

1. Offers made by Ascutech sales are subject to change without notice and are non-binding. A written order from the Customer and a written order confirmation from Ascutech sales shall be required for the conclusion of a contract. All orders shall be based on the agreements set out in Ascutech sales's written order confirmation and otherwise exclusively on Ascutech sales's General Terms and Conditions of Sale. Conflicting General Terms and Conditions of the Customer shall not apply. By placing the order, the customer agrees to the exclusive application of Ascutech sales's General Terms and Conditions of Sale.
2. All prices are net prices and are exclusive of any taxes, customs duties, etc. which may be incurred by law.
- 3.1 The deliveries and the transfer of ownership of the goods by Ascutech sales shall be based on the Incoterms listed in Ascutech sales's written order confirmation. Currently, the Incoterms 2020 shall apply to the deliveries of Ascutech sales.
- 3.2 Ascutech sales reserves the right to deliver the goods ordered by the Customer in partial deliveries, unless otherwise agreed in the written order confirmation. Each partial delivery constitutes an independent partial fulfilment of the order, which is subject to payment.
- 3.3 The customer's order shall be deemed to have been fulfilled and the customer shall be obliged to accept the goods if Ascutech sales has produced the ordered goods to the extent of the order confirmation within a tolerance margin of +/- 10 % of the ordered quantity. This shall apply accordingly in the case of partial deliveries announced by Ascutech sales in accordance with Clause 3.2.
- 4.1 Any dispatch or delivery periods stated in the order confirmation shall be non-binding, irrespective of whether a specific date has been stated in the written order confirmation, unless the date is marked "binding".
- 4.2 Delays in deliveries or partial deliveries caused by labour disputes or difficulties of any kind, such as insufficient labour, accidents, breakdowns of machinery or equipment, failure of the usual sources of supply of materials, government controls, restrictions of any kind (e.g. also due to epidemics, diseases) or failure of means of transport, war, armed conflict, insurrection, embargo, blockade, fire, force majeure or other unforeseen events beyond Ascutech sales's control, shall not give rise to any liability on Ascutech sales's part, in particular for delays in deliveries or transport.
- 5.1 If it is confirmed in Ascutech sales's written order confirmation that the prices include the costs of transport of the goods from Ascutech sales to the Customer or another specified place, Ascutech sales reserves the right to determine the means and route of transport for the transport to be paid by it. Should the Customer request a different means of transport, Ascutech sales shall only use this means of transport or a more costly transport route if the Customer has undertaken to bear all additional costs associated therewith.
- 5.2 Ascutech sales shall carry out partial deliveries using the possible means of transport available to Ascutech sales.
- 6.1 The terms of payment contained in the written order confirmation shall apply.
- 6.2 Should the Purchaser be in arrears with the payment of a partial delivery or delivery or should doubts have arisen on the part of Ascutech sales as to the solvency of the Customer, Ascutech sales may refuse a further delivery or further partial delivery unless the Customer pays the outstanding total amount in advance in accordance with Ascutech sales's written order confirmation.
- 6.3 The Customer shall only be entitled to withhold payments to the extent that its counterclaims are undisputed or have been legally established.
- 6.4 The Customer shall only be entitled to offset counterclaims from other legal relationships to the extent that they are undisputed or have been established by a court of law.
7. Unless otherwise stipulated in Ascutech sales's written order confirmation, Ascutech sales shall not grant any guarantees, assurances or similar regarding the quality of the goods. Any guarantee/warranty of merchantability and suitability of the goods for a particular purpose shall also be excluded. Ascutech sales warrants that the goods delivered are of the type specified in the written order confirmation.
8. The Customer shall be deemed to have accepted the delivered goods as being in accordance with the contract unless:
 - (a) within 28 days of the date of delivery of our products, the Customer notifies Ascutech sales in writing of any defect or other failure of the product to conform with the contract (which would be apparent upon reasonable inspection and testing of the delivered goods within 28 days);
 - (b) or the Customer notifies Ascutech sales in writing of any defect or other failure of the delivered goods to conform with the Contract within a reasonable time where the defect or failure would not be so apparent within 28 days of the date of delivery, failing which the Customer shall not be entitled to reject the delivered goods and Ascutech sales shall have no liability for such defect or failure, and the Customer shall be bound to pay the contract price as if the delivered goods had been delivered in accordance within the contract.
- 8.1 Goods, once delivered, may not be returned unless their return is agreed in advance in writing by the Client, and subject to the following conditions:
 - (a) Goods are returned in a new and unused condition;
 - (b) any packaging remains unbroken and in reasonable condition
 - (c) returns are made within 8 weeks of delivery of the Goods.
 - (d) returned Goods shall be accompanied by a written record of invoice number, date and a note of reasons for their return.
- 8.2 Ascutech sales shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods, nor will any delay entitle the Client to terminate or rescind the order.
- 8.3 Ascutech sales shall exclusively supply replacements for parts of the delivered goods which prove to be defective as a result of a circumstance occurring prior to the transfer of risk. Claim value is limited to the value of delivered goods. Ascutech sales will not bear cost for consequential losses.
- 8.4 The Customer shall only be entitled to withdraw from the contract within the framework of the statutory provisions if Ascutech sales allows a reasonable period set for the replacement delivery due to a material defect to expire fruitlessly. A reasonable period is a period of 90 days. If there is only an insignificant defect, the Customer shall only be entitled to a reduction of the purchase price. Otherwise, the right to reduce the purchase price shall be excluded.
- 8.5 Ascutech sales shall bear - insofar as the Customer's complaint proves to be justified - the expenses necessary for the purpose of replacement delivery, insofar as this does not result in a disproportionate burden on Ascutech sales. Insofar as the expenses are increased by the fact that the Customer has taken the goods to a place other than the place of performance after delivery, the additional costs incurred thereby shall be borne by the Customer.
- 8.6 If the Customer or a third party improperly repairs the goods, Ascutech sales shall not be liable for the resulting consequences. The same shall apply to changes made to the delivered goods without the prior consent of Ascutech sales.
9. All claims of the customer - for whatever legal reasons - shall become statute-barred after 12 months, insofar as this is legally permissible. This shall also apply to the limitation of recourse claims in the Customer's supply chain, e.g., pursuant to Section 445b (1) of the German Civil Code (BGB). Any suspension of expiry, such as pursuant to § 445b para. 2 BGB, shall remain unaffected. The statutory time limits shall apply to claims for damages pursuant to clause 8 (with the exception of warranty commitments).
- (10) The assignment of any claims of the Customer against Ascutech sales arising from agreements about which a written order confirmation of Ascutech sales is available shall be excluded unless Ascutech sales has agreed to the assignment in writing.
- (11) All legal relationships between Ascutech sales and the Customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic German parties.

The place of jurisdiction shall be the court responsible for Ascutech sales's registered office. However, Ascutech sales shall be entitled to bring an action at the Customer's principal place of business.