

General terms and conditions of business, delivery and payment of medichema GmbH, Chemnitz

1. General

These general terms and conditions of business, delivery and payment form an integral part of all our offers and contracts, both in commercial and business transactions, including current and future business relationships. For future invitations to make an offer as well as for future offers and contracts, no further reference to these general terms and conditions of business, delivery and payment is necessary.

Conflicting general terms and conditions, and especially purchasing conditions, are hereby expressly contradicted. They shall only apply if approved by us in writing. Deviating agreements, especially those that are entered into verbally, shall also only apply if confirmed by us in writing.

The conclusion of a contract shall not fail due to contradictory general terms and conditions.

2. Offers, prices, specimens and samples

Our offers do not represent a binding offer, but should instead be regarded as an invitation to the customer to submit an offer.

The contract is concluded upon our acceptance of the customer's offer. Should this deviate from the previous offer, it shall constitute a new non-binding offer.

The applicable prices are those stated in our current price list.

Samples, specimens, verbal instructions and recommendations as well as other documents and information such as copies, drawings, weight specifications, etc., are only approximate and not binding unless an express assurance or guarantee has been given in writing.

3. Place of performance, delivery

The place of performance for both contractual partners is D-09112 Chemnitz.

We reserve the right to make partial deliveries as well as excess or short deliveries, especially for efficient order processing, as long as such deliveries are not unreasonable for the customer. Unless otherwise agreed, invoices shall be adjusted pro rata accordingly. Each partial delivery is regarded as the execution of a separate order within the meaning of this agreement.

Unless expressly stated as binding, delivery dates are approximate and every effort shall be made to meet them. Delivery shall be effected in accordance with the trade terms set out in the individual contract, for which the version of the INCOTERMS in force on the date the contract was concluded is applicable.

In the case of delivery by rail, commercial transport vehicles or by other transport providers, the customer is obliged to handle the necessary paperwork for the carrier.

4. Compliance with legal requirements

Unless specifically agreed otherwise, the customer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.

5. Receipt of declarations

Notifications and other declarations, which are to be issued to a party become effective when it reaches this party. If a deadline must be met, the declaration must be received by this deadline.

6. Unforeseen events, force majeure

Unforeseen extraordinary events, especially force majeure, war, government actions, labor disputes, traffic delays, operating disruptions, equipment failures, shortage of raw materials, etc., of which we have immediately informed the customer, release us from our obligation to deliver for the duration of the disruption plus a reasonable start-up period. We shall not be obliged to pay compensation for damages or other compensation to the customer, especially due to delay, impossibility or other performance disruption, and such events shall entitle us to withdraw from the contract to the extent that we have not yet fulfilled it. The aforementioned provision shall not apply to the extent that we are responsible for the occurrence of these events.

7. Notice of defects, warranty, liability, culpability

The customer must give notice of all visible defects in writing immediately upon receipt of the goods, but in any case before processing or installation.

The customer must record and document defects in an appropriate manner. In particular, he is obliged to make detailed notes of the damage suffered during transport on the shipping documents as best as possible at the time of delivery and take photos of the damage. In addition, the customer must keep the goods concerned ready for inspection by us or our insurer unless this is unreasonable for the customer in individual cases. The customer must indemnify us against any disadvantages suffered by us as a result of failure of the customer to fulfill this obligation, especially if our insurer justifiably refuses cover.

With the exception of such cases in which we are liable for willful conduct, a warranty period of six months shall apply.

In the event of a timely and justified notice of defects acknowledged by us, we shall have the option to carry out subsequent performance either by means of a replacement delivery or rectification. We have the right to make two attempts at subsequent performance.

A reference to standards or any other description of the goods generally includes a more precise description of the goods and does not represent an assurance or guarantee of quality unless such a guarantee has been expressly agreed. Statements with regard to specific properties of the goods, even if they are made on the basis of our test results and/or our instructions for use, do not release the customer from the obligation to carry out its own tests.

We shall assume full liability for the culpability of our legal representatives, managerial staff and ordinary vicarious agents in cases of wrongful intent or gross negligence, and in cases of minor negligence only for the breach of material contractual obligations, i.e., obligations required for proper execution of the contract and on which the contractual partner ordinarily relies and may rely, and only up to the amount of the typically foreseeable damage. The above restriction does not apply in cases of injury to life, body or health or within the scope of the German Product Liability Act.

8. Returns

Returns of any kind, also in the case of damages resulting during transport, require prior consultation with us.

9. Payments, discounts, special right of withdrawal, offsetting and retention

Unless otherwise agreed in the individual contract – payments are due upon receipt of the invoice. The net payment date is 30 days, calculated from the invoice date.

Invoice settlement by means of check or bill of exchange requires our approval. Any resulting bank, discount or collection charges are to be reimbursed by the customer.

Our invoices shall be deemed accepted unless contested in writing within 30 days of the invoice date.

Default interest shall be charged at the statutory default interest rate. We reserve the right to claim further damages. Non-acceptance of the agreed quantity on the date of delivery or non-compliance of the payment obligations shall terminate the customer's right to further deliveries, without prejudice to our right to demand acceptance even after the due date. Any possible further claims on our part, especially regarding damages, shall remain unaffected.

Offsetting is excluded unless the claims are undisputed or legally established. The same applies to the assertion of retention rights resulting from another contractual relationship.

10. Retention of title

Until all claims that we are entitled to from the customer for any legal reason have been fulfilled, including any outstanding account balance claims, the delivered goods shall remain our property.

11. Non-disclosure, ownership of materials, property rights

The customer must regard the commercial and technical details that have become known to him in connection with order processing as business secrets and treat them confidentially.

In particular, we reserve all relevant property rights, and especially patent rights and copyrights, concerning illustrations, drawings, calculations and other documents produced by us. The documents are to be used exclusively for the purposes of the contractual relationship concerned and returned to us immediately at any time upon request.

12. Data processing

We are entitled to process data about the customer within the framework of the applicable data protection regulations, in particular the current version of the EU General Data Protection Regulation and the Federal Data Protection Act. Our corresponding data protection declaration is available on the internet at www.medichema.com and may also be sent by email or post upon request.

13. Place of jurisdiction, applicable law

The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be 09112 Chemnitz.

The legal relationships between us and the customer shall be governed exclusively by German law. Provisions, especially those of international private law, which could lead to the application of another law, are hereby expressly excluded.

14. German Consumer Dispute Resolution Act

We are not willing or obliged to participate in a dispute settlement procedure before a consumer arbitration body.

15. Severability clause

If individual parts of these general terms and conditions of business, delivery and payment are legally invalid, this shall not affect the validity of the other provisions.