

**1. General**

The following terms of delivery apply to business transactions between our company and the customer. Unless otherwise agreed in writing, these conditions apply to all traffic, even if no specific reference is made to these conditions when an individual order is placed within the framework of an existing business relationship. Different conditions, which are based on the customer, are only valid if mutually agreed upon in writing.

**2. Offer**

All offers are non-binding, we reserve the right to accept the order or not based on the offer.

**3. Order**

Orders are only considered accepted after all details have been clarified and after written confirmation.

**4. Price**

The prices are generally fixed prices, excl. VAT from Oberglatt.

In principle, we reserve the right to charge the prices valid on the day of delivery in cases of changed cost relationships. This applies in particular to currency fluctuations. Exceptions are only valid if agreed in writing.

Over and under deliveries of up to 10% of the ordered quantities are permitted, as are partial deliveries.

**5. Cancellations and Changes**

The cancellation or modification of orders requires our express written consent and acceptance of our expenses for material, wages and expenses.

**6. Terms of Payment**

The invoice amounts are payable net without deduction after the period specified in the offer.

The withholding of payments due to claims by the customer, as well as offsetting against counterclaims, is excluded.

The acceptance and execution of orders can be made dependent on a guarantee or advance payment.

In the event of a delay in payment after 60 days, default interest of 7% must be paid. After 90 days, the debt collection process will be initiated and default interest of 10% will be charged.

**7. Retention of Title**

The delivered goods remain our property until all claims have been paid in full.

In addition, the buyer is obliged to take out property insurance and to assign the insurance claims to the seller as the policyholder.

**8. Delivery Date**

The specified delivery times are non-binding. In particular, no responsibility can be accepted for delays caused by unforeseen events such as force majeure, mobilization, war, shortage of raw materials, operational disruptions, strikes or other events through no fault of our own. If, as a result of such events, the ordered goods cannot be delivered at all or can only be delivered with a delay, the buyer has no claims as a result.

The supplier can make partial deliveries.

**9. Shipping**

Shipping is at the risk and expense of the buyer. For postal and forwarding agent shipments, the packaging will be charged together with the postage or the freight costs. The packaging will not be taken back.

**10. Call Order**

We do not accept call orders. Exceptions require our written consent. If the agreed quantity has not been called up by the end of the contract, the customer can be given a deadline. If no call is made within the period, the goods can be delivered and charged without being asked.

**11. Repair**

Repairs are not made due to resale or export.

**12. Disposal**

Disposal is not included in the sales price. The customer is responsible for professional disposal and also bears the costs.

The customer releases the supplier from any obligation to take back the goods.

All handling, transport and disposal costs for returned devices will be charged to the customer unless a replacement order is placed by the customer.

**13. Complaints and Guarantee**

Complaints must be made within 8 days of the arrival of the goods, otherwise the delivery is considered approved. Shipments with any transport damage are to be accepted with reservations and reported to the relevant transport company within the statutory period for the purpose of taking stock.

Furthermore, our warranty obligation does not extend to damage caused by improper handling and use or by incorrect loading that exceeds the specified values. Our guarantee obligation expires if the recipient makes changes to the delivered goods without our consent.

We are only liable for the quality of the material and for proper execution if the defective items are repaired or replaced. Any further claims will be rejected. Returns are only permitted after prior agreement.

Otherwise, the warranty provisions of the respective manufacturer apply on a case-by-case basis.

**14. Place of Performance and Jurisdiction**

The place of performance is Leipheim. German law is exclusively applicable for any disputes. Place of jurisdiction is Memmingen.

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