reduction in saleability.
5.
Warranty for defects: We are liable for any defects under our statutory warranty. We have the right however to rectify any defective items and are allowed to attempt to rectify these defects at least twice. Only then can the customer rescind the contract according to the statutory regulations.
6.
Liability: We are liable in accordance with the statutory provisions for defects caused intentionally or by the gross negligence of legal representatives or executives, and in the event of the culpable infringement of material contractual obligations by these or ordinary staff, we shall be liable according to the German legal provisions. We are not liable for the infringement of immaterial contractual obligations by ordinary staff. In these cases, the period of limitation for all claims is restricted to two years as of the date of infringement of immaterial contractual obligations, and we shall be not liable for damages that are not typical for the contract and are therefore hardly foreseeable. In the case of claims made according to the product liability law, this law shall apply in unlimited form.
7.
Cooperation obligation in the case of advice, instructions for use and processing: We ask you for specific instructions if your own behaviour is guided by advice and technical applications instructions, the effects of which are not immediately obvious for us. May we draw your attention specifically to the fact that in individual cases we take over consultancy contracts for pay, for which the details must be individually agreed upon. Without any payment our advice is non-binding in character.
8.
Choice of law: Our legal relations are governed solely by the law of the Federal Republic of Germany. Reference to foreign legal systems are invalid. The application of the Vienna Convention on the International Sale of Goods (CISG) is excluded.
9.
Place of performance and place of jurisdiction: The place of performance is the respective place of dispatch for delivery and Göttingen for payment. The place of jurisdiction for both parts is solely Göttingen. We are moreover entitled to assert our own claims at your place of jurisdiction at our option.