



General Terms and Conditions

Lenz Laborglas GmbH & Co. KG

Am Ried 8, 97877 Wertheim
+49 (0) 93 42 96 09-0
info@lenz-laborglas.de
www.lenz-laborglas.de

Wertheim, July 2024

General Terms and Conditions of Lenz Laborglas GmbH & Co. KG

1. General conditions

- 1.1 These General Terms and Conditions only apply to business transactions with entrepreneurs.
- 1.2 These terms and conditions apply to the contract with our customers; other terms and conditions shall not become part of the contract, even if we do not expressly object to them. The customer may only invoke ancillary agreements prior to and upon conclusion of the contract if they are confirmed immediately in text form. Our General Terms and Conditions shall also apply to all future business relationships, even if they are not expressly agreed again.
- 1.3 Our offers are subject to change; we reserve the right to make technical improvements to our products. We may process and store data important for the fulfilment of the contract on computer.
- 1.4 Offsetting or retention by the customer is only permitted with undisputed or legally established counterclaims.
- 1.5 The place of fulfilment is our factory in Wertheim. The place of jurisdiction is, at our discretion, Wertheim/Mosbach or the court responsible for the customer's registered office. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

2. Estimates/preliminary work

- 2.1 If the customer wishes a binding price quotation, a cost estimate in text form shall be required; this shall list the work and the materials required for the production of the work in detail and include the respective price. We shall be bound by this cost estimate for a period of 4 weeks after its submission.
- 2.2 Preliminary work such as the preparation of project planning documents, plans and drawings requested by the customer shall be subject to remuneration by agreement.

3. Risk, Delivery, Packing

- 3.1 The risk shall pass to the customer when the delivered goods leave our works, even if we are responsible for despatch.
- 3.2 In the case of call-off orders, the customer must accept the total quantity within 6 months of conclusion of the contract. If the customer is in default of acceptance or is otherwise responsible for a delay in despatch, we may store the products at the customer's risk and expense. After setting and fruitless expiry of a grace period for acceptance of the products, we may withdraw from the contract and demand compensation instead of performance. Further rights remain unaffected.
- 3.3 We do not take back packaging. The customer shall be responsible for its disposal.
- 3.4 Delivery is always made in packaging units (PU) in accordance with the valid price list. In the case of delivery within 5 working days or order values of up to € 500.00, our invoice shall also be deemed to be the order confirmation. We are authorised to make partial deliveries.

4. Delivery period, delay

- 4.1 Delivery dates and deadlines are only binding if they have been agreed with the customer or confirmed by us in text form. Delivery times are ex works. They shall only begin to run after clarification of the technical questions still open at the time of conclusion of the contract, after receipt of documents to be procured by the customer and/or agreed advance payments and production releases. We reserve the right to correct and timely self-delivery. We shall inform the customer immediately of the non-availability of the delivery item.
- 4.2 In the case of payments by SEPA direct debit, the deadline for information on the collection of a due payment (prenotification) shall be deemed to have been met if this is given at least one day before the debit is made.
- 4.3 Force majeure, as well as strikes, lockouts, operational disruptions, supply shortages and/or delayed/failed delivery by upstream suppliers for which we are not responsible shall extend the delivery periods by the delay caused thereby. The same applies in the case of additional or modified services requested by the customer.
- 4.4 We shall only be in default of delivery following a reminder from the customer with a reasonable grace period. Claims for damages are excluded, unless otherwise stated in these terms and conditions.
- 4.5 Our liability for damage caused by delay on the part of the customer is limited to the damage caused by delay typically foreseeable by us when the contract was concluded. Otherwise, it is limited to 15% of the value of the delayed part of our delivery/service. The limitations shall not apply in the event of intent or gross negligence and/or injury to life, limb or health.

5. Conditions of payment

- 5.1 Our prices are exclusive of statutory VAT and apply ex works. If there are more than 4 months between conclusion of the contract and delivery, we may, in accordance with § 315 BGB (German Civil Code) and at our reasonable discretion, demand a surcharge for our increased costs up to delivery. Our daily price shall apply to call-off orders.
- 5.2 We may demand surcharges for small quantities. For domestic deliveries of goods with a value of less than € 200.00, these shall be € 20.00 and for deliveries abroad with a value of less than € 300.00 : € 30.00.
- 5.3 The customer shall bear the costs of transport, packaging and insurance.
- 5.4 Unless otherwise agreed, invoices are due for payment immediately without deduction.
- 5.5 In the case of initial transactions as well as in the event of default in payment and/or justified doubts about the creditworthiness of the customer, we may make each individual delivery dependent on its advance payment or the provision of security in the amount of its invoice amount. In the event of default, we may demand immediate payment of our other outstanding claims.
- 5.6 If the customer exceeds the payment deadline, we reserve the right to claim damages for default. During the period of default, the customer shall pay interest on the debt at a rate of 10% above the base rate. We reserve the right to prove and assert a higher damage caused by default against the customer.
- 5.7 Our payment claims against entrepreneurs shall become time-barred after 5 years.

6. Reservation of proprietary rights

6.1 The delivered goods shall remain our property until they have been paid in full without restriction. If we have further claims against the customer, this retention of title shall remain in force until they have been paid.

6.2 The customer may not combine goods subject to retention of title with other items to which third party rights exist before they have been paid for in full. If the delivered goods are combined with other items, we shall become co-owner of the new overall item. Our co-ownership share is based on the ratio of the invoice value of the reserved goods to the delivery value of the overall item.

6.3 The customer may only resell goods subject to retention of title (clauses 6.1 without restriction. If we have further claims against the customer, this retention of title shall remain in force until they have been paid.

6.2 The customer may not combine goods subject to retention of title with other items to which third party rights exist before they have been paid for in full. If the delivered goods are combined with other items, we shall become co-owner of the new overall item. Our co-ownership share is based on the ratio of the invoice value of the reserved goods to the delivery value of the overall item.

6.3 The customer may only resell goods subject to retention of title (clauses 6.1 and 6.2) – in the ordinary course of business – if he has not assigned, pledged or otherwise encumbered his claims arising from the resale. The customer assigns to us in advance as security the claims against his customers arising from the sale of goods subject to retention of title in the amount of our invoice for the goods subject to retention of title. As long as the customer is not in arrears with payment for the reserved goods, he may collect the assigned claims in the ordinary course of business. However, he may only use the proportionate proceeds to pay us for the goods subject to retention of title.

6.4 At the customer's request, we shall release securities of our choice if and to the extent that the nominal value of the securities exceeds 120% of the nominal value of our outstanding claims against the customer.

6.5 In the event of default of payment, we shall be entitled to demand the return of our reserved goods still held by the customer without cancellation and to collect the assigned claims ourselves. In order to establish our rights, we may have the relevant documents/books of the customer inspected by a person bound to professional secrecy.

6.6 The customer must inform us immediately of any seizure/confiscation of the reserved goods.

7. Liability for defects

7.1 We shall be liable for ensuring that our delivered goods are free of defects upon transfer of risk. Their owed quality, durability and use are based exclusively on our written specifications, product description and/or operating instructions. Additional information, in particular in preliminary discussions or advertising as well as industrial standards referred to, shall only become part of the contract if expressly included in text form. Insignificant deviations from the agreed quality or insignificant impairments of usability are irrelevant. If the customer wishes to use the delivered goods for purposes other than those agreed, he must carefully check the suitability and/or admissibility as well as product safety on his own responsibility prior to their distribution or use. Our liability is excluded for any usability not expressly confirmed by us in text form. Our liability for materials or constructions prescribed by the customer is also excluded; in this respect we have no special duty of inspection.

7.2 If the customer uses the delivered goods with environmentally harmful, toxic, radioactive or otherwise hazardous substances, he must clean them before returning them to us. Any necessary costs for decontamination/cleaning and waste disposal shall be reimbursed to us by the customer.

7.3 Subsequent fulfilment is, at our discretion, either rectification of defects or delivery of defect-free goods. The customer shall bear any increased expenses for subsequent fulfilment incurred due to the fact that the delivered goods have been taken to a place other than the agreed place of fulfilment after delivery.

7.4 The customer must carefully inspect the delivered goods immediately upon receipt – also for product safety – and report obvious defects immediately in text form, hidden defects immediately upon discovery. The customer must notify the carrier of any transport damage as soon as possible. Failure to comply with the obligation to inspect and give notice of defects shall exclude the customer's claims for defects.

7.5 We shall not be liable for the consequences of improper handling, use, maintenance or operation of the delivered goods by the customer or his assistants (in particular also in the event of non-compliance with the operating instructions) as well as normal wear and tear (e.g. of pistons, seals and valves). Furthermore, we are not liable for breakage of glass and ceramic parts due to mechanical impact and/or the consequences of chemical, electrotechnical or electrical influences.

7.6 Our liability for slight negligence is limited to claims for injury to life, body and health, from the Product Liability Act and from culpable breach of essential contractual obligations which jeopardise the purpose of the contract. Our liability for slightly negligent breach of material contractual obligations shall be limited to the damage typically foreseeable by us at the time of conclusion of the contract.

7.7 Claims for defects against us shall lapse 2 years after delivery of the defective part to the customer, claims arising from breach of ancillary obligations and/or claims for compensation for material or financial losses not incurred on the delivered goods themselves 1 year after delivery of the defective part to the customer. The limitation period for goods delivered as replacements or repaired goods shall also end at the end of the limitation period for the original goods delivered. The limitation of the limitation period shall not apply in the event of fraudulent intent, wilful intent or gross negligence or claims under the Product Liability Act and damage resulting from injury to life, limb or health. §§ Sections 438 para. 1 no. 2 BGB (items for buildings) and 479 para. 1 BGB (recourse claims of the entrepreneur) also remain unaffected.

8. Spare parts

If we are obliged to keep spare parts, this is limited to a period of 5 years from delivery.

9. Product observation duty

The customer must inform us immediately of all findings relating to product safety in connection with the delivered goods, in particular of cases of damage, customer complaints relating to product safety and publications. The customer must document which end users have which delivered goods of a certain series in order to be able to effectively carry out any necessary product safety measures (e.g. recalls).

10. Industrial proprietary rights, secrecy

10.1 We reserve ownership and all industrial property rights and copyrights to our designs, samples, illustrations, technical documents, cost estimates or offers. The customer may only use the designs etc. in the manner agreed with us. He may not produce the delivered goods himself or have them produced by third parties without our consent in text form.

10.2 If we deliver goods according to designs specified by the customer, the customer shall be liable to us for ensuring that industrial property rights and other rights of third parties are not infringed. The customer shall compensate us for any damage resulting from the infringement of such rights.

10.3 The customer must keep secret from third parties all knowledge obtained from the business relationship with us that is not in the public domain.