

General terms and conditions of business

1 General

The customer recognizes the following delivery and payment conditions for the present contract and in the present version for all future transactions as binding for him. Any deviating agreement requires written confirmation from PhysiTronik Engineering Office. The customer waives the assertion of his own terms and conditions.

2 Contractual partner and conclusion of contract

The contract is concluded with the acceptance of the order or the offer between PhysiTronik and the customer. The offers of PhysiTronik are non-binding, unless a binding period is expressly declared.

3 Prices

1. The prices indicated are net prices in EURO and do not include the applicable statutory sales tax.
2. The net price of the order confirmation is binding, provided that no technical data is changed by the purchaser or unforeseeable production difficulties occur.
3. The offers are non-binding. The price confirmed for an order cannot be considered binding for a subsequent order.
4. The prices are ex works excluding packaging plus the applicable statutory sales tax.
5. With agreed installation and assembly by PhysiTronik, additional costs required for this such as travel costs, costs for the transport of tools and personal luggage as well as releases.

4 Delivery

1. An agreed delivery period begins with the dispatch of the order confirmation. The delivery deadline is deemed to have been met if the delivery item leaves our company by the end of the deadline or if the customer is informed that the goods are ready for dispatch.
2. If we are not responsible for a delay in delivery, the agreed delivery deadlines are extended by an appropriate period of time in the event of delays due to other obligations of the customer, but at least by the period up to the fulfillment of the obligations of the customer.
3. The delivery takes place with the reservation that we ourselves are supplied on time and correctly. We reserve the right to make partial deliveries that are reasonable for the customer.
4. The specified delivery times are not binding.

5 Shipping and transfer of risk

We reserve the right to choose the packaging, means of transport and type of dispatch, unless the customer makes a determination in good time before the delivery period expires. At the request and expense of the customer, we will insure the delivery against the usual transport risks.

The risk is in any case - also in the case of carriage paid delivery and partial delivery - to the customer as follows,

in the case of deliveries without installation and assembly, when the goods have been shipped or picked up,

in the case of deliveries with installation and assembly, with installation or with commissioning in systems business.

In addition, the risk is transferred to the customer if, for reasons for which he is responsible, there is a delay in shipping, delivery, commencement, installation or assembly, installation or commissioning, or if the customer is in default of acceptance for other reasons device.

6 Payment terms

Payments for deliveries of goods and repair services are due within 10 days of the invoice date, at the latest upon receipt of the delivery or service without deduction and free of charge to our payment office. We reserve the right to separately invoice partial deliveries from an overall order.

For all means of payment, the day of payment is the day on which we can freely dispose of the amount due without reservation. If the customer is in default of payment, we are entitled to demand the statutory default interest. We are entitled to demand proof of higher damages. The customer is entitled to prove that no damage or less damage has occurred as a result of the default in payment.

The customer may only offset against recognized or legally binding claims. The customer is only entitled to rights of retention if they originate from the same contractual relationship.

7 Reservation of ownership

The goods remain the property of PhysiTronik until all claims arising from the business relationship with the purchaser have been settled. Prior to this, pledging and transfer of ownership by way of security is prohibited.

Resale is only permitted for resellers in the ordinary course of business and only on the condition that the reseller receives payment from his customers or asserts the reservation that ownership is only transferred to the customer when he has paid the price in full. In the event of resale, the purchaser assigns his future purchase price claims as a precaution when the transaction is concluded, without the need for a special declaration.

The purchaser must inform PhysiTronik in writing of the access of third parties to the goods subject to retention of title or to the claims assigned to PhysiTronik and must support PhysiTronik in every way in its intervention. The purchaser shall bear the costs of such intervention.

If the customer violates obligations incumbent upon him, in particular if he defaults on payment, we shall be entitled - after a reasonable deadline set for the customer to perform has expired without success - to take back the performance or to withdraw from the contract at our discretion. In both cases the customer is obliged to surrender the goods. If we limit ourselves to taking back the goods, this shall expressly not constitute a withdrawal from the contract.

8 Warranty

If one of our brand-new products shows a material defect at the time of transfer of risk or if this defect occurs within the limitation period and is due to a cause already existing at the time of transfer of risk, we will remedy the defect - at our discretion - by free repair or new delivery or new performance.

The warranty period is 12 months from the date of receipt of the delivery. The customer is obliged to notify us immediately of any material defects and to give us the opportunity to remedy them within a reasonable period of time. If the supplementary performance fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.

Returns for the purpose of supplementary performance must be cleared by the customer. We will reimburse the customer for any transport costs incurred for this purpose upon proof in accordance with the statutory provisions.

If it turns out during the inspection of an alleged material defect that the product is free of defects and if we are able to document that the product is free of defects to the customer, we are entitled to a lump-sum expense allowance of 85.00 EUR plus VAT for the documented inspection steps, unless the customer can prove that there was a defect. In this case, the customer shall also bear the costs of the return shipment.

We are not liable for improper modifications or repairs by the customer or third parties.

9 Copyrights and property rights

1. Unless otherwise agreed, PhysiTronik is only obliged to make the delivery free of industrial property rights and copyrights of third parties (hereinafter: property rights) in the country of the place of delivery. If a third party raises justified claims against the customer due to the infringement of property rights through deliveries made by PhysiTronik and used in accordance with the contract, PhysiTronik is liable within the period specified in paragraph 8 as follows:

- a) PhysiTronik will, at its option and at its own expense, either obtain a right of use for the deliveries concerned, change them so that the property right is not violated, or replace them. If this is not possible for PhysiTronik under reasonable conditions, the customer is entitled to the statutory right of withdrawal or reduction in price.

b) The aforementioned obligations of PhysiTronik shall only apply if the purchaser immediately notifies PhysiTronik in writing of the claims asserted by third parties, does not acknowledge an infringement and all defence measures and settlement negotiations are reserved to PhysiTronik. If the purchaser ceases to use the delivery for reasons of mitigation of damage or other important reasons, he shall be obliged to point out to the third party that the cessation of use does not imply any acknowledgement of an infringement of property rights.

c) Claims of the purchaser are excluded, as far as he is responsible for the violation of property rights. Claims of the purchaser are further excluded if the infringement of the property right is caused by special specifications of the purchaser, by an application not foreseeable by PhysiTronik or by the fact that the delivery is modified by the purchaser or used together with products not supplied by PhysiTronik. In particular, the orders are executed according to the drawings, sketches or other information provided by the purchaser and are not to be checked by PhysiTronik with regard to third party property rights. If the execution of such orders results in an infringement of third party property rights, the purchaser shall bear any damage incurred by PhysiTronik as a result of the infringement, unless the infringement was obvious.

2. In the event of other defects of title, the provisions on material defects shall apply accordingly.

3. Further or other claims of the purchaser against PhysiTronik or its vicarious agents due to a defect of title other than those regulated in this article are excluded.

10 Impossibility and other claims for damages

In the event of an impossibility of delivery for which we are responsible, the customer is entitled to demand compensation. Except in cases of willful misconduct, gross negligence, injury to life, limb and health, in which we are strictly liable, our liability is limited to 10% of the value of that part of the delivery that cannot be put into appropriate operation due to impossibility. This does not affect the customer's right to withdraw from the contract.

All other claims for damages and / or reimbursement of expenses not listed in the preceding paragraphs - regardless of the legal reason - are excluded, unless we are liable under the Product Liability Act, in cases of willful intent or gross negligence, injury to life, body and health or essential contractual obligations imperative.

In cases of violation of essential contractual obligations, however, our liability is limited to contract-typical and foreseeable damages.

A change in the burden of proof to the disadvantage of the customer is not associated with the above regulations. The period of limitation in paragraph 8 shall apply accordingly; the statutory limitation provisions shall apply to claims for damages under the Product Liability Act.

11 Special provisions for end users

A customer has the right to revoke his declaration of intent leading to the conclusion of the contract within 2 weeks in writing, by email or by returning the goods, without giving reasons, if the contract was not concluded with the simultaneous physical presence of the contracting parties. Timely dispatch suffices to meet the deadline.

When returning goods, the customer shall bear the costs of returning the goods to PhysiTronik if the price of the goods to be returned does not exceed EUR 40.00 or - in the case of a higher price - the customer has not yet provided the consideration or a partial payment at the time of cancellation. This does not apply if the delivered goods do not correspond to the ordered goods.

Excluded from a right of revocation are contracts for goods that have been manufactured according to customer specifications or clearly tailored to the personal needs of the customer or are not suitable for return due to their special nature.

The recipient of the revocation is PhysiTronik Engineering Office: info@physitronik.de.

12 Validity

The contract remains binding in its remaining parts even if individual points are legally invalid.

13 Place of jurisdiction

German law applies to all disputes arising from the contractual relationship. The place of jurisdiction is Berlin/Germany.