

A. General

1. Our General Terms and Conditions of Sale and Delivery (hereinafter: "GTC") form part of the contract and apply to all business relationships with our customers. These GTC also apply as a framework agreement for future offers and contracts with the same customer, without requiring repeated reference. They apply in particular to contracts for the sale and/or manufacture and/or development and/or delivery and/or assembly of movable items.
2. These GTC apply only if our customer is an entrepreneur or a legal entity under public law. We do not contract with consumers.
3. Individual contractual agreements take precedence over these GTC. A written contract or our written confirmation is decisive for verifying their content.
4. These GTC apply exclusively, even if we, with knowledge of the customer's terms and conditions, accept orders or render services without reservation.

B. Offers / Conclusion of Contract, Prices

1. All our offers are always non-binding and subject to change. Our offers constitute only an invitation to the customer to submit an order.
2. The customer's order is deemed a legally binding offer to conclude a contract, to which the customer is bound for at least one week after receipt. Our acceptance occurs through a declaration in text form (generally by an order confirmation) or by delivery of the goods to the customer.
3. Offers and order confirmations are always subject to a positive credit check of the customer and subject to timely and proper self-supply. Before placing an order, the customer shall provide us free of charge with all data, documents, and other information in written form that we must consider when preparing the deliverable.
4. All quoted prices are in euros, plus statutory VAT, and based on "EXW" Incoterms 2010 (Garching). Any insurance, transport, packaging, express shipment surcharges, and any other taxes and duties shall be borne by the customer unless otherwise agreed.
5. For deliveries to EU Member States, the customer must cooperate promptly in proving the intra-Community supply of goods. In particular, we shall receive a dated and signed confirmation of the intra-community supply (stating: name and address of the recipient, quantity and description of the goods, as well as the place and date of receipt). If the customer fails to comply with this obligation, they shall be liable for any resulting damage, in particular for the VAT incurred by us.
6. We are entitled to engage third parties for the performance of our services and to subcontract the order in whole or in part, provided this does not impair the legitimate interests of the customer.

C. Payment

1. Payments are due within 15 days after receipt of invoice without deduction. We may require advance payment at any time.
2. The customer may only offset or exercise retention rights if their counterclaim is undisputed, legally established, or ready for decision in litigation.

D. Changes

We may implement technical or legally required modifications to the deliverables provided they are reasonable and do not substantially alter the item. Customer-requested changes require our approval and may involve adjustments in contract terms.

E. Retention of Title

1. We retain ownership of all delivered goods until full payment has been made. In case of breach of contract, especially default of payment, we may reclaim goods and/or withdraw from the contract.
2. The customer may resell goods in the ordinary course of business but assigns to us all resulting claims up to the agreed contract price. We accept the assignment.
3. If goods are processed or mixed, we acquire proportional co-ownership. The customer stores such goods for us.
4. Goods may not be pledged or assigned as security. The customer must notify us immediately of enforcement measures or insolvency.
5. We will release securities upon request if their value exceeds our claims by more than 20%.
6. If mandatory laws do not allow retention of title, comparable rights shall apply.

F. Delivery

1. EXW Incoterms 2020 (Garching) apply unless otherwise agreed.
2. If shipment is agreed, costs and risk transfer upon hand-over to the first carrier.
3. We may choose transport method and packaging at our discretion.

G. Inspection of Goods

The customer must inspect goods immediately and notify us in writing of defects within 4 business days; hidden defects must be reported within 3 business days after discovery.

H. Intellectual Property / Confidentiality

1. No rights or licenses to our IP are granted. Delivered items remain our property; the customer may not disclose them.
2. Newly created IP ("Foreground IP") remains ours; usage rights require separate agreement.
3. Third-party IP rights must be observed.
4. Customer must keep all information confidential indefinitely.

I. Delivery Periods / Dates

1. Delivery times are approximate unless expressly fixed. Delivery time begins once all technical matters are clarified.
2. Delivery delays due to force majeure, strikes, supply issues, etc., do not constitute liability.
3. We are not liable for delays caused by our suppliers unless we are at fault.
4. Delivery periods extend automatically by the duration of hindrance plus reasonable time.
5. Partial deliveries are allowed.
6. Liability for delay is limited unless caused by gross negligence.

J. Tools

1. Models, molds, tools remain our property unless otherwise agreed.
2. We store tools for six months after acceptance; afterwards they may be scrapped unless agreed otherwise.

K. Warranty

1. Legal warranty provisions apply unless modified herein.
2. Warranty for used goods is excluded except for injury to life, body, or health.
3. Our products must comply only with German laws and norms; customer is responsible for integration.

4. Customer must return defective goods upon request; shipping costs refunded only for justified claims.
5. We will repair or replace at our discretion ("subsequent performance").
6. If subsequent performance fails, customer may reduce price or withdraw.
7. Warranty expires 12 months after delivery unless otherwise required by law.
8. Guarantees require explicit written agreement.

L. Recalls

Customer must notify us immediately of any product-safety measures or intended recalls.

M. Liability

1. We are liable according to statutory law unless otherwise provided.
2. We are fully liable for intent and gross negligence.
3. For slight negligence, liability is limited to foreseeable damages and only for essential contractual obligations.
4. Claims expire 12 months after delivery unless mandatory law applies.
5. Limitations also apply to agents and employees.

N. Software

1. Software use is limited, non-exclusive, non-transferable, and tied to the specific product. No source code is provided.
2. Customer may copy or modify software only if legally required.

O. Export, Anti-Corruption

1. Products comply with export laws and may only remain in the designated delivery country.
2. Customer must observe export regulations and obtain permits.
3. Re-export requires transfer of export conditions.

4. Delivery to embargoed countries or sanctioned persons is prohibited.
5. Offering unlawful advantages to officials is prohibited.
6. Contract performance is subject to export law compliance.

P. Force Majeure

We are exempt from performance during force majeure such as shortages, strikes, transport disruptions, pandemics, natural disasters, etc. If lasting more than 3 months, we may withdraw.

Q. Data Protection

Parties comply with applicable data protection laws. Additional agreements apply if we act as a processor.

R. Completeness

Oral agreements are valid only if included in written documents.

S. Place of Jurisdiction, Performance, Law

1. Place of performance is Garching near Munich.
2. Exclusive jurisdiction is Munich unless mandatory law states otherwise.
3. German law applies; CISG excluded.
4. Invalid clauses are replaced by valid ones that approximate the intended economic purpose.