

General Terms and Conditions (GTC) of MachTrade GmbH

1. General Provisions and Scope

These General Terms and Conditions (GTC) apply to all contracts, deliveries, and services provided by [Company Name], with its registered office at [Company Address], to its business customers. Deviating terms and conditions from contractual partners are only recognized if the company has explicitly agreed to them in writing. These GTC apply to all future business relationships without needing repeated mention.

2. Conclusion of Contract

Offers from the company are non-binding and subject to change. A contract is only formed upon written confirmation of the order or by delivery of the goods. Orders can be placed in writing, by email, or through the online portal, and any amendments or additions to a contract must be in writing to be valid. If the customer places an order based on an offer, this is considered a legally binding offer that the company can accept by confirming it.

3. Prices and Payment Terms

All prices are exclusive of VAT, customs duties, packaging, shipping, and insurance, unless otherwise agreed. Price changes due to raw material costs or exchange rate fluctuations are reserved. Payments are due immediately upon receipt of the invoice without deductions. Discounts or rebates require an explicit written agreement.

4. Payment Conditions and Default

Invoices are payable within 30 days of receipt without deductions. In the event of delayed payment, the company is entitled to charge default interest at the statutory rate. In the event of default, the company reserves the right to suspend further deliveries or require advance payment for future orders. The customer is only entitled to offset if counterclaims are undisputed, legally established, or acknowledged by the company.

5. Advance Payment and Security

The company reserves the right to require an advance payment or the provision of security, particularly with new customers or customers with irregular payment practices. If the customer does not fulfill this obligation, the company may withdraw from the contract and claim damages.

6. Delivery and Delivery Conditions

Delivery dates are only binding if confirmed in writing by the company. In case of delivery delays beyond the company's control (e.g., force majeure, strikes), the delivery period is extended accordingly. The company reserves the right to make partial deliveries if reasonable for the customer.

7. Shipping and Packaging

Delivery is ex-works (Incoterms 2020) at the customer's cost and risk, unless otherwise agreed and specified in the terms of the invoice.

Packaging is charged at cost and will only be taken back if explicitly agreed. Special packaging requests from the customer will be accommodated where possible, at an additional cost.

8. Transfer of Risk and Acceptance

Risk transfers to the customer upon handover to the carrier. If formal acceptance is agreed upon, it must be carried out promptly. If the customer delays acceptance, they are responsible for any additional costs incurred.

9. Retention of Title

The delivered goods remain the property of the company until full payment has been made. The customer is entitled to resell the goods in the ordinary course of business, provided they assign any claims arising from such resale to the company. In the event of seizure or other interventions by third parties, the customer must inform the company immediately.

10. Resale and Assignment of Claims

The customer hereby assigns claims from the resale of goods under retention of title to the company. The customer is obligated to inform third parties of the company's retention of title and confirm this in writing.

11. Warranty and Notice of Defects

The customer must inspect the goods immediately upon receipt and report any defects within 7 days in writing. The warranty period for new machines is 12 months; there is no warranty for used machines unless explicitly agreed. The company has the right to choose between rectifying the defect or delivering a replacement. If rectification fails, the customer may demand a reduction in the purchase price or withdraw from the contract.

12. Liability and Damages

The company is only liable for damages resulting from intentional or grossly negligent conduct. In the case of minor negligence, the company is only liable for breaches of essential contractual obligations, with liability limited to foreseeable damages typical for the contract. Liability for lost profits, production downtime, or other indirect damages is excluded.

13. Product Liability

Liability for product liability claims is governed by statutory provisions. The customer is obligated to pass on all product safety information to end customers.

14. Right of Withdrawal and Cancellation

The company may withdraw from the contract if the customer fails to fulfill their obligations. The customer is only entitled to a right of withdrawal if legally provided.

15. Return of Goods and Return Costs

Returns require prior approval from the company. The customer bears the return shipping costs unless the return is due to a defect.

16. Data Protection

The company processes personal data in accordance with applicable data protection laws. Further information is available in the privacy policy on the company's website.

17. Confidentiality

Both parties undertake to keep confidential any proprietary information obtained during the business relationship and not to disclose it to third parties.

18. Export Restrictions and Compliance

The buyer undertakes, as an essential contractual obligation, not to re-export the goods supplied by the company to Russia, Belarus, Iran, Syria, or North Korea. The buyer also agrees not to resell these goods to any third party who does not undertake to refrain from re-exporting the goods to these countries. The buyer will be held liable if this provision is violated and the goods are re-exported to these countries.

19. Place of Jurisdiction and Applicable Law

The place of performance and jurisdiction is [Location]. The laws of [Country] apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20. Final Provisions

If any provision of these GTC is invalid, the validity of the remaining provisions shall not be affected. Amendments and additions must be made in writing.

This is a general translation and adaptation based on typical AGB (GTC) clauses and should be customized to reflect specific company details (like names and addresses).