Template of the general delivery and payment conditions for AS Medizintechnik GmbH

as at 01.01.2025

Section 1 Scope

1. For all of the business transactions between us and the purchaser, client or customer, hereinafter referred to as customer, in addition to the other contractual agreements exclusively these general delivery and payment conditions apply.
We do not recognise other conditions of the customer – including in the case of the unconditional provision of services or acceptance of payment – unless we expressly agree that these apply in writing.
This also applies to general delivery and payment conditions outside of the general purchase conditions of the customer, in particular but not limited to quality assurance agreements, provision contracts, consignment storage contracts and confidentiality agreements.
2. These general delivery and payment conditions only apply to business transactions with contractors in the sense of Section 14 of the German Civil Code.
3. These general delivery and payment conditions also apply to all future business relationships without being incorporated again until we issue new general delivery and payment conditions.
4. All agreements which are made between us and the customer as part of the contractual negotiations are to be set out in writing in order to provide evidence and confirmed by both sides.
5. Subsidiary agreements, subsequent amendments to the contract and the assumption of a guarantee, in particular the assurance of features of the assumption of a procurement risk require the written form insofar as they are made by persons who are not authorised to represent the company.

Section 2 Consulting

1. As product and service-based consulting, our consulting extends exclusively to the products delivered and services provided by us.
It does not extend to consulting independent of the contract, in other words such statements as are made without products being sold or services provided by us.
2. The consulting services we provide are based on empirical values. Insofar as our consulting extends to circumstances, the correctness of which we have no influence over, for example to the composition of the raw material or the services provided by subcontractors, our consulting is non-binding.
There is no consulting in statements which are omitted.

Section 3 Conclusion of the contract

1. Our offers are without obligation. They are a request to submit an offer.
2. The initial processing of an offer is generally free of charge. Further offers and draft work is only free of charge once the delivery contract becomes valid and remains so.
3. Descriptions and photographs of our goods and products in technical documents, catalogues, brochures, circulars, advertisements and price lists are non-binding unless their inclusion in the contract is expressly agreed; they do not release the customer from carrying out his own tests.
Naturally descriptions of products and services on the internet can only be of a general nature; insofar as the customer wishes to derive binding quality agreements or fitness for purpose for the application for which he intends to use them, he must reference this in the order.
4. On principle, the order placed by the customer is the offer to conclude a contract.
5. The order must contain all of the information for the fulfilment of the order. This applies to all deliveries, general services, work and other services provided by us. This includes in particular but is not limited to information on the article description, number of items, dimensions, material, composition of the material, pretreatments, processing specifications, handling requirements, storage, standards and all other technical parameters and physical characteristics. For tests in which certain temperatures, times and other measurement or regulatory values are to apply, the relevant measurement methods must be determined before the conclusion of the contract and accepted by both sides. If these are not determined, our measurement methods apply.
Missing, incorrect or incomplete information is deemed to be expressly not agreed and does not justify any obligations on our part, either in the sense of fulfilment and warranty claims or in the sense of compensation claims.
6. If the order placed by the customer deviates from our offer, the customer must mark the deviations separately.
7. We are entitled to request further information needed for the proper completion of the order.
8. Orders should be placed in writing or electronically (IT); jobs communicated orally or by telephone are carried out at the customer's risk.
9. The order will be accepted by us within six weeks unless a different acceptance deadline is agreed.
10. Our services are provided as a result of the order confirmation.
11. We reserve the right to process the item or service delivered in another facility or have these processed in another facility without additional costs to the customer.
12. The minimum order value is 150.00 EUR net. For orders below the minimum order value, a processing fee of 30.00 EUR net will be charged.
13. A processing fee of 30.00 EUR is charged for the creation of a certificate of origin (COO).
14. A processing fee of 200.00 EUR is charged for the creation of a movement certificate (EUR1).

Section 4 Recalls

Recall jobs will be completed within a maximum duration of 12 months. The recall date and the number of items must be indicated when the job is placed.
Unless otherwise agreed, all recall orders are to be accepted within a year of the placing of the job without a demand for acceptance being required. If this deadline passes, we are entitled to invoice for the goods and to send these at the expense and risk of the customer or to withdraw from the contract immediately.

Section 5 Exports to the USA and Canada

If the customer intends to export our products to the USA or Canada, he is obliged to conclude and maintain product liability insurance with a minimum sum insured of 5 million euros, including foreign cover for direct exports to the USA and Canada.

Section 6 Withdrawal from the contract

1. The customer is only entitled to withdraw from the contract in cases set out by law.
If the customer withdraws from a job which has been placed without us being responsible for this withdrawal or this being due to a defect, irrespective of the option to claim higher actual damage, we can charge 20% of the sale price, however minimum EUR 50,00 for the costs which arise as a result of the processing of the job and for loss of earnings. The customer retains the right to demonstrate that lower damages were caused.
2. Furthermore, withdrawal can only occur on the basis of an individual agreement with us.
But in this respect a withdrawal in the case of individually manufactured or labelled products and sterile products and implants is also excluded.
3. The return must be delivered free of charge.
4. The goods will be only accepted, if it’s packed in the original packaging as well as if the goods are not older than 6 months. For the return please use the AS return template.

Section 7 Amendments

1. A separate contractual agreement is required for any amendments to the item or service delivered desired after conclusion of the contract.
2. In the case of missing or incorrect information, we reserve the right to amend the item or service delivered accordingly. The customer shall bear any disadvantages arising as a result of missing or incorrect information, in particular additional costs or damages.
3. We reserve the right to make technical amendments to the item or service delivered which do not endanger the objective of the contract.
4. Industry standard deviations in amount up to a maximum of 10% are permissible.
5. Partial deliveries or services are permissible, provided this does not significantly impair use and does not endanger the objective of the contract, They can also invoiced separately.

Section 8 Delivery time

1. If a delivery deadline or service provision deadline is agreed, this starts with the sending of our confirmation of the job but not before the full clarification of all of the details of the contract and the proper fulfilment of all obligations to cooperate on the part of the customer; the same applies to delivery or provision dates.

2. In the case of a consensually agreed amendment to the item ordered, delivery or provision deadlines and delivery and provision dates must be renegotiated.

This also applies if there were further negotiations about the item ordered without any change being made to the item ordered.

3. Delivery or provision deadlines and delivery or provision dates are conditional on the defect-free and timely pre-delivery and unpredictable interruptions in production.

4. The delivery or provision period is deemed to have been complied with if by the end of the period the item or service delivered has left our factory or has been handed over to the transport company commissioned with its delivery in our factory or we have provided notification of completion for collection or, if the delivery is delayed for reasons for which the customer is responsible, with a notification of readiness for shipping to the customer.

5. We are entitled to provide the agreed delivery or service before the agreed time.

Section 9 Delay in acceptance

1. If the customer does not accept the goods on the agreed delivery date or before the expiry of the agreed delivery deadline for reasons for which he is responsible, we can request the reimbursement of any additional costs which arise as a result.

In particular, we are entitled to charge the customer storage costs totalling 0.5% for each month started, however this is up to a maximum of a total of 5% of the net delivery or service price. The parties to the contract retain the right to demonstrate higher or lower storage costs.

2. We are further authorised to determine a suitable storage location at the expense and risk of the customer and to insure the item or service delivered at his expense.

3. If we are entitled to request compensation instead of the service, irrespective of the option to claim higher actual damages, we can request 15% of our price as compensation if the customer does not show that no damages have occurred or that these are significantly lower than the flat rate.

Section 10 Force majeure

In cases of force majeure, our delivery and provision deadlines extend by the duration of the interruption which occurs.

This includes not only circumstances for which we are not responsible, such as war, fire damage, strikes, lockouts, traffic disruptions, orders from higher authorities, delivery restrictions imposed by authorities or organisations similar to authorities such as the FDA, interruption of business or essential disruptions of operation such as a lack of material or energy in our facilities or those of sub-contractors or raw material supplies commissioned with this work. This also applies in as much as we were already delayed when these circumstances occurred.

We will inform the customer of the start and end of obstacles of this type immediately.

If deliveries or services are delayed by more than six weeks, both our company and the customer are entitled to withdraw from the contract within the scope of services affected by the disruption of services. No compensation payments are due to the parties to the contract in this regard.

Section 11 Payment conditions

1. Unless otherwise agreed, all prices are in euros "ex works" plus the statutory VAT at the point at which the invoice is issued. Additional costs such as packaging, freight, shipping costs, customs, assembly, insurance and bank charges are invoiced separately.

We will only insure the goods to be shipped at the request and expense of the customer.

2. We are entitled to amend the agreed price accordingly if increases in cost occur after conclusion of the contract, in particular as a result of a change in the price of material. We will provide evidence of the change in cost to the customer on request.

3. We are entitled to amend the agreed price accordingly if amendments occur before or during the fulfilment of the order because the information and documents provided by the customer were incorrect or other deviations from these are desired.

4. Unless otherwise agreed, invoices are payable within 30 days net from the invoice date. They are to be paid without deductions. In the case of non-payment, the customer is in arrears from maturity of the debt without further warnings.

Discounts are only granted following separate agreement.

5. Partial payments require a separate written agreement.

6. Settlement by draft requires a separate agreement in advance. Discount charges and exchange costs shall be borne by the customer. Invoice settlement by cheque or exchange only occurs for purposes of fulfilment and only applies after the payment has been credited without reservation.

7. If there are several open debts due to us from the customer and payments by the customer are not made on the basis of a specific debt, we are entitled to determine the open debt for which the payment was made.

8. In the case of a payment default, deferral or partial payment, we are entitled to change bank standard default interest totalling at least 8 percentage points per annum above the respective base rate and withhold further services until all of the invoices which are payable have been paid. The right to demonstrate that lower damages were caused is retained.

9. By placing the order, the customer confirms his ability to pay and his creditworthiness.

If justified doubts about the customer's ability to pay or creditworthiness arise, for example as a result of slow payment methods, payment default or bounced cheques, we are entitled to request security deposits or cash payments of delivery versus payment. If the customer does not comply with this request within an appropriate deadline set for him, we can withdraw from the part of the contract which has not yet been fulfilled. The deadline is unnecessary if the customer is recognisably not able to pay the security deposit, for example if insolvency proceedings have been started against the customer's assets.

10. The customer is only entitled to offset any amount against our claims if the counterclaim is undisputed or legally determined.

The transfer of debts due to us requires our consent.

11. The customer is only entitled to withhold payment if the counterclaim is based on the same contractual relationship and is accepted or has been legally determined or if we have essentially breached our obligations from the same contractual relationship despite a written warning and have not offers appropriate protection.

If a service provided by us is deficient and this is undisputed, the customer is only entitled with withhold payment to the extent that the retained amount is in an appropriate ration to the defects and the likely costs of the removal of the defect.

12. The payment dates remain in place even when there are delays to delivery for which we are not to blame.

13. To the extent that VAT is not included in our invoice, in particular because on the basis of the information provided by the customer we are assuming an "intra-Community delivery" in the sense of Section 4 number 1 b in combination with Section 6 a of the VAT Act and we are subsequently burdened with VAT that is due (Section 6 a IV VAT Act), the customer is obliged to pay us the amount we have been charged. This obligation remains regardless of whether we subsequently have to pay VAT, import sales tax or comparable taxes in the country or abroad.

Section 12 Transfer of risk, packaging

1. The place of performance for the services provided in the order and payments is our headquarters.

2. The customer is obliged to accept as soon as we have notified him of the completion of the services he has ordered.

If the customer does not accept the service within two weeks of this notification, the acceptance is deemed to have been given.

3. The risk of destruction, loss or damage to the goods transfers to the customer when he is notified that the goods are complete. In principle a delivery "ex works" is agreed.

If shipping has been agreed, the risk transfers to the customer when the goods are sent or when they are transferred to the transport company.

4. Unless a different agreement is made, we will determine the type and scope of the packaging. Disposable packaging will be disposed of by the customer.

5. If the goods are shipped in returnable packaging, this must be sent back carriage paid within 30 days of receipt of the delivery. The customer is responsible for any loss of or damage to the returnable packaging.

Returnable packaging may not be used for other purposes or to accommodate other items. It is only intended for the transport of the delivered goods. Labels may not be removed.

6. In the case of any damage to or loss of the goods during transport, the customer must arrange an inventory immediately and inform us of this. Claims arising from any transport damage

must be made to the freight forwarder by the customer immediately.

Section 13 Duties of inspection and complaint, acceptance

1. The customer is obliged to inspect the goods immediately on receive in accordance with Section 377 of the Commercial Code or comparable foreign or international provisions and notify us of any defects and damage identified in this inspection or at a later date immediately after their discovery. Otherwise the goods are deemed to have been approved as defect-free. The regulation of Section 377 of the Commercial Code applies accordingly for services and works. Notices of defects must be made in writing. Complaints in text form, for example as an email, are not sufficient.
The customer will give us one or more parts of the affected delivery immediately.
2. The use of defective deliveries or services is not permitted. If a defect was not able to be identified on receipt of the goods or provision of the service, any further use of the item or service delivered after the discovery is to be stopped immediately.
3. In the case of complaints about our products our services, the customer must send the item ordered back cleaned, sterilised and autoclaved.
Unless otherwise agreed, the return must be free of charge.
4. The customer must give us the time required to check the defect about which the claim was submitted. In the case of unjustified complaints, we reserve the risk to charge the customer for the testing costs which arise.
5. Notices of defects do not release the customer from compliance with his payment obligations.
6. On receipt of the goods, if the customer determines that different items have been delivered to him in his order due to incorrect information and we exchange the item, he must bear the additional costs which arise for us, for example for processing and re-storage. In this respect we will charge the customer a processing and re-storage fee on the basis of the costs that arise for us, which we will deduct from the amount credited to the customer before reimbursement.

Section 14 Rights relating to defects

1. If there is a defect in the item or service delivered, we are entitled to choose between repairing the defect, providing a replacement delivery or a credit note within an appropriate period of time.
2. In the case of third party products, including to the extent that they are built into our products or have otherwise been used, we are entitled to limit our liability initially to the transfer of the warranty claims which are made against us to the supplier of the third party products, unless the fulfilment from the transferred right fails or the transferred claim cannot be implemented for other reasons. In this case, the client is once again entitled to the rights from the above paragraph 1.
3. Claims by the customer for the costs which are necessary for the subsequent fulfilment, in particular transport, road, work and material costs, are excluded if the costs increase because the goods were subsequently taken to a location other than the branch of the customer; unless this corresponds to the proper use.
4. The same warranty conditions apply to replacement deliveries and subsequent improvements as to the item originally delivered.
5. In the case of any doubt, our declarations linked to this contract, for example descriptions of services, reference to DIN standards etc. do not contain any assumption of guarantee. Only our express written declarations about the assumption of a guarantee are significant for this. In any case, information in product descriptions and product specifications does not result in the assumption of any guarantee for the quality of the item or for the item retaining a certain feature for a certain duration of time, subject to its logging as quality information in the sense of Section 434 of the German Civil Code or Section 633 of the German Civil Code.
6. Within the scope of repairs carried out by us without legal obligations, for example as a gesture of goodwill, the customer is only entitled to make claims for defects where this is expressly agreed.

Section 15 Defects of title, property rights

1. Orders based on drawings, sketches or other information given to us are carried out at the risk of the customer. If we infringe third party property rights as a result of carrying out orders of this type, the customer releases us from claims made by the holder of these rights. The customer shall bear any further damages.
2. Our liability for any property right infringements which are linked to the use of the item or service delivered or are linked to the combination or the use of the items or service delivered with other products is excluded.
3. In the case of defects of title, we are entitled to choose:
- to procure the necessary licences for the infringed property rights
- or to remove the defects in the item or service delivered by means of the provision of an item or service amended to an extent acceptable to the customer.

4. Our liability for the infringement of third party property rights only extends to those property rights which are registered in Germany and are public.
5. We reserve all property rights and copyrights for all of the figures, drawings, calculations and other (technical) documents provided by us. Publication or passing on of these to third parties requires our written consent. If the order is not placed, all of the documents are to be returned immediately on request. Documents belonging to the customer may be made accessible to such third parties to whom we wish to transfer goods or services.

Section 16 Liability

1. We are only liable for the obligations of the company with the company's assets.
2. In the case of ordinary negligence, we are only liable if an essential contractual obligation has been breached. In the case of grossly negligent faults, we are also liable in the case of non-essential contractual obligations.
In the above mentioned cases, liability is limited to the contractually typical, predictable damages.
3. In the case of guarantees features, our liability is limited to the scope and the level of our product liability insurance and recall cost insurance. The scope of the coverage of our product liability insurance corresponds to the non-binding recommendations on product liability insurance issued by the German Insurance Association. The level of product liability insurance coverage is generally two million euros per claim and four million euros per insurance year for the insurance cases included in the insurance contract. The level of coverage for recall cost insurance is 100,000 euros per insurance year.
4. Claims for deliberate breach of contractual obligations by us, claims for personal injuries and claims arising from the Product Liability Act are subject to the legal provisions. In this respect, the above limitation of liability in Clause 3 does not apply.
5. We are liable for tortious claims in accordance with the contractual liability; restrictive liability agreements arising from the contract also apply to the customer.
6. Further liability for compensation than that in accordance with the above regulations is excluded.
7. Recourse claims by the customer against us exist only to the extent that the customer has not concluded an agreement with his consumer beyond the statutory claims for defects and compensation.
8. Liability on our part is excluded if the customer for his part has effectively restricted his liability to his consumer.
9 To the extent that the liability is excluded or limited by us, this also applies to the personal liability of our employees, workers, colleagues, representatives, subcontractors and agents.
10. To the extent that the liability is excluded or limited in accordance with the above, the customer is also obliged to release us from claims by third parties.
Furthermore, the customer must release us from claims made by third parties for damages which were caused by the incorrect use or relabeling of our products by the customer or if medical malpractice cannot demonstrably be rules out as a cause.
11. The customer is obliged to inform us immediately and in writing of any claims made by third parties and to reserve all defensive measures and settlement negotiations for us.
12. The customer must therefore make every effort to agree a waiver of recourse with his product liability insurer to our benefit with regard to Section 86 of the Insurance Contract Act and Clause 7.3 of the General Liability Insurance Conditions.
13. The legal provisions also apply.

Section 17 Limitation

1. The limitation period for claims and rights arising from defects in our products, services and works and the resulting damages are based to the legal regulation.
The above shortening of the limitation period does not apply if the law sets out longer periods in the cases of Sections 438 Paragraph 1 Number 2, 479 and 634 a Paragraph 1 Number 2 of the German Civil Code.

2. The limitation period in accordance with the above Clause 1, Sentence 1 further does not apply in the case of intent, if we fraudulently keep the defect secret or have transferred a feature guarantee, in the case of compensation claims for personal injury or the violation of a person's liberty, in the case of claims arising from the Product Liability Act and in the case of a grossly negligent breach of obligations.
3. Subsequent fulfilment measures, in other words the delivery of a defect-free item or the removal of the defect, do not start the limitation period again but rather merely suspend the limitation period valid for the item originally delivered for the duration of the subsequent fulfilment measure carried out. In the case of any doubt, there is no acknowledgement of the implementation of the subsequent fulfilment by us in the sense of Section 212 Number 1 of the German Civil Code.
4. No change in the burden of proof to the detriment of the customer is associated with the above regulations.
5. Unless expressly determined otherwise, the legal provisions relating to the start of the limitation period, the suspension of it and the suspension and restarting of deadlines remain unaffected.

Section 18 Repairs and other services
1. The customer takes on the responsibility for testing and ensuring the quality (e.g. material, dimensional accuracy) of the materials he provides for processing. The customer shall deliver the materials to be processed free of charge. We will merely carry out a incoming goods inspection on the material given to us for the number of items and identity and a visual control for obvious transport damage. We are only obliged to check compliance of the material with the specification given by the customer if there are clear indications of this. We are not obliged to carry out further tests. A test can be expressly agreed, whereby the costs for the test are to be borne by the customer.
2. In the case of the damage, destruction or loss of the items given to us, we are only obliged to replace them if we are responsible for the damage. If parts can no longer be used due to processing errors, we will carry out the same work on a new item to be sent at our expense without charging for this. We reserve the right to supply the item ourselves. Furthermore, our obligation to replace the item is limited to the procurement of a similar and equivalent value item, whereby a reduction in value from new to old is carried out if the legal conditions are met.
Normal wear and tear is excluded from the liability.
3. If an acceptance is agreed, this must take place within a week starting from the date of the notification of our readiness for acceptance in our factory or our storage facility. The customer shall bear the acceptance costs. Acceptance shall be deemed to have been effected if the customer does not accept our service within this weekly deadline.
To the extent that we cannot take on any guarantee for the quality of an item ordered or have not fraudulently kept a defect secret, the rights of the customer for a defect are excluded after the agreed acceptance has been effected by the customer provided the customer has not submitted a complaint about the defect although he could have identified it in the agreed type of acceptance, so he negligently did not determine the defect.
4. The customer must insure the items to be given to us under "external insurance".
5. Unless other regulations are expressly provided in accordance with the above paragraphs 1 to 4 of this Section 18, the provisions of the other regulations of these general delivery and payment conditions otherwise apply.

Section 19 Contractual adjustment
Where unexpected events considerably change the economic significance or the content of the delivery or service or have a significant effect on our operations, the contract is to be adjusted. If this is not economically justifiable, we have the right to withdraw from the contract.

Section 20 Reservation of property rights, lien
1. We reserve ownership of all contractual items until the full payment of all of the debts arising from the business relationship with the customer.
2. If our property is processed, combined or mixed with third party property, we acquire ownership of the new item according to Section 947 of the German Civil Code.
3. If there is processing, combining or mixing in a manner that the third party service can be deemed to be the main item, we acquire ownership in the ration of the value of our service to the third party service at the time of the processing, combining or mixing.
4. If we acquire ownership of an item by means of our service, we reserve ownership of this item until all existing debts arising from the business relationship with the customer have been paid.
5. The customer is obliged to keep the reserved goods carefully and if necessary carry out repair and maintenance work at his expense. The customer must insure the reserved goods against loss and damage at his own expense. Any security claims arising from cases of damage are to be transferred to us.
6. The customer is entitled to sell on the item which is (partly) owned by us by means of an ordinary transaction provided that he fulfils his obligations to us arising from the business relationship. In this case, the debt arising from the sale in the relationship is deemed to have been transferred to us in that the value of the service ensured by the reservation of property is due to us up to the total value of the item sold. The customer remains entitled to collect this debt even after transfer. Our authority to collect this debt ourselves is not affected.
7. The right of the customer to hold the goods under our reservation of property and to collect the debts transferred to us lapses as soon as he fails to fulfil his payment obligations and/or an application to start insolvency proceedings is made. In the above mentioned cases and in the case of other behaviour contrary to the contract on the part of the customer, we are entitled to take the goods delivered which are under reservation of ownership back without warning.
8. The customer shall inform us immediately if there are any risks to our reserved property, in particular in the case of insolvency, inability to pay and enforcement measures. At our request, the customer must provide all necessary information about the stock of the goods (partly) owned by us and about the debts transferred to us and to make his consumers aware of the transfer. The customer shall support us in all measures which are necessary to protect our (partly owned) property and shall bear the costs arising from this.
9. Due to all of the debts arising from the contract, we are granted a lien over the items which become our property as a result of the contract. The lien can also be claimed for debts arising from earlier deliveries or services if these are linked to the item or service delivered.
For other claims arising from the business relationship, the lie applies where this is undisputed or legally determined. Sections 1204 et seqq. of the German Civil Code and Section 50 Paragraph 1 of the Insolvency Code apply accordingly.
10. If the possible value of the securities exceeds our debts by more than 15%, we are will release securities at our own discretion at the request of the customer.

Section 21 Confidentiality
1. The customer commits to keep all aspects of the business relationship which are worth protecting confidential. He will in particular treat all non-evident business and technical details of which he becomes aware as a result of the business relationship as a trade secret. Information or aspects of the business relationship which are already public knowledge at the point at which they were announces and such information or aspects of the business relationship which are already demonstrably known to the contracting partner before they were announced by us do not come under the confidentiality obligation.
The customer shall ensure that his employees are obliged to maintain confidentiality accordingly.
2. Duplication of the documents given to the customer is only permitted within the scope of the operational requirements and the copyright law provisions.
3. None of the documents may be made accessible to third parties in full or in part or used outside of the purpose for which they were given to the customer without our written authorisation.
4. Even a partial disclosure of the business relationship with us to third parties may only take place after we have given prior written consent; the customer should also obliged the third party to maintain confidentiality as part of a similar agreement.
5. The customer may only advertise his business relationship with us after prior written consent has been given.
6. The customer is also obliged to maintain confidentiality even after the end of the business relationship.

Section 22 Jurisdiction, applicable law
1. The jurisdiction is our choice of our headquarters or the jurisdiction of the customer.
2. The law of the Federal Republic of Germany is exclusively applicable to the business relationship with the customer. The applicability of the CISG UN Sales Convention is excluded.

3. If individual parts of these general delivery and payment conditions are ineffective, this does not affect the validity of the remaining provisions. The contracting parties shall make every effect to replace the ineffective clause by another clause which is as close as possible to the economic purpose and legal sense of the original formulation and is consistent with the regulations which are relevant in this respect.
4. We are entitled to process data in the sense of the Federal Data Protection Act.

Section 23 Contact details

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