

Terms and Conditions

(As of: March 10, 2026)

I. Scope

1. These General Terms and Conditions form part of every contract concluded by us unless other agreements are expressly confirmed by us in writing. They take precedence as the sole valid contractual terms over any other regulations, in particular over conflicting purchasing conditions of the customer. Such purchasing conditions are expressly rejected.
 2. These General Terms and Conditions shall apply until further notice to all legal relationships between us and the customer arising from all current (even if not yet fully completed) and all future orders.
 3. These General Terms and Conditions do not apply to consumers.
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II. Offer and Order Confirmation

1. Our offers are non-binding. Binding delivery contracts are only concluded upon our order confirmation unless a written contract has been executed. All ancillary agreements and assurances, especially by employees, only become effective if included in the order confirmation or confirmed by us in writing.
 2. Dimensions and other specifications are subject to manufacturing-related tolerances. Deviations must be agreed in writing in each individual case and do not constitute a guarantee of quality.
 3. Guarantees or assurances of characteristics must be expressly made by us in writing.
 4. We retain all ownership and copyrights to cost estimates, drawings, samples, gauges, and tools. These documents may not be used for other purposes, reproduced, or made accessible to third parties. Ownership of tools remains with us. If tooling costs are fully paid by the customer, the customer receives an exclusive right of use for the duration of the business relationship, unless otherwise agreed in writing.
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III. Call-off Orders

1. For call-off orders, the acceptance period is 12 months from the date of order confirmation unless otherwise agreed in writing.
 2. After this period, we are entitled, at our discretion, to invoice the remaining goods or cancel the remaining order, charging the customer for incurred costs.
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IV. Prices

1. Prices apply ex works for the requested quantities and batch sizes and are subject to the applicable VAT.
2. Prices exclude shipping and packaging costs unless otherwise agreed in writing.

3. If delivery takes place more than 4 months after order confirmation or if a call-off order extends beyond 4 months, we are entitled to pass on demonstrable increases in labor, energy, and material costs in an appropriate manner, unless otherwise agreed in writing.
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V. Terms of Payment

1. Unless otherwise agreed, payments are due within 30 days net. Late payments will incur statutory default interest. The right to claim further damages remains reserved.
 2. If the customer defaults on payment or if a significant deterioration in their financial situation becomes known, we are entitled to demand immediate payment of all outstanding invoices (including those not yet due) or cash payment before delivery. Furthermore, we may withdraw from orders in whole or in part or reclaim delivered goods not yet fully paid for, without simultaneously withdrawing from the contract.
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VI. Acceptance, Transfer of Risk, and Shipping

1. Delivery is ex works Tuningen and is deemed fulfilled upon handover or readiness for dispatch.
 2. Risk passes to the customer even if carriage-paid delivery is agreed, provided the goods are made available or collected at the place of manufacture.
 3. Unless otherwise instructed by the customer, we reserve the right to choose shipping routes, transport means, and protective measures, without being obliged to select the cheapest option. Shipping and freight costs are borne by the customer unless otherwise agreed. Shipping is carried out in the name and on behalf of the customer. Insurance is only arranged upon explicit request and at the customer's expense. Packaging costs are charged at cost price.
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VII. Delivery Time and Delivery

1. All delivery times are approximate and non-binding unless otherwise agreed.
2. Compliance with delivery times requires timely receipt of all documents, approvals, and materials to be provided by the customer, as well as compliance with agreed payment terms and obligations.
3. Operational disruptions, force majeure, or unforeseen events beyond our control lead to an appropriate extension of delivery times. If adherence to the contract becomes unreasonable, both parties have the right to withdraw or terminate.
4. Further claims for damages, including in cases of delayed delivery, are excluded unless caused by intent, gross negligence, or breach of essential contractual obligations. In cases of slight negligence, liability is limited to foreseeable typical damages. The right of withdrawal remains unaffected.
5. Partial deliveries are permitted. Minimum or partial quantities are derived from batch sizes. Delays in partial deliveries are subject to the same provisions.

6. Delivery quantities may deviate by up to $\pm 10\%$ if reasonable for the customer.
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VIII. Retention of Title

1. Delivered goods remain our property until full settlement of all claims, including principal, interest, and costs.
 2. The customer may process and resell goods in the ordinary course of business. Claims from resale are assigned to us up to the amount of our claim. The customer may collect these claims as long as they fulfill their payment obligations. We may demand disclosure of assignment at any time.
 3. In case of processing, we acquire co-ownership of the new product proportionate to the value of our goods.
 4. If the value of our securities exceeds our claims by more than 25%, we will release securities upon request.
 5. The customer must notify us immediately of any seizure or interference by third parties.
 6. All costs related to enforcing retention of title are borne by the customer.
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IX. Warranty and Liability

1. In case of defects, we provide remedy by repair, replacement, or credit at our discretion.
 2. The customer must inspect goods immediately and report defects within 8 days in writing (§ 377 HGB).
 3. Warranty claims for hidden defects are valid only if they occur within 12 months after transfer of risk.
 4. The customer must allow reasonable time for remedy.
 5. If remedy fails, the customer may reduce the price or withdraw.
 6. Defect claims do not affect other contract parts or payment obligations.
 7. Warranty excludes natural wear and improper handling.
 8. Unauthorized modifications void warranty.
 9. Costs for remedy are covered only within § 439 (2) BGB.
 10. Further claims are excluded unless mandatory law applies (e.g. intent, gross negligence, personal injury, product liability).
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X. Counterclaims and Assignment

1. Set-off or retention is excluded unless claims are undisputed or legally established.
 2. Assignment of rights requires our consent.
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XI. General Provisions

1. Place of performance and jurisdiction is Tübingen, where legally permissible.
2. German law applies exclusively, excluding UN sales law (CISG). The German version of the contract is authoritative.
3. If individual provisions are invalid, the remainder remains effective unless it causes unreasonable hardship.