Stand 08.08.2025

General Terms and Conditions of Sales
GDG Gerätebau GmbH

For use in business transactions with companies, legal entities under public law, and special public law funds

1. Scope

a) Our General Terms and Conditions of Sale apply exclusively. Any terms and conditions of the purchaser that conflict with or deviate from our terms shall only apply if we have expressly agreed to them in writing.
b) Our Terms and Conditions of Sale also apply to all future transactions with the purchaser, provided they are of a similar legal nature.
c) The content of the contract is based on the written agreements made. No additional agreements have been made. Amendments or additions to the contract are only effective if confirmed by us in writing.

2. Offers, Offer Documents, Orders, Conclusion of Contract

a) Our offers are non-binding and valid for 30 days unless otherwise specified by us. A contract is only concluded upon our written order confirmation or through actual delivery or performance. Changes or additions require written form.
b) We reserve ownership and copyright over all documents provided to the purchaser in connection with the order, such as calculations, drawings, samples, and documentation. These documents may not be used for any purpose other than the contractual one and may not be made available to third parties without our express consent. They must be returned to us free of charge without delay if the contract is terminated or if the contractual purpose has been fulfilled.
c) The information and illustrations in brochures and catalogues represent industry-standard approximations unless explicitly designated by us as binding.

3. Prices and Payment Terms

a) Unless otherwise agreed in writing, our prices apply ex-works, excluding VAT at the applicable rate, as well as packaging, transport, and security costs, which are charged separately.
b) Payment of the purchase price must be made exclusively to our account. Any deduction of cash discounts is only permitted with a specific written agreement.
c) Unless otherwise agreed, the purchase price is payable within 14 days of invoicing. Default interest is charged at 9 % above the respective base interest rate per annum. We reserve the right to claim further damages for default.

d) The provision of a bill of exchange or check by the buyer is only considered final payment once it has been fully honoured. We are entitled to request security for the delivery undertaken. If the buyer does not make the payment as agreed, we may refuse further deliveries under all ongoing contracts unless the buyer makes an advance payment.
e) We reserve the right to make reasonable price adjustments due to rising material or labor costs for deliveries made more than three months after the conclusion of the contract, provided the increase is demonstrably based on market changes.

4. Condition of Goods

a) Statements about product characteristics in our public communications, such as catalogues, brochures, circulars, etc., are only considered part of the agreed condition of the goods if they have been explicitly included in the contract. Public statements by a third-party manufacturer or its agents are only considered part of the condition of the goods if they have been agreed upon in the contract or if we have explicitly and in writing adopted them as our own in public statements.
b) We reserve the right to make standard industry technical modifications, particularly improvements, before delivery, provided these result in only minor changes to the condition of the goods and do not unreasonably impair the purchaser.
c) Statements regarding the condition or durability of the goods or services do not constitute a guarantee within the meaning of Section 276 (1) of the German Civil Code (BGB) or a condition or durability guarantee within the meaning of Section 443 BGB unless we have explicitly assumed such a guarantee in writing.

5. Delivery and Transfer of Risk

a) Agreed deadlines and dates must be adhered to. The delivery period begins as soon as a binding order and complete technical documentation, including samples, are available and the contractually agreed down payment has been received. The delivery period refers to the provision or completion of the goods at our facility. It is extended appropriately in the event of unforeseen, extraordinary events, including those affecting our suppliers, if they significantly impact the completion or delivery of the goods. For ex-works sales, delivery deadlines and dates are deemed met upon notification of shipping readiness, even if the goods cannot be dispatched on time due to no fault of our own or our suppliers.
b) Any type of technical support, maintenance, or consulting services not explicitly listed in the offer is not included in the scope of delivery. Such services may, however, be subject to a separate agreement.
c) The products are packaged according to industry standards. Packaging is charged separately. Unless otherwise agreed, shipping is ex-works, without obligation for the most cost-effective shipping method. Otherwise, the goods will be made available, considering the usual time for loading and dispatch. Goods reported as ready for dispatch must be collected immediately. If not, they will be stored at the purchaser's expense and may be dispatched by us at our discretion after setting a deadline.
d) If the purchaser is in default of acceptance or culpably violates other cooperation obligations, we are entitled to claim damages, including additional expenses incurred. Further claims remain reserved.

e) If these conditions are met, the risk of accidental loss or deterioration of the purchased goods passes to the purchaser at the moment they enter default of acceptance or debtor default.
f) Our deliveries are made ex-works. The risk of accidental loss transfers to the purchaser upon handover to the shipping carrier. Transport insurance is only taken out upon the express request and at the expense of the purchaser.
g) In the event of our first delivery delay, a reasonable grace period must be set. If this period expires without success, the purchaser is entitled to withdraw from the contract concerning the unfulfilled part, provided we are responsible for the delay. Compensation for delay damages is limited to foreseeable damages.
h) If we become unable to perform after concluding the contract, the purchaser has no right to claim damages, provided we have notified them of the impossibility of performance.

6. Retention of Title

a) We retain ownership of the delivered goods until full payment of all claims arising from the delivery contract. This also applies to future deliveries, even if we do not explicitly refer to this retention of title. In the event of contract violations by the purchaser, particularly in cases of payment default, we are entitled to reclaim the goods.
b) In the event of the purchaser's impending or actual insolvency, we are entitled to demand the return of goods under retention of title without prior withdrawal from the contract.
c) As long as ownership has not transferred to the purchaser, they are obliged to handle the goods with care. The purchaser must notify us immediately in writing if the goods are seized or otherwise affected by third parties. If the third party is unable to reimburse us for the legal and extrajudicial costs of a lawsuit under Section 771 of the German Code of Civil Procedure (ZPO), the purchaser is liable for the resulting loss.
d) The purchaser is entitled to resell the goods subject to retention of title in the ordinary course of business. The purchaser hereby assigns to us all claims arising from the resale of the goods up to the final invoice amount (including VAT). This applies regardless of whether the goods are sold as-is or after processing. The purchaser remains authorized to collect the receivables even after assignment. However, our right to collect the claims ourselves remains unaffected, provided the purchaser fails to meet their payment obligations from the collected proceeds, falls into payment default, or files for insolvency.
e) Processing or transformation of the purchased goods by the purchaser is always carried out on our behalf. The purchaser's expectant rights to the goods continue in the transformed goods. If the goods are processed with other items not belonging to us, we acquire co-ownership of the new goods in proportion to the value of our goods to the other processed items at the time of processing. The same applies to mixing. If the mixing occurs in such a way that the purchaser's goods are considered the main goods, the purchaser shall transfer proportional co-ownership to us and store the goods on our behalf. The retention of title also extends to new goods created by processing, combining, or mixing.
f) We undertake to release securities upon the purchaser's request if their value exceeds the secured claims by more than 20%.

7. Warranty and Complaints (Recourse Against the Manufacturer)

a) The purchaser's warranty rights require compliance with their duty of inspection and notification under Section 377 of the German Commercial Code (HGB).
b) Warranty claims expire 12 months after the goods have been delivered to the purchaser, unless longer statutory periods apply. This period also applies to used goods where legally permissible. Prior to returning goods, our express approval must be obtained.
c) If the delivered goods have a defect present at the time of transfer of risk, we will, at our discretion, either repair or replace them, provided a timely complaint has been made. We must always be given an opportunity for subsequent performance within a reasonable period.
d) If subsequent performance fails, the purchaser may withdraw from the contract or reduce the purchase price.
e) Warranty claims do not exist for minor deviations from the agreed condition, minor impairment of usability, natural wear and tear, damages arising after the transfer of risk due to improper handling, excessive use, unsuitable operating materials, or external influences not contractually assumed. Warranty claims are also void if the purchaser or third parties carry out improper repairs or modifications.
f) The purchaser bears additional costs arising from transport of the goods to a location other than the place of performance unless such transport was foreseen in the contract.
g) Recourse claims of the purchaser against us only exist if the purchaser has not agreed to claims beyond the statutory defect rights with their customer.

8. Liability

a) Claims for damages are excluded, regardless of the type of breach of duty, including tortious acts. We shall only be liable for damages caused by slight negligence in the event of a breach of material contractual obligations (cardinal obligations). Liability for gross negligence is excluded unless it concerns a breach of essential contractual obligations.
b) In the event of a breach of material contractual obligations (cardinal obligations), we shall be liable for any negligence, but only up to the amount of typically foreseeable damage. Compensation for lost profits, saved expenses, or other indirect and consequential damages is excluded unless the characteristic guaranteed by us explicitly serves to protect the purchaser against such damages.
c) The limitations and exclusions of liability under clauses 8a and 8b do not apply to claims arising from fraudulent conduct on our part, liability for guaranteed characteristics, claims under the Product Liability Act, or damages resulting from injury to life, body, or health.
d) The above provisions also apply to claims for damages by the purchaser arising from contractual obligations established through contract negotiations, contract initiation, or similar business relationships.
e) The aforementioned provisions also apply to claims asserted by the purchaser based on assigned or transferred rights.
f) To the extent that our liability is excluded or limited, this also applies to the personal liability of our executives, employees, staff, representatives, or other vicarious agents.

9. Final Provisions

a) This contract and all legal relationships between the parties are subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

b) The place of performance and the exclusive jurisdiction for all disputes arising from this contract is our registered office in Sasbach/Baden, unless otherwise stated in the order confirmation. However, we are entitled to bring legal action against the contracting partner at their place of residence or business.

c) Force majeure, labor disputes, civil unrest, government actions, failure of our suppliers to deliver, and other unforeseeable, unavoidable, and serious events shall release the contracting parties from their performance obligations for the duration and extent of their impact. This also applies if such events occur when the affected contracting party is in default. The contracting parties are obliged to provide the necessary information as soon as reasonably possible and to adapt their obligations to the changed circumstances.

d) If individual provisions of this contract are or become invalid or if the contract contains a gap, the remaining provisions shall remain unaffected. The parties agree to replace the invalid provision with a legally permissible regulation that most closely reflects the economic purpose of the invalid provision or fills the gap.

e) **Data Protection:** Further information on the processing of your personal data can be found in our Privacy Policy, which forms part of this agreement.

Supplementary Conditions to Terms of Sale
GDG Gerätebau GmbH

1. Purchaser's Duty to Cooperate

a) The purchaser must provide all necessary and qualified information during the quotation phase to enable the creation of a correct offer that accurately reflects the purchaser's requirements.
b) The purchaser must ensure all necessary conditions are met for the proper execution of the order. In particular, the purchaser must ensure that all required drawings and samples are made available to the supplier in a timely manner.
c) The purchaser is liable for delays or errors in order execution if these result from performance data submitted by them or from incorrect or incomplete information.

2. Training

a) Training of the customer’s personnel is provided free of charge during the preliminary acceptance at the manufacturer's facility. Travel, accommodation, and subsistence costs associated with the training are borne by the purchaser.

3. Warranty Conditions

a) The warranty covers labor and materials, excluding wear parts. Costs for personnel deployments (travel time and travel expenses) will be charged to the purchaser based on actual expenses. In the event of a warranty claim, the testing device must be sent to the supplier (GDG) for repair at the purchaser’s expense. Transport and customs clearance costs are also not included and will be charged to the purchaser based on actual expenses. Warranty claims can only be made if the device has been properly operated by trained personnel.
b) GDG does not provide a warranty for damages caused by improper handling or culpable damage by the purchaser. The warranty becomes void if the purchaser opens the testing device. The proper operation of the device, as described in the documentation, must be strictly followed.
c) All programs have been carefully developed and tested. The warranty obligation is limited solely to error correction within a reasonable period. A sufficient correction may also consist of instructions on how to bypass the effects of a software error. A prerequisite for error correction is that the error is reproducible, has been precisely described by the customer, and has been reported to us without delay.

4. Software Rights

a) All programs remain our property. Programs, documentation, and subsequent additions may not be made available to third parties without our prior written consent and except for backup copies for internal purposes may not be copied or duplicated in any other manner.

b) A non-exclusive and non-transferable right of use is granted for programs and associated documentation for internal operation of the goods for which the programs are supplied.
   For programs and documentation created on behalf of the purchaser and forming part of our delivery, the purchaser is granted a specified number of single-user licenses for end customers within the scope of a non-exclusive and non-transferable right of use.
c) Source codes will not be provided.
d) The purchaser has no entitlement to updates, bug fixes, or support services unless expressly agreed upon.

5. Technical Modifications

a) GDG reserves the right to make technical improvements, provided these do not affect the performance commitment.