

General Terms and Conditions

1. General

1.1 The following Terms and Conditions apply to commercial transactions with traders and public-law institutions or special funds under public law within the meaning of § 14 (BGB) of the German Civil Code (Bürgerliches Gesetzbuch) on transactions over the web shop of the company witeg Labortechnik GmbH.

Our General Terms and Conditions apply exclusively. Via a link, our clients can view them and save them as PDF file.

1.2 The customer's General Terms and Conditions of Business are excluded unless we have expressly recognized them.

2. Price agreement

2.1 Our prices are ex works (plus statutory VAT if applicable).

2.2 Packing, transport, freight and insurance costs are for the customer's account. Extra expenses of €15.00 will be invoiced on orders with a value of less than € 100.00.

3. Payment

3.1 Generally, we offer the payment methods „Payment in advance“ and „Invoice“. In our online shop, we additionally offer the payment method „credit card“. We reserve the right to refer to one individual payment term for each individual order. Payments via check or bill of exchange are not accepted. Possible costs for the money transaction are to be borne by the payer (customer).

3.2 Payments must be made without deduction of any cash discount or other deductions (plus statutory VAT if applicable).

3.3 If payments are late, we will invoice interest on such late payments at the level allowed by law. The assertion of additional claims for compensation is not excluded.

3.4 Claims arising from the contractual relationship may only be assigned by the customer with our express written consent.

4. Retention of title

4.1 The delivery item remains the property of the seller until all claims against the customer arising from the business relationship have been fulfilled.

4.2. The customer is allowed to process or transform the delivery item ("processing"). The processing is done for the seller; however, if the value of the delivery item belonging to the seller is less than the value of the goods not belonging to the seller and / or the processing, the seller acquires co-ownership of the new product in proportion of the value (gross invoice value) of the processed delivery item to the value of the remainder processed goods and / or processing at the time of processing.

If the seller does not acquire ownership of the new goods according to the above written, seller and customer agree that the customer grants the seller the co-ownership for the new goods in proportion of the value (gross invoice value) of the delivery item belonging to the seller to that of the remaining processed goods at the time of processing. The above written sentence applies mutatis mutandis in case of goods are mixed or processed with good not belonging to the seller. As far as the seller acquires ownership or co-ownership under this clause 4 (Retention of title), the customer shall store it for the seller with the care of a prudent businessman.

4.3. In case of the sale of the delivery item or the new goods, the customer hereby assigns his claim from the resale against his buyer with all ancillary rights to the seller as a precaution, without the need of any further special explanations. The assignment includes any outstanding claims. However, the assignment only applies to the amount corresponding to the price invoiced by the seller for the delivery item. The portion of the claim assigned to the seller is to be settled preferentially.

4.4. In case the customer combines the delivery item or the new goods with estates, without the need of any further special explanations he also assigns his claim which is his due for this connection, corresponding to the amount invoiced by the seller for the price of the delivery item.

4.5. Until canceled, the customer is entitled to collect the claims assigned to the seller under this clause 4 (Retention of title). The customer will immediately forward payments made on assigned claims up to the amount of the secured claim to the seller. In case of legitimate interests especially, delay or stoppage of payment, the opening of insolvency proceedings, bill protest or reasonable indications of a debt overload or an impending illiquidity of the customer, the seller is authorized to withdraw the customer's collection authority. Furthermore, the seller is allowed, upon prior warning subject to a reasonable period, disclose the assignment for security, claim the assigned outstanding accounts as well as demand the disclosure of the assigned outstanding accounts from the customer to his client.

4.6. In case of substantiation of a legitimate interest, the customer must provide the seller with any information needed for the assertion of his rights against the buyer and must handover the necessary documents.

4.7. During the existence of the retention of title, pledges or chattel mortgages are prohibited to the customer. In case of distrains, confiscation or other orders or interventions by third parties, the customer has to inform the seller immediately. The resale of the delivery article or the new goods is only allowed to resellers in regular transactions and only allowed on condition that the payment of the delivery items equivalent value will be made to the customer. The customer has to agree with his buyer that the buyer will only have and hold the ownership with the payment.

4.8. As far as the realizable value of all security interests to which the seller is entitled exceed the amount of all secured claims by more than 10 %, the seller will, by request of the customer, release a corresponding part of the security interests. It is assumed that the conditions of the sentence above are met if the estimated value of the securities entitled to the seller reaches or exceeds 150% of the value of the secured claims. The seller is entitled to the choice regarding the approval between different security interests.

4.9. In case of breaches of duty, especially in default in payment, the seller is entitled, even without deadline, to demand the return of the delivery item or the new goods, and/or – if necessary after a deadline – to withdraw from the contract; the customer is obliged to return the goods. In case to return the delivery item / the new goods, it will be no notice of repudiation of contract, unless it is explicitly stated.

5. Supplies and services

5.1 Partial deliveries are permitted to a reasonable extent. We may invoice partial payments to a reasonable degree.

5.2 The delivery route, delivery method, packaging and other protection for deliveries are at our option. Transport risks are borne by the customer in all cases. We are entitled, but not obliged, to insure deliveries in the name and for the account of the customer.

5.3 The customer must arrange for any visible damage and/or loss to be recorded in writing by the carrier immediately on receipt of the goods and claims asserted.

6. Transfer of risk and place of performance

6.1 We bear the risk up to the time when the goods are handed over to the mail service or to the carrier or to the company charged with organizing the transportation.

6.2 Place of fulfillment for customers who are traders or public-law institutions or special funds under public law, is for deliveries in our factory 2 in Wertheim, for payments our business location factory 1.

7. Time limits

7.1 If the customer should be in breach of his obligations of cooperation (e.g. by failure to call off the goods in good time and refusal to accept them), we are entitled, at the end of a grace period which has elapsed without performance being made, to take the necessary steps ourselves and deliver the goods or to withdraw from that part of the supply contract where performance has not yet been made. Our right to require compensation for breach of duty and compensation in lieu of performance is unaffected hereby.

7.2 In the case of goods which we supply but do not manufacture ourselves, supply is subject to timely and correct deliveries to ourselves unless we are responsible for the late, incorrect or short delivery.

7.3 Force majeure events extend the delivery time commensurably and entitle us to withdraw from the contract in whole or in part. Strikes, lock-outs, disruption of operations or other unanticipated circumstances for which we are not responsible and which materially impede delivery or render delivery impossible are of equal ranking with force majeure. This also applies if the above-mentioned circumstances occur during a delivery delay or at a supplier.

8. Liability for defects

8.1 Claims for defects do not exist for insignificant deviation from the agreed appearance and workmanship or for insignificant impairment of serviceability.

8.2 Guarantees relating to the character and durability of the goods which are supplied are only deemed to be accepted to the extent that we have expressly recognized the guarantee in writing as such, insofar as we have declared such a guarantee. Guarantees which our suppliers have made in written guarantees, in relevant publicity or in other product documentation, are not made by us, as far as we did not appropriate them.

8.3 For customers which are traders, applies the inspection obligation and the requirement to make a complaint in respect of a defect immediately on receipt of the goods of § 377 (HGB) German Commercial Code (Handelsgesetzbuch). For public-law institutions or special funds under public law apply the regulations of § 377 (HGB) German Commercial Code (Handelsgesetzbuch) respectively.

8.4 If the goods which were delivered should exhibit defects or if they fail to comply with a warranted property, we will, at our option, either rectify the defect free of charge within a reasonable period by means of a repair or replace the goods by defect-free goods (subsequent performance).

8.5 If subsequent performance should fail or if subsequent performance is not made within a reasonable grace period imposed on us by the customer, the customer may require a reduction in the price or withdraw from the contract. The purchaser cannot require reimbursement for his expenses incurred to no effect.

8.6 Claims by the customer for expenditure necessary for the purpose of subsequent performance (Clause 8.4) or reversal after withdrawal from the contract (Clause 8.5), especially transportation, shipping and handling, labour and material costs are excluded in so far as the expenditure arose because the goods were installed in a location difficult to access. The same applies mutatis mutandis if the goods which were delivered were installed in a location outside the Federal Republic of Germany.

8.7 Damage which occurs through incorrect or defective installation, commissioning, handling, operation or maintenance or through the use of unsuitable apparatus or apparatus other than the specified apparatus do not give rise to any grounds for claims for defects.

8.8 The time limits specified by law for the assertion of claims for defects apply. The time period commences on the day of our delivery. In the event of the loss of life, bodily injury or impairment of health and in the case of intentional or gross neglect of duty on our part and in the event of fraudulent concealment of a defect or if properties have been warranted, the normal statutory prescription periods apply.

8.9 For the remainder, Clause 10 applies for claims for compensation. Additional claims by customers for defects are excluded.

9. Spare parts / maintenance / repairs / calibration

The supply of spare parts is limited to the period of 5 years after completion of delivery. Repairs up to the value of € 100.00 will be made without a cost estimate.

10. Compensation

10.1 We accept liability for compensation and reimbursement of expenditure incurred to no effect (§ 284 (BGB) of the German Civil Code) for reason of breach of contractual or non-contractual obligations (e.g. for reason of default or tortious acts) only in the case of deliberate action or gross negligence; in the case of culpable loss of life, bodily injury, fraudulent concealment of a defect or acceptance of a warranty as to properties or under the German Product Liability Act (Produkthaftungsgesetz) we only accept liability for personal loss or for damage to property in the case of objects used for private purposes.

10.2 In addition we accept liability for breach of material contractual obligations also in the event of ordinary negligence. However, in this case our liability is limited to damage which could have been reasonably foreseen at the time of the conclusion of the contract and which is typical under the contract.

10.3 In the case of loss caused by delay and in the event of ordinary negligence, we only accept liability amounting to 5% of the purchase price agreed with us.

10.4 The purchaser must inform us without delay and in writing of any imminent consequences of default.

10.5 No change in the burden of proof to the disadvantage of the customer is associated with the above provisions.

11. Packaging material

We will only accept return of packaging material in so far as we are obligated to do so under the German Packaging Regulations (Verpackungsverordnung) or other statutory requirements.

12. Offsetting and retention

The customer is only entitled to the enforcement of a right of retention or to refuse performance due to counterclaims of the customer to the amount of any existing costs for the remedy of defects or completion which are undisputed, legally established or ready for the decision making process counterclaims from the same contractual relationship.

13. Final provisions

13.1 The place of jurisdiction is Wertheim in so far as the client is a trader or a public-law institution or special funds under public law. However, we are at liberty to take legal action before the court competent for the customer's registered office.

13.2 If a provision in these General Terms and Conditions of Business or in other agreements between the customer and ourselves should be or become invalid, the validity of all other provisions or agreements is unaffected thereby. If a provision of these contractual terms and conditions is invalid, after taking into account the other provisions this provision is to be replaced by a valid provision which comes closest to the economic purpose of the invalid provision.

13.3 This contract is governed exclusively by the law of the Federal Republic of Germany. International law, including international conventions on the cross-border sale of goods, is excluded.

AGB web shop for entrepreneur customers and public-law institutions or special funds under public law, Build: 08.11.2022