

General Terms and Conditions of Sale of RK Technology GmbH (GTC)

I. General Provisions

1. All deliveries and services are based on these terms and conditions, as well as any separate contractual agreements. Deviating purchasing conditions of the customer shall not become part of the contract, even upon acceptance of the order.
2. In the absence of a special agreement, a contract is concluded upon the supplier's order confirmation.
3. The supplier reserves ownership and copyrights to samples, illustrations, drawings, calculations, and similar information of a tangible and intangible nature—including in electronic form; they may not be made accessible to third parties. The supplier undertakes to make information and documents designated as confidential by the customer accessible to third parties only with the customer's consent.

II. Scope of Delivery

Our written order confirmation is decisive for the scope of delivery. Any modifications must be confirmed by us in writing.

III. Prices and Payment Terms

1. Unless otherwise agreed in writing, our prices are ex works, excluding packaging. Costs for packaging will be invoiced separately by us.
2. Value-added tax at the respective statutory rate shall be added to the prices. It will be shown separately in our invoice on the date of invoicing.
3. The deduction of a cash discount is only permitted if agreed with us in writing.
4. Unless otherwise stated in the order confirmation or the invoice, the purchase price is due for payment net (without deduction) within 14 days of the invoice date.
5. The customer shall only have the right to withhold payments to the extent that their counterclaims are undisputed or have been legally established.
6. The customer's right to offset counterclaims from other legal relationships shall only apply to the extent that they are undisputed or have been legally established.
7. If the customer is in default of payment, we are entitled to demand default interest at a rate of 8% above the base interest rate. We reserve the right to claim higher damages caused by default.

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IV. Delivery Time, Delay in Delivery

1. The commencement of the delivery period specified by us presupposes the clarification of all technical questions, as well as the timely and proper fulfillment of the customer's obligations.
2. In the event of unforeseen obstacles beyond our control which we could not avert despite the care reasonable under the circumstances—regardless of whether they occur at our plant or at a sub-supplier—for example, delays in the delivery of essential raw materials—we are entitled to withdraw from the delivery contract in whole or in part or to extend the delivery period appropriately at our discretion. We have the same rights in the event of strikes or lockouts at our plant or at our sub-suppliers. We will notify our customers of such circumstances without delay.

V. Transfer of Risk

1. Unless otherwise stated in the order confirmation, delivery is agreed “ex works”.
2. The risk passes to the customer when the delivery item has left the factory, even if partial deliveries are made or the supplier has assumed other services, e.g., shipping costs or delivery and installation. Insofar as an acceptance procedure is required, this is decisive for the transfer of risk. It must be carried out immediately on the acceptance date, or alternatively after the supplier's notification of readiness for acceptance. The customer may not refuse acceptance in the event of a non-material defect.
3. At the request of the customer, the shipment will be insured by the supplier at the customer's expense against theft, breakage, transport, fire, and water damage, as well as other insurable risks.
4. From our European and non-European manufacturing partners, we deliver DAP in accordance with Incoterms 2020, as per the written order confirmation.

VI. Default of Acceptance by the Customer

1. If the customer is in default of acceptance or violates other duties of cooperation, we are entitled to demand compensation for the damage incurred by us, including any additional expenses.
2. In the event of default of acceptance, the risk of accidental loss or accidental deterioration of the contractual object/purchased item passes to the customer at the point in time at which the customer falls into default of acceptance.

VII. Retention of Title

1. The supplier retains ownership of the delivery item until all payments—including for any additionally owed ancillary services—from the delivery contract have been received.
2. The supplier is entitled to insure the delivery item at the customer's expense against theft, breakage, fire, water, and other damage, unless the customer has demonstrably taken out the insurance themselves.

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3. In the event of conduct by the customer in breach of contract, in particular default of payment, the supplier is entitled to take back the delivery item after issuing a reminder, and the customer is obliged to surrender it.
4. The customer may neither sell, pledge, nor transfer the delivery item as security. In the event of seizures, confiscations, or other dispositions by third parties, the customer must notify the supplier immediately.

VIII. Warranty for Defects

1. All those parts that turn out to be defective as a result of a circumstance existing prior to the transfer of risk shall be repaired or replaced with defect-free parts at the supplier's discretion. Warranty rights of the customer presuppose that the customer has properly fulfilled their inspection and notification obligations owed under § 377, § 378 HGB (German Commercial Code). The discovery of such defects must be reported to the supplier in writing without delay. Replaced parts become the property of the supplier.
2. After consultation with the supplier, the customer must give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries deemed necessary by the supplier; otherwise, the supplier is released from liability for the resulting consequences. Only in urgent cases where operational safety is endangered or to prevent disproportionately large damage, in which case the supplier must be notified immediately, does the customer have the right to remedy the defect themselves or through third parties and to demand reimbursement of the necessary expenses from the supplier.
3. Insofar as the complaint proves to be justified, the supplier shall bear the direct costs of the repair or replacement delivery, including shipping. Furthermore, the supplier shall bear any necessary installation and removal costs, provided this was part of the original service, as well as the costs of any necessary provision of the required labor, including travel costs, provided that this does not result in a disproportionate burden on the supplier.
4. Within the framework of statutory regulations, the customer has a right to withdraw from the contract if the supplier—taking into account the statutory exceptions—allows a reasonable deadline set for the repair or replacement delivery due to a material defect to expire fruitlessly. If there is only an insignificant defect, the customer is only entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.
5. Further claims are determined exclusively according to Section IX. 2. of these terms and conditions.
6. In particular, no liability is assumed in the following cases: unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical, or electrical influences—unless the supplier is responsible for them.
7. If the customer or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.

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IX. Liability of the Supplier, Exclusion of Liability

1. If the delivery item cannot be used by the customer in accordance with the contract as a result of culpably omitted or incorrect suggestions or advice provided by the supplier before or after the conclusion of the contract, or through the culpable violation of other contractual ancillary obligations—in particular instructions for the operation and maintenance of the delivery item—the provisions of Sections VIII and IX. 2. shall apply to the exclusion of further claims by the customer.
2. For damage that has not occurred to the delivery item itself, the supplier is liable—on whatever legal grounds—only
 - a. in the event of intent,
 - b. in the event of gross negligence on the part of the owner / the executive bodies or senior employees,
 - c. in the event of culpable injury to life, body, or health,
 - d. in the event of defects that they have fraudulently concealed,
 - e. within the scope of a guarantee promise,
 - f. in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used objects.
3. In the event of a culpable breach of essential contractual obligations, the supplier is also liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to the contract-typical, reasonably foreseeable damage. Further claims are excluded.

X. Limitation Period

All claims of the customer—on whatever legal grounds—shall expire in 12 months. For claims for damages according to Section IX. 2 a-d and f, the statutory periods apply. They also apply to defects in a building or for delivery items that have been used for a building in accordance with their usual manner of use and have caused its defectiveness.

XI. Applicable Law, Place of Jurisdiction

1. For all legal relationships between the supplier and the customer, the law of the Federal Republic of Germany governing the legal relationships between domestic parties shall apply exclusively.
2. The place of jurisdiction is the court responsible for the supplier's registered office. However, the supplier is entitled to bring an action at the customer's headquarters.
3. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.