

General terms and conditions of axiss GmbH

Object of a contract

1. Scope of application

(1) The following conditions are part of all concluded contracts in ongoing or prospective business connections with an entrepreneur, a juridical person of public law or with fund under public law. Differing contracts, especially contradictory business connections with customers and suppliers as well as subsidiary agreements always need our agreement in written form to become part of contracts.

2. Accomplishment of a contract

(1) Our offers are nonobligatory. For accepting an order we have a period of two weeks from date of order.

(2) The prizes at the date of order are valid. Our language for contract formation is German.

(3) The contract between purchaser and us is achieved by order of purchaser and our acceptance of the order. You order by telephone, by fax, letter or e-mail. By receiving our order confirmation, the contract is achieved.

3. Prizes

(1) Our prizes are considered strictly net plus VAT without other additional services ex factory Keltern without packing, freight, postage and insurance.

(2) Obvious write or calculation errors can be corrected by us afterwards.

4. Delivery clause

(1) We deliver as announced in our offers. If the ordered item is not available, because of we are not delivered by our suppliers in the absence of fault, we will inform you immediately via telephone or e-mail.

5. Delivery

(1) Delivered goods are to be accepted by customer, even if the goods have unessential defects.

6. Delivery times and terms

(1) Delivery time and dates are only binding after they are expressly in writing form. Delivery time and terms of service starts with the sending of the order confirmation and requires the in time receipt of all of the documents, the purchaser has to deliver, as well as the in time clearance and permission of plans, the needed permissions and clearance as well as the receipt of possible contractually agreed deposits.

(2) As far as conditions in the absence of fault impede, delay or make impossible the execution of accepted orders, we are entitled to delay the delivery for the period of existing obstacles or to step back from contract in part or at whole.

(3) Is there a delay in delivery by customers request, he has to take the costs of stocking in our factory after one (1) month after we have announced the readiness of delivery.

(4) Part-delivery is acceptable and is hold for a standalone trade. Ordered amounts can be delivered in amount more or less for about 10%.

7. Costs of delivery

(1) Unless other agreements, the costs of delivery are strictly at the buyers side. According to the way of shipping, the costs of delivery are calculated in dependence of size, weight and number of packages.

8.Reservation of ownership

(1) Until the fulfillment of all of our claims that we demand of every legal cause against the customer and his allied company now or in future, we remain owner of the goods.

(2) The customer has the right to sell the goods that are subjects to retention of title in correct business. All claims against third party, the customer has to assign to us in advance in the height of the particular invoice value (incl. sales tax). Regardless of this assignment the customer remains entitled to redeem the claims.

(3) The customer has the right, to sell the goods that are subjects to retention of title, in correct business without revealing the already existing title retention. He himself can declare a title retention, without that the ownership is passed over to the purchaser. The claims of the customer of the resale of the goods subject to retention of title are already assigned to us in full height. Is the good subject to retention of title is sold by customer together with other goods, that are not our own, only the claim in height of our invoice value is assigned to us. Are these goods after combination, amalgamation or processing are sold with goods, that are not our own, there is only an assignment only in height of our proportion of joint ownership of the sold item or sold stock. Are the goods subject to retention of title is used by customer for fulfillment of a contract of services or a work and delivery contract, the claims of the customer are assigned to us within the limits of resale. The assigned claims act as financial security the same way as the goods subject to retention of title. Until countermand and as long as the customer is not in default, the customer is entitled to redeem the claims that are assigned to us.

(4) All delivered goods remain in our ownership until of full fulfillment of all claims that are rated to us of the business connection. At ongoing invoice the property subject to retention of title act as security for our current account balance claims. Is the value of existing security exceeding our claims for more than overall 20 percent, we release securities in according height at our choice by customers request.

9. Right of cancellation

(1) Consumers have the right to withdraw a purchase order within 14 days after ordering. The withdrawal doesn't need an explanation and has to be made in writing. (e.g letter, fax, e-mail) To comply with the term, it is suffice to send the withdrawal in time.

Send the withdrawal to:
axiss GmbH,
Felix-Wankel-Str.3, D-75210 Keltern,
Fax 0049-7236-981-402.
e-mail: info@axiss.de

10. Consequences of cancellation

(1) After withdrawal has taken place, goods and services on both sides have to be given back and, as the circumstance requires, purchased utilizations as well. Accrued accomplishments originated up to the time of withdrawal, have to be compensated by customer.

(2) The right to withdraw a purchase order is generally excluded for goods, especially produced and designed for personal needs of the purchaser. Exclusion does not apply, if these specifications are limited to goods produced of standard parts.

11. Warranty

(1) The statute of limitation for legal claims for defects for new goods lasts 24 month after delivery, for used goods 12 months after delivery, as far as the customer is consumer. As far as the customer is reseller, the statute of limitation lasts 12 month after delivery.

(2) It is our choice, for supplementary performance to remove a deficiency or to deliver a deficiency-free good.

(3) Concerning resellers, the costs of removal of a deficiency has to be paid by reseller. The deficiency-free good is send to reseller cost-free. Delivery-costs to end-consumer have to be paid by reseller.

(4) Warranty expires, if the purchaser manipulates and/or repairs devices, or charges persons or services to do so, that are not authorized by axiss GmbH, and the deficiency is caused by manipulation or repair measures.

(5) We grant no warranty for damages and deficiencies caused by improper use, services and storage, careless or missing maintenance or by overstressing.

12. Liability

(1) We are liable for intentional or acts of gross negligence by us or of one of our representatives or agents within the limits of provision of law. Apart from that, we are liable within the limits of product liability law in cases of injuring life, causing bodily harm and damage to health. We also are liable for violation of substantial contractual obligations and as far we suppress a deficiency in a malicious way or provided a guarantee concerning the state of an item to deliver. The compensation claim for violation of substantial contractual obligations is nevertheless limited to predictable contract-typical damages – as far as there is no further case of stringent liability according article 1 or 2.

(2) The regulations of article1 are in effect for all compensation claims. Especially for compensation in addition to obligation and compensation instead of obligation, of whatever legal basis, especially of deficiencies, the violation of duties of obligatory relation or of unlawful act. It is also valid for claims of compensation of unsuccessful expenditures.

(3) The foregoing articles are not changing the burden of proof to the disadvantage of the customer.

13. Protection of privacy / data security

(1) The customer data exclusively and only are used for clearing and settlement of orders and customer care. All customer data are saved and governed under regard of statutory provision of the Federal Data Protection Act, theGerman Teleservices Act and the DSGVO.

(2) The purchaser always has the right of information, of adjustment, blocking and deleting of the saved data.

(3) Individual-related data will not be handed over to third parties without expressly and anytime revocable agreement of the purchaser. Excluded from that regulation are our service partners for executing the order processing.

14. Place of jurisdiction

(1) To this contract only German jurisdiction is applicable.

(2) In business transactions, consumers are not involved in, Pforzheim is exclusively domestic place of jurisdiction, whereby we reserve the right to litigate as well at the domestic place of the customer.

15. Change of the general terms and conditions / reservation of change

(1) We are entitled to unilaterally change these general terms and conditions, insofar as this is necessary for the elimination of retrospective equivalence disturbances or for adaptation to changed legal or technical conditions. We will notify the customer of any change to the last known e-mail address of the customer by notifying the contents of the amended regulations and also announce this change on our website <https://www.axiss.de>.

(2) The change becomes an integral part of the contract if the customer does not contradict us in writing or text form within six weeks after receipt of the notice of amendment of the inclusion in the contractual relationship.

15. Salvatorius clause

(1) If individual provisions of our general terms of sale and delivery are ineffective, the effectiveness of other provisions is not affected. The ineffective provision in whole or in part shall be replaced by a legally valid provision with the same effect.

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