

General Terms and Conditions of Sale

GeBE Elektronik und Feinwerktechnik GmbH · Industriestraße 9 · 82110 Germering · Germany

Version: 1 October 2026. This version replaces the General Terms and Conditions of 9 March 2009. This translation is provided for information only; the German version is legally binding.

Important information: Our offer is directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. We do not supply consumers.

1. Scope

1.1 GeBE Elektronik und Feinwerktechnik GmbH (hereinafter "GeBE" or "we") sells and delivers exclusively on the basis of the following terms. They apply to all present and future sales contracts and deliveries with the customer in the version valid at the time the contract is concluded, even if we do not refer to them again in later contracts.

1.2 Conflicting, supplementary or deviating purchasing or other terms and conditions of the customer do not become part of the contract, even if the customer bases its order on them or we deliver in knowledge of them, unless we expressly agree to their validity in writing.

1.3 Individual agreements made with the customer in a specific case take precedence over these terms. Subject to proof to the contrary, a written contract or our written confirmation is decisive for their content. For the purposes of these terms, the written form also includes text form (e.g. e-mail).

1.4 Should individual provisions of these terms be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the statutory provisions.

2. Offers

Our offers are subject to change and non-binding unless otherwise stated in a written individual offer.

3. Orders

3.1 The customer's order is a binding offer. We may accept it within two weeks of receipt. The contract is only concluded upon our written order confirmation. In the case of immediate delivery, the invoice also serves as order confirmation.

3.2 Call-off orders: If not all delivery dates of a call-off order are fixed at the time of the order confirmation, the customer must take delivery of the entire order volume no later than one year after the date of the order confirmation. We confirm deviating agreements in writing with the order confirmation.

4. Delivery time and force majeure

4.1 The delivery period begins on the first working day on which all commercial and technical requirements for executing the order have been met, any necessary approvals have been granted and any agreed down payment or advance payment has been received by us. Changes requested by the customer may extend the delivery period. The delivery period is deemed to have been met if the delivery item has left our factory or readiness for dispatch has been notified by the time it expires.

4.2 If timely delivery is prevented by force majeure or other events for which we are not responsible, such as operational or production disruptions, difficulties in procuring materials, labour shortages, strikes, lockouts, riots, pandemics or official measures, at our premises or at a supplier, the delivery period shall be extended by the duration of the hindrance plus a reasonable start-up period. We will inform the customer without undue delay of the beginning and the expected duration of the hindrance.

4.3 If such a hindrance lasts longer than three months, both parties are entitled to withdraw from the contract in whole or in part. We will refund any consideration already provided by the customer without undue delay. There are no claims for damages due to a hindrance for which we are not responsible.

4.4 In the event of a delay in delivery, the customer may withdraw from the contract after a reasonable grace period set by the customer has expired. Claims for damages due to delay are governed by Section 11.

5. Changes to technical specifications

We reserve the right to make changes that do not significantly affect the technical specifications or that serve technical progress without separate notice, provided they are reasonable for the customer.

6. Prices, shipping, packaging and insurance

6.1 Unless otherwise agreed, our prices are net ex works Germering, plus packaging, freight, expenses, customs duties, transport insurance and statutory VAT. Prices and invoices are in euros.

6.2 If our costs change after the contract has been concluded, in particular for materials, energy or wages, or if the customer exceeds the term of a call-off order, we reserve the right to adjust prices accordingly.

6.3 The minimum order value is EUR 50.00 net. If the order value is lower, we are entitled to charge the minimum order value.

6.4 Partial deliveries are permitted insofar as they are reasonable for the customer. For custom-made products, a quantity deviation of 3%, but at least 2 units, is permitted.

6.5 The risk passes to the customer when the goods are handed over to the forwarder, carrier or other person designated to carry out the shipment, at the latest when they leave our factory. If the goods are ready for dispatch and shipment is delayed for reasons for which the customer is responsible, the risk passes upon receipt of the notification of readiness for dispatch.

6.6 Without a written order, we generally deliver cash on delivery. We only take out transport insurance at the customer's request and expense.

6.7 We take back packaging in accordance with the German Packaging Act (VerpackG). Unless otherwise agreed, packaging is to be returned to our factory in Germering at the customer's expense. The forwarder is not obliged to take back packaging.

7. Payment

7.1 Unless otherwise agreed, our invoices are due for payment immediately upon receipt of the goods without deduction. Payment is deemed to have been made when the full amount is at our disposal.

7.2 In the case of invoicing and payment in a foreign currency, we are entitled to demand, instead of the invoice amount, the amount required to obtain the euro amount resulting from the exchange rate on the day of the order confirmation.

7.3 If the customer defaults on payment, we charge default interest at the statutory rate (Section 288(2) BGB, currently 9 percentage points above the respective base interest rate) and the lump sum pursuant to Section 288(5) BGB. We reserve the right to claim further damage caused by default. Our claim to commercial interest on maturity vis-à-vis merchants (Section 353 of the German Commercial Code, HGB) remains unaffected.

7.4 The customer may only set off claims that are undisputed, have been legally established or are ready for decision, or that are reciprocal to our claim. The customer may only exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

7.5 We are entitled to check the customer's creditworthiness using customary means. If this gives rise to justified doubts about the customer's ability to pay, or if the customer's financial situation deteriorates significantly, we may revoke granted payment terms and carry out outstanding deliveries only against advance payment or cash on delivery.

7.6 Granted payment terms lapse and all our claims become due immediately if the customer defaults on a payment, fails to honour cheques, revokes direct debit mandates or stops its payments. In such cases, we are entitled under the statutory provisions to withdraw from the contract and to demand the return of the goods delivered subject to retention of title.

8. Retention of title

8.1 The goods delivered remain our property until all our claims arising from the business relationship with the customer have been paid in full (reserved goods). In the case of payment by cheque or bill of exchange that we have not expressly accepted in lieu of performance, the retention of title continues until it has been honoured.

8.2 If the reserved goods are processed or transformed, this is done for us as manufacturer within the meaning of Section 950 BGB. If they are processed, combined or mixed with third-party items, we acquire co-ownership in the ratio of the invoice value of the reserved goods to the other items.

8.3 The customer may resell the reserved goods in the ordinary course of business. The customer hereby assigns to us all claims arising from the resale up to the amount of our total claim arising from the business relationship; we accept the assignment. The customer remains authorised to collect the claims as long as it meets its payment obligations. We may require the customer to name its buyers, and we are entitled to inform the buyers of the assignment and to collect the claims directly in the event of default in payment.

8.4 As long as the retention of title exists, the customer may neither pledge the reserved goods nor transfer them by way of security. The customer must notify us without undue delay of any access by third parties to the reserved goods.

8.5 If the realisable value of our securities exceeds our claims by more than 10%, we will release securities of our choice at the customer's request.

9. Documents, tools and developments

9.1 We reserve property rights and copyrights to cost estimates, drawings and other documents. The documents may not be used for other purposes, copied or made accessible to third parties and do not entitle the recipient to reproduce individual parts. Documents and samples belonging to offers must be returned on request.

9.2 Costs invoiced by us for product changes, tools or developments of any kind do not give the customer any ownership or rights to the design of the products, the tools or the intellectual property of the developments. We only make deviating agreements in writing with the order confirmation.

10. Inspection and notification of defects, claims for defects

10.1 The statutory provisions apply to the customer's rights in the event of material defects and defects of title, unless otherwise stipulated below.

10.2 The customer must inspect the goods without undue delay after receipt. Obvious defects, incorrect deliveries and quantity deviations must be notified to us (not to our sales representatives) in writing without undue delay, but no later than 7 days after receipt at the place of destination, stating the order and delivery note number. Hidden defects must be notified without undue delay after their discovery. Timely dispatch of the notification is sufficient to meet the deadline. If timely notification is not given, the goods are deemed to have been approved (Section 377 HGB). At our request, the customer must send the goods complained about or their components to us for inspection; if the complaint is justified, we will reimburse the shipping costs.

10.3 In the event of defects, we will, at our discretion, provide subsequent performance by remedying the defect, as a rule by repair at our premises, or by delivering goods or spare parts free of defects. If subsequent performance fails or is unreasonable for the customer, the customer may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. We may make subsequent performance dependent on the customer paying the purchase price due; however, the customer may retain a portion that is reasonable in relation to the defect.

10.4 There are no claims for defects in the case of natural wear and tear, in particular of wearing parts such as indicator lamps, fuses, switches and print heads, or in the case of damage occurring after the transfer of risk as a result of faulty installation, operating errors, interventions by persons not authorised by us, external influences or exceptional loads, such as electric arcs, radiation, electrostatic or electromagnetic interference fields or unsuitable ambient and operating conditions. The same applies if the serial number of a device has been made illegible or security markings have been removed or destroyed and the defect therefore cannot be examined.

10.5 Claims for defects become time-barred 12 months after delivery, unless another period has been agreed in writing. This does not apply to claims for damages under Section 11.1, in the event of fraudulent concealment of a defect, if a guarantee has been given, or in the cases of Sections 438(1) No. 2, 445b and 478 BGB; in these cases the statutory periods apply.

11. Liability

11.1 We are liable without limitation for intent and gross negligence, for culpable injury to life, body or health, under the German Product Liability Act, to the extent of any guarantee we have given and in the event of fraudulent concealment of a defect.

11.2 In the case of simple negligence, we are only liable for the breach of an essential contractual obligation, i.e. an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the customer may regularly rely. In this case, our liability is limited to compensation for the foreseeable damage typical for the contract.

11.3 Otherwise, our liability for damages, regardless of the legal grounds, is excluded. The above limitations of liability also apply in favour of our executive bodies, employees, representatives and vicarious agents.

12. Data protection

We process personal data of our business partners and their contact persons for the initiation and performance of the business relationship in accordance with the General Data Protection Regulation. Details can be found in our privacy policy at <https://gebe.net/en/datenschutz/>.

13. Applicable law, place of performance, place of jurisdiction

13.1 All legal relationships between us and the customer are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 Unless otherwise agreed, the place of performance for delivery and payment is our registered office in Germering.

13.3 If the customer is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Munich. We are also entitled to bring an action at the customer's general place of jurisdiction.

Germering, 1 October 2026