

1. Offers, deliveries and services of VITEC GmbH are exclusively based on these terms and conditions. They shall also apply to all future contractual business relations, even if they have not been expressly agreed again. With acceptance of the goods or services, these conditions are considered accepted. Counter-confirmations of the buyer with reference to his general terms and conditions of business are hereby contradicted.
2. Offer:  
All offers are subject to change without notice, unless otherwise stated in the offer. Technical changes as well as changes in form / colour and / or weight remain reserved within the scope of reasonableness. The prices stated in the offer of the seller plus the respective statutory value added tax shall be decisive. Additional deliveries and services will be charged separately.
3. Order, Delivery and service:  
Orders shall be deemed accepted when confirmed by us in writing or when the goods have been delivered. Verbal agreements, including those made by our representatives or vicarious agents, are legally invalid without written confirmation. The acceptance of all orders takes place in principle under reservation of the delivery possibility, delivery and service delays due to force majeure and due to events which make the delivery substantially more difficult or impossible (this includes: strike, lockout, operational disturbances, official arrangements, etc.), the seller is not responsible, even with binding deadlines and dates. They entitle the seller to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part not yet fulfilled. If the impediment lasts longer than 3 months, the buyer shall be entitled, after setting a reasonable grace period, to withdraw from the contract with respect to the part not yet fulfilled. Until then, the seller shall be entitled to make partial deliveries and render partial services at any time. If the supplier is in default through its own fault, the purchaser shall grant the supplier a reasonable grace period. After expiration of the reasonable grace period, the buyer is entitled to withdraw from the contract.
4. Transfer of risk, delivery:  
The risk shall pass to the buyer as soon as the consignment has been handed over to the persons carrying out the transport or has left the seller's warehouse for the purpose of shipment. If shipment becomes impossible through no fault of the seller, the risk shall pass to the buyer upon notification of readiness for shipment. It is agreed between the seller and the buyer that any employee signing the delivery bill is an authorized representative of the buyer. Shipping damages shall be noted on the delivery bill, with the signature of the authorized representative the buyer declares the correctness of the delivery quantity / performance.
5. Payment:  
Unless otherwise agreed, invoices are due for payment within 14 days with a 2% discount or after 30 days net cash. Default shall occur if payment is not made within 30 days of the invoice date or an equivalent request for payment. The statutory default rules shall apply from this date. The supplier shall be entitled to prove and claim higher damages caused by default. Offsetting against claims is only possible if the claims have been legally established or acknowledged by us. Otherwise, payments may only be withheld to a reasonable extent due to defects or other complaints.

6. Retention of title:

All deliveries are subject to retention of title. The delivered goods remain our property until complete fulfillment of all claims resulting from the business relationship. The reservation of title shall also remain in force if individual claims of ours have been included in a current account and the balance has been struck and acknowledged.

If the delivered goods are processed by the buyer into a new item, the processing shall be carried out for us. The buyer cannot acquire ownership of the processed items. In the event of processing with other goods not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods delivered by us and the other goods at the time of processing. This new item shall be deemed to be reserved goods within the meaning of these terms and conditions.

The buyer shall reserve the conditional ownership of the goods to which it is entitled towards its customers until they have paid the purchase price in full.

From the claim that the buyer acquires upon resale, the invoice value of the goods delivered by the seller for this transaction is already assigned to him upon conclusion of the contract based on this offer or confirmation. In the event of assignment, the buyer may collect the claim only on behalf of the seller. Upon the seller's request, the buyer shall inform the seller of the debtors of the assigned claims. The seller may notify the debtors of the assignment.

If the resale takes place together with other goods not belonging to us at a total price, the buyer already now assigns to us his claims from the resale with the amount corresponding to the value of the reserved goods. We already now accept the assignment.

If the reserved goods are installed by the purchaser as an essential component in the property of a third party, the purchaser hereby assigns to us the claim from remuneration accruing to him against the third party or against the party whom it relates in the amount corresponding to the value of the reserved goods. We already now accept the assignment.

Incoming amounts of money which are partly or wholly attributable to goods subject to retention of title shall be kept separately by the buyer and transferred to us without delay. Even if the buyer does not comply with this obligation, the seller shall be entitled to the collected amounts and shall keep them separately.

The buyer shall notify the seller immediately of any access by third parties to the goods delivered under retention of title or to the assigned claims. The buyer is obliged to secure the delivered goods against the risk of theft and to provide the seller with evidence of the conclusion of insurance upon the seller's request.

7. Warranty claims:

Companies must notify us in writing of obvious defects within a period of two weeks from receipt of the goods; otherwise the assertion of warranty claims is excluded. Timely dispatch shall suffice to meet the deadline. The purchaser shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice defect.

We guarantee that our delivery and service at the time of handover has the contractually guaranteed properties, is not defective and corresponds to the agreed scope of delivery. With regard to the quality of the goods, only the manufacturer's product description shall be deemed agreed. Public statements, recommendations or advertising by the seller do not constitute a contractual description of the quality of the goods. The buyer does not receive any guarantees in the legal sense from us. Manufacturer's warranties remain unaffected. Furthermore, warranty is only given under the condition of proper storage.

For defects in the delivery, which also include the absence of expressly warranted characteristics, we shall be liable, to the exclusion of further claims, only in such a way that we are given the opportunity to repair or replace free of charge, at our reasonable discretion, all those parts which are demonstrably rendered unusable or considerably limited in their usability as a result of a circumstance occurring prior to the transfer of risk - in particular due to defective design, poor materials or defective workmanship. We must be notified immediately in writing of the discovery of such defects.

8. Should individual provisions of the contract with the buyer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced in whole or in part by a provision whose economic success comes as close as possible to that of the invalid provision.
9. Place of performance is Ilsenburg. The place of jurisdiction for all disputes arising from the contract is Ilsenburg. German law is agreed, including the Vienna Sales Convention (CISG).