

Issue: 28th May 2024

1. General

The following Standard General Terms and Conditions apply to all business transactions with INNOTERE GmbH ('INNOTERE') unless any other agreement has been made in writing.

By issuing the order, the purchaser acknowledges the terms and conditions set out here below.

The purchasing conditions of the purchaser do not place INNOTERE under any obligation, even if INNOTERE does not expressly object to them. These Standard General Terms and Conditions shall apply exclusively, even if the purchaser's order contains restrictions or supplements, which are contrary thereto.

2. Prices

Prices quoted by us are non-binding. They are in EUROS strictly net, plus VAT, the latter being itemised separately in the invoice at the statutory rate current on the invoice date. Packaging costs are not included in the price unless this is stated in the order confirmation.

We reserve the right to raise our prices by a reasonable amount if our costs increase after conclusion of the contract, in particular because of wage settlements or increases in material prices.

At the customer's request, the prices quoted by us are also shown in the corresponding national currency which may be subject to fluctuations. The exchange rate for the local currency is determined on a daily basis.

3. Ordering

Our quotations are always non-binding unless a commitment period has been expressly agreed.

Quotations and orders shall not become legally binding until they have been confirmed by INNOTERE unconditionally in writing or, as the case may be, fulfilled by forwarding the goods.

Special requirements or specifications are to be reiterated in each order. Orders from private individuals cannot be accepted.

4. Deliveries

Delivery times quoted by us in quotations and order confirmations are non-binding.

In all cases goods are despatched at the purchaser's risk. The risk passes over to the purchaser as soon as they leave the INNOTERE warehouse ('EX WORKS'). Extra costs incurred by special packaging or despatch requirements shall be invoiced to the purchaser separately.

The delivery period shall be extended by a reasonable amount as soon as INNOTERE is hindered in the fulfilment of its obligations by unforeseeable circumstances. These include stoppages, transport problems etc. If a delivery becomes impossible due to such a circumstance or due to strike or lockout, INNOTERE shall be released from its obligation to deliver.

Our obligation to deliver shall be in abeyance for as long as the purchaser is in default of payment.

5. Complaints, warranty, liability

On receipt of the goods, the purchaser shall immediately inspect them to see whether they correspond in terms of quality and quantity to what was contractually agreed. Complaints about defects that can be ascertained in the correct and proper inspection of the goods, and about deliveries of goods or quantities other than those ordered, must be made within 10 days of receipt of the goods. Notice of hidden defects is to be given as soon as they are discovered. If the purchaser fails to issue a complaint in due time, the goods are deemed to have been accepted by him in terms of their quality and quantity. Goods about which a complaint has been made do not release the purchaser from his obligation to make payment. Such goods may only be returned with the express agreement of INNOTERE. If the purchaser has justifiably complained in due time about defects or the delivery of goods other than those ordered, the goods shall at our discretion either be replaced, or they shall be taken back and the purchase price reimbursed. If replacement goods are delivered but are also defective, INNOTERE grants the purchaser the right to cancel, or call for a reduction in the purchase price. In the case of shortages about which a complaint has been issued in due time, INNOTERE shall have the choice between subsequent delivery and issuing a credit note as appropriate. INNOTERE shall be liable for intent and gross negligence in accordance with the currently applicable statutory provisions. As for ordinary negligence, INNOTERE shall only be liable if in breach of a contractual obligation that is material to the achievement of the aim of the contract and the fulfilment of its purpose (cardinal duty). There shall be no further liability, in particular for lost profit or consequential loss or damage resulting from a defect.

The statutory liability for personal injury and in accordance with the German Product Liability Act (ProdHaftG) shall remain unaffected by this.

6. Terms of payment

Obligations to make payment for deliveries of goods are to be fulfilled without deduction within 30 days of the date of the invoice, unless otherwise agreed. An obligation to make payment is deemed to have been fulfilled as soon as the invoiced amount has been credited to the bank account of INNOTERE. In cases of default of payment, we shall have the right to charge interest for default at 9% p.a. above the currently applicable base rate of the Deutsche Bundesbank. INNOTERE keeps the right to demand prepayment, down payments or guarantees. If periods allowed for payment have not been adhered to, or if there are doubts about the ability of the purchaser to make payment, advance payments or guarantees may likewise be requested and all claims arising under the business relationship brought forward to fall due immediately.

7. Retention of title

Goods supplied remain the property of INNOTERE until such time as all claims from current business dealings have been settled in full.

8. Non-binding advice

We provide our customers with technical advice on applications to the best of our knowledge and belief within the scope of the possibilities we have, but said advice is non-binding.

Our proposals do not discharge our customer from the need to investigate our products on his own responsibility as to their suitability for the purpose or purposes for which he intends to use them.

9. Industrial property rights

No licence to any of our industrial property rights is associated with the purchase of our products. We hereby draw express attention to the fact that the export of our goods could lead to infringements against third-party patent or trademark rights. We do not accept any liability in such cases.

10. Information on the purity and suitability of chemicals

The chemical products supplied by us conform to the specifications stated on the label. The purchaser himself must however verify their suitability for any products he intends to make from them (e.g. by means of a pyrogenic test), and comply with the relevant statutory regulations.

No responsibility shall be assumed by INNOTERE for the use of our chemical products in pharmaceutical, medical, cosmetic or food preparations, if we have not expressly declared said application to be approved in our catalogues or given our approval of it after having carried out an appropriate investigation.

11. Data protection

We have the right to store customer data within the scope of the statutory regulations – in particular the new German Data Protection Act (BDSG-neu) – and to process such data internally. All personal data gathered from our customers are treated confidentially. The data necessary to the carrying out of the business transaction shall be stored and only passed on to delivery agents to the extent necessary in the context of fulfilling the order. Under no circumstances shall data thus gathered be sold or passed on to third parties for any other reason.

12. Saving clause

If any of the above provisions should be or become invalid, this shall not affect the validity of the remaining provisions.

13. Applicable law

The contractual relationship shall be subject to the law of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. With each order he issues, the purchaser acknowledges all the clauses of these Standard General Terms and Conditions.

14. Place of performance, legal domicile

Unless any other contractual agreement has been made, the place of performance for all claims arising from the contractual relationship between the customer and INNOTERE shall be the registered office of INNOTERE.

As far as it is legally permissible, the registered office of INNOTERE shall be the exclusive legal domicile for all disputes arising directly or indirectly from the contractual relationship.

Radebeul, 28th May 2024

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