

Terms and Conditions of GUDE Systems GmbH

Scope of Application

All of our services and legal transactions are based exclusively on these terms and conditions. They are valid for all future business connections without newly given consent. By placing an order, Buyer agrees upon these terms and conditions. Reconfirmations of Buyer referring to his terms and conditions shall be excluded. Modifications of these terms and conditions shall not be valid except by our written approval.

Deficiencies and Liability

Delivered goods shall be inspected promptly at the place of receipt. Delivery shall be deemed to be accepted, if no written notice of faulty performance describing the deficiencies has reached us within a period of 14 days. Unless the customer is a consumer, we have the right of remedy or replacement. As far as lawful, our liability is restricted to the value of delivered goods. Claims exceeding this liability, in particular claims of consequential damages, are formally excluded, as far as not inalienable by law. The delivered goods and rendered services are free of third party patent rights as far as we know. However this is not guaranteed and liability is therefore impossible.

Warranty

Warranty for products of GUDE Systems GmbH lasts for a period of 24 months, unless it has been agreed upon a longer period in individual cases. Warranty shall be omitted in cases of product alteration or faulty or negligent installation, handling, reparation or use under improper conditions of the product by customer or third parties, unless the customer proves that these circumstances are not casual for the malfunction.

Jurisdiction

Venue for all disputes arising out of or in connection with this agreement shall be Cologne, Germany. German law shall apply for all terms of agreement to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Miscellaneous

We reserve the right to modify product specifications, if it serves technological progress. The technical data provided are specifications of our products, not assured characteristics. If any provision of the agreement is found to be invalid or unenforceable, the remaining provisions shall stay unaffected and in force.

