1. General

1.1. These General Terms and Conditions (GTC) are intended for use in commercial transactions between VACUUBRAND GmbH + Co KG and the customer. The customer is a natural person or legal entity and includes sole traders and partnerships. The GTC do not apply to consumers. Amendments to and changes of the contract must be in written form. The waiver of the requirement for written form shall only be possible in writing. This shall not apply to individual contracts, in particular if the contract is concluded with VACUUBRAND GmbH + Co KG as a commercial association, unless VACUUBRAND GmbH + Co KG is not in any dispute about its content. Any variation from the GTC of a dispute between the customer and VACUUBRAND GmbH + Co KG which is based on the latter's and/or its liability is subject to a written agreement. In the event of a discrepancy between the German language version of these GTC & a version in any other language, the German language version shall prevail.

1.2. VACUUBRAND GmbH + Co KG does not accept any deviations from the GTC. In the event of deviations, the customizing conditions of the customer shall only become part of the contract, if they have been confirmed in writing by VACUUBRAND GmbH + Co KG.

1.3. VACUUBRAND offers are subject to change and non-binding. VACUUBRAND reserves the right to make technical improvements to VACUUBRAND products.

1.4. VACUUBRAND may electronically store and process data necessary for the purpose of processing orders, extensions, modifications and inquiries, as well as for maintaining a file containing the data of VACUUBRAND's customer relationships. The data is processed by VACUUBRAND GmbH + Co KG and its subsidiaries and/or representatives for direct marketing purposes.

1.5. A set-off by the customer shall not be permitted unless the counterclaims are undisputed or legally established, or pecuniary counterclaims arising from the right to refuse payment pursuant to §§ 376 and 377 BGB or in the case of payment in advance. A set-off by the customer pursuant to § 323b BGB is excluded. Should the customer be in default, VACUUBRAND GmbH + Co KG reserves the right to make a settlement claim in case of a delay in payment or a delay in the payment of invoices, and to demand the immediate final settlement of its outstanding debt claims against the customer.

1.6. In the event of delay in payment, failure to pay bills of exchange or cheques, or failure or recall by VACUUBRAND of the money order, VACUUBRAND GmbH + Co KG may seize or any other third-party dispositions relating to the goods that are reserved or co-owned by VACUUBRAND GmbH + Co KG. If a retention of title is made, he may collect the assigned claims in the ordinary course of business. He may, however, only exercise this right if VACUUBRAND GmbH + Co KG is able to determine by the ratio of the invoice value of the goods to the value of the new item at the time of delivery if the customer has infringed his obligations.

1.7. The customer is required to inform VACUUBRAND GmbH + Co KG immediately of any attachments, seizures or any other third-party dispositions relating to the goods that are reserved or co-owned by VACUUBRAND GmbH + Co KG. In the event of delay in payment, failure to pay bills of exchange or cheques, or failure or recall of a payment made via SEPA Direct Debit Scheme, suspension of payments or insolvency of the customer or of the end buyer, the rights of the customer under Clause 5.3 shall no longer be valid. The customer must then immediately inform the buyer of VACUUBRAND's extended retention of title.

2. Delivery

2.1. The place of performance shall be the factory of VACUUBRAND in Wertheim, Germany. The risk of loss shall pass to the buyer at the time the goods are delivered. The customer shall inspect the goods at the time of delivery. The customer shall inform VACUUBRAND in writing if the goods are damaged, lost or destroyed during transit. The goods may be collected by VACUUBRAND GmbH + Co KG and/or its representatives at the customer's premises. If return of goods is agreed and if the customer has requested the service, VACUUBRAND GmbH + Co KG reserves the right to demand a reasonable additional charge equivalent to the increase in its costs up until delivery. Should the period between conclusion of contract and the agreed delivery exceed four (4) months, so VACUUBRAND GmbH + Co KG may, at its discretion, demand a reasonable additional charge equivalent to the increase in its costs up until delivery.

2.2. The customer may revoke the contract and/or the delivery of goods, if, after conclusion of the contract, VACUUBRAND GmbH + Co KG determines that the goods are unsuitable for the intended purpose or that the goods are not of sufficient quality. In the event of a request for withdrawal, VACUUBRAND GmbH + Co KG shall retain its property rights until payment of such costs. Should, however, goods subject to retention of title be irreparably damaged or destroyed, the customer shall be required to provide replacement goods or to render a reasonable additional charge equivalent to the new goods. Should the goods be irreparably damaged or destroyed during transit, the customer shall be required to replace the goods.

2.3. If the customer is in default, VACUUBRAND GmbH + Co KG may, at its discretion, demand a reasonable additional charge equivalent to the increase in its costs up until delivery.

2.4. Delivery shall be subject to the German Commercial Code (HGB) and the German Civil Code (BGB). Delivery prices are net prices, excluding VAT and shipping costs. VACUUBRAND GmbH + Co KG observes the delivery periods agreed and shall invoice the goods delivered. Invoices shall be payable within 14 days from the date of invoice. VACUUBRAND GmbH + Co KG is entitled to set a reminder for the overdue amount and a reasonable interest charge. Should the period between conclusion of contract and the agreed delivery exceed four (4) months, so VACUUBRAND GmbH + Co KG may, at its discretion, demand a reasonable additional charge equivalent to the increase in its costs up until delivery.

2.5. Warranty, Limitation of Liability

2.5.1. A set-off by the customer shall not be permitted unless the counterclaims are undisputed or legally established, or pecuniary counterclaims arising from the right to refuse payment pursuant to §§ 376 and 377 BGB or in the case of payment in advance. A set-off by the customer pursuant to § 323b BGB is excluded. Should the customer be in default, VACUUBRAND GmbH + Co KG reserves the right to make a settlement claim in case of a delay in payment or a delay in the payment of invoices, and to demand the immediate final settlement of its outstanding debt claims against the customer.

2.5.2. VACUUBRAND warrants that its delivered goods (including any agreed installation) are free of defects at time of risk transfer. The required quality, durability and use of VACUUBRAND's delivered goods is determined by the respective contract and/or delivery note. Any information beyond this, in particular in preliminary discussions, advertising and/or in the brochures, marketing and technical documentation, is not binding and shall not be deemed as representing a warranty.

2.5.3. VACUUBRAND GmbH + Co KG shall not be liable for the suitability or permisibility of the desired materials or designs. Compliance with safety-related and occupational health regulations is the responsibility of the customer. The customer shall ensure that the purchased goods do not infringe any rights of third parties. Should, however, goods subject to retention of title be irreparably damaged or destroyed, the customer shall be required to provide replacement goods or to render a reasonable additional charge equivalent to the new goods. Should the goods be irreparably damaged or destroyed during transit, the customer shall be required to replace the goods.

2.5.4. In the event of customer's culpable breach of contractual obligations, in particular for the failure or recall of a payment made via SEPA Direct Debit Scheme, suspension of payments or insolvency of the customer or of the end buyer, the rights of the customer under Clause 5.3 shall no longer be valid. The customer must then immediately inform the buyer of VACUUBRAND's extended retention of title.

2.5.5. In the event of delay in payment, failure to pay bills of exchange or cheques, or failure or recall by VACUUBRAND of the money order, VACUUBRAND GmbH + Co KG may seize or any other third-party dispositions relating to the goods that are reserved or co-owned by VACUUBRAND GmbH + Co KG. If a retention of title is made, he may collect the assigned claims in the ordinary course of business. He may, however, only exercise this right if VACUUBRAND GmbH + Co KG is able to determine by the ratio of the invoice value of the goods to the value of the new item at the time of delivery if the customer has infringed his obligations.

2.5.6. The customer is required to inform VACUUBRAND GmbH + Co KG immediately of any attachments, seizures or any other third-party dispositions relating to the goods that are reserved or co-owned by VACUUBRAND GmbH + Co KG. In the event of delay in payment, failure to pay bills of exchange or cheques, or failure or recall of a payment made via SEPA Direct Debit Scheme, suspension of payments or insolvency of the customer or of the end buyer, the rights of the customer under Clause 5.3 shall no longer be valid. The customer must then immediately inform the buyer of VACUUBRAND's extended retention of title.

2.5.7. Should, however, goods subject to retention of title be irreparably damaged or destroyed, the customer shall be required to provide replacement goods or to render a reasonable additional charge equivalent to the new goods. Should the goods be irreparably damaged or destroyed during transit, the customer shall be required to replace the goods.