



General Terms and Conditions

Alztec GmbH
Am Waltershamer Feld 12
83308 Trostberg

Document number [Revision] AT-OF-000XXX[1]

2021-08-05	alm	1	First edition	2021-08-05	alm
date	Processor	Rev. No.	Description of the	Release date	Release by

This document is the exclusive property of ALZTEC GmbH. It may only be used for the purpose for which it was created and may not be reproduced or used in any way detrimental to the interests of this company; it must be returned on request. For reasons of better readability, the simultaneous use of the language forms male, female and diverse (m/f/d) is omitted. All personal designations apply equally to all genders.

1. Validity of the conditions

1. the deliveries, services and offers of the entrepreneur are made exclusively on the basis of these terms and conditions. Counter-confirmations by the customer with reference to his terms and conditions of business or purchase are hereby rejected.

2. Offers and contract conclusion

1 Unless otherwise stated in the offer and in the order confirmation, our offers are subject to change. This also applies to information in our brochures and content on our website. All deliveries and services not mentioned by name are not part of our offer.

2. we have the property rights and copyrights or other industrial property rights to illustrations, layouts, drawings and other documents. The passing on of our documents to third parties requires our express written consent. The documents must be returned to us on request.

3. collateral agreements, amendments, supplements and/or other deviations from these Terms and Conditions shall only be valid if the Contractor has declared its consent in this respect. Such agreements must be made in writing.

4. information in offers and/or order confirmations of the Contractor which are based on an obvious error, namely a typing or calculation error, shall not be binding on the Contractor. Rather, the obviously intended declaration shall apply.

5. the Contractor's offer documents, drawings, descriptions, samples and cost estimates may not be passed on, published, reproduced or otherwise made accessible to third parties without the Contractor's authorisation. Upon request, the documents must be returned without retaining copies.

6. order confirmations that deviate from our order are not effective without our written confirmation.

3. Prices, price changes

1. the prices do not include statutory value added tax.

2 The prices do not include the costs of packaging and freight.

3. if there are more than six months between the conclusion of the contract and the agreed and/or actual delivery date, the Contractor's prices valid at the time of delivery or provision shall apply. In the event of price increases by its suppliers, increases in labour and transport costs or other unexpected cost increases, the Contractor shall be entitled to demand negotiations on a new price.

4. Delivery times

1. delivery deadlines are subject to correct and timely delivery to us, unless a binding delivery deadline has been agreed in writing.

2. if the delivery or service is delayed due to a circumstance for which the entrepreneur, his legal representatives or vicarious agents are responsible, liability shall be governed by the statutory provisions. In the event of slight negligence, liability shall be limited to the foreseeable damage typical of the contract.

This principle applies in particular in the event of force majeure, strike, lockout, official orders, etc., even if these obstacles occur at the Contractor's suppliers or their subcontractors. The duration of a grace period to be set by the customer in the event of a delay in performance in accordance with the statutory provisions shall be set at two weeks, commencing upon receipt of the grace period by the contractor.

5. Shipping and transfer of risk

1. the risk shall pass to the Customer as soon as the consignment has been handed over to the person carrying out the transport or has left the Contractor's works for the purpose of dispatch. If dispatch is delayed or not carried out at the instigation of the Customer, the risk shall pass to the Customer upon notification of readiness for dispatch.

2. if no other Incoterms have been explicitly agreed, delivery shall be made in accordance with EXW.

6. Claims for defects

1. if the service provided by the Contractor or the delivery item is defective, the Contractor may, at its discretion, deliver a replacement or remedy the defect. Multiple rectifications - usually two - are permitted within a reasonable period of time.

2. the right of the customer to assert claims arising from defects shall in all cases become time-barred after 12 months from the date of transfer of risk, unless a longer period is prescribed by law or another period has been agreed in writing.

3. obvious defects in work performances can no longer be asserted after acceptance. Otherwise, in order to maintain the Purchaser's claims for defects, the Contractor must be notified of such defects in writing without delay, but at the latest within two weeks of delivery. The defective items are to be condition in which they are at the time the defect is discovered, ready for inspection by the contractor.

4. insignificant, reasonable deviations in the dimensions and designs - in particular in the case of repeat orders - shall not give rise to complaints unless absolute compliance has been expressly agreed. Technical improvements and necessary technical modifications shall also be deemed to be in accordance with the contract, provided that they do not constitute a deterioration in usability.

5. if the Contractor's operating or maintenance instructions are not followed, changes are made to the products, parts are replaced or consumables are used which do not correspond to the original specifications, any warranty shall lapse if the Customer provides a correspondingly substantiated assertion that only one of these circumstances has occurred. caused the defect has not been refuted.

6 Liability for normal wear and tear is excluded.

7 The above provisions of this paragraph shall not apply to the sale of used items. In the case of consumers, a period of one year shall apply for the assertion of claims for defects. Used items are supplied to entrepreneurs to the exclusion of any claims for defects.

8. if the Contractor provides the Customer with information regarding the use of his product over and above his statutory obligations, he shall only be liable in accordance with § 7 if a special fee has been agreed for this.

7. Limitation of liability

Claims for damages arising from positive breach of contract, from culpa in contrahendo and from tort, which are not simultaneously based on the breach of a main contractual obligation by the contractor, are excluded both against the contractor and against his vicarious agents, unless the damage was caused intentionally or through gross negligence. This does not apply to claims for damages arising from the lack of the contractually stipulated suitability, which are intended to protect the customer against the risk of consequential damages. Claims for damages under the law on liability for defective products (PrdHG) remain unaffected, as does liability for damage to life, limb or health.

8. Retention of title

1. until fulfilment of all claims to which the Contractor is entitled against the Customer for any legal reason, the Contractor shall retain title to the delivered items (reserved items).

2. the Customer is obliged to notify the Contractor immediately in writing of any seizure of the items subject to retention of title and to inform the pledgees of the retention of title. The customer is not authorised to sell, give away, pledge or assign as security the items delivered to him subject to retention of title - except in the cases of the following clauses.

3. if the delivery is made for a business operation maintained by the customer, the items may be resold in the ordinary course of business. In this case, the purchaser's claims against the customer arising from the sale are hereby assigned to the entrepreneur. If the goods are resold on credit, the customer shall reserve title to the goods vis-à-vis his customer. The rights and claims arising from this retention of title vis-à-vis his customer are hereby assigned by the customer to the contractor.

4. any treatment or processing of the reserved goods by the customer shall be carried out by the customer for the entrepreneur free of charge. In the event of processing, combining, mixing or blending of the reserved goods with other goods not belonging to the Contractor, the

Contractor shall be entitled to the resulting co-ownership share in the new item in the ratio of the factor value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending.

If the Purchaser acquires sole ownership of a new item, the contracting parties agree that the Purchaser shall grant the Contractor co-ownership of the new item in proportion to the factor value of the processed or combined, mixed or blended items subject to retention of title and shall store them for the Supplier free of charge. If the goods subject to retention of title are resold together with other goods, regardless of whether without or after processing, combining, mixing or blending, the advance assignment agreed in clause 3 above shall only apply in the amount of the factor value of the goods subject to retention of title that have been resold together with the other goods.

5. in the event of breach of contract by the customer, in particular default of payment, the seller is entitled to take back the delivered items after a reminder and declaration of withdrawal and the customer is obliged to surrender them. If the customer has fulfilled the contract, the contractor must return the items.

9. Payment

1. unless otherwise agreed, the Contractor's invoices are payable without deduction after invoicing.

3. if the Contractor becomes aware of circumstances that call the Customer's creditworthiness into question and the Customer ceases to make payments, the Contractor shall be entitled to declare the entire remaining debt due and payable, even if it has accepted cheques. In this case, the Contractor is also entitled to demand advance payments or the provision of security.

4. if the customer finally suspends payments and/or insolvency proceedings are instituted against his assets, the contractor shall also be entitled to withdraw from the part of the contract not yet fulfilled.

5. the Contractor shall be entitled to offset payments against the Customer's older debts first, despite any provisions of the Customer to the contrary. The Contractor shall inform the Customer of this type of offsetting. If costs and interest have already been incurred, the Contractor shall be entitled to offset the payment first against the costs, then against the interest and finally against the principal performance.

6. if the customer is in default of payment, the contractor is entitled to charge the respective statutory default interest. The Contractor reserves the right to assert further claims for damages caused by default. In the above-mentioned cases, the Customer shall be at liberty to prove that the damage is lower, which shall then be decisive.

7. offsetting by the customer is excluded unless the counterclaims are legally established or undisputed by the contractor.

10. Applicable law, place of jurisdiction, partial invalidity

1. the law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between the entrepreneur and the customer with the exception of the law of the Federal Republic of Germany.
of the UN Convention on Contracts for the International Sale of Goods.

2. insofar as the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of business of the entrepreneur shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

3. should a provision in these terms and conditions be or become invalid, this shall not affect the validity of all other provisions and agreements between the contractor and the customer

11. Miscellaneous

1. the company Alztec has undertaken to comply with a Code of Conduct. By accepting our order, the supplier undertakes to comply with this or a comparable code of conduct. The Code of Conduct can be viewed on our website at: [Alztec-Rules-of-behaviour](#)

2. for the purchase of goods there are the supplementary purchasing conditions of the company Alztec, these can be viewed on our website at: [Alztec-Terms-and-conditions-of-purchase](#)