testedge GmbH & Co. KG

Sie erreichen uns unter
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General terms and conditions

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General provisions

The following General Terms and Conditions apply exclusively to all contracts with our customers. Unless otherwise stipulated herein, the latest version of the "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry (ZVEI – Green Conditions of Supply)" shall apply in addition. We do not recognize any terms and conditions of the customer that conflict with or deviate from these terms and conditions unless we have expressly agreed to their applicability. Our General Terms and Conditions and the ZVEI Green Conditions of Supply shall also apply if, despite being aware of conflicting or deviating terms and conditions of the customer, we perform delivery without reservation. Our General Terms and Conditions and the ZVEI Green Conditions of Supply shall also apply to all future contracts with the customer within the scope of the existing business relationship.

Payment terms and changes to services

All prices are EXW (INCOTERMS 2020) Stuhr for unpackaged and uninsured goods, plus the statutory value-added tax applicable on the date of delivery.

All invoices are payable net within 14 days.

If the customer wishes to deviate from or supplement the services agreed upon when the contract was concluded, in particular the technical specifications for the item to be delivered, we will discuss the requested change with the customer. The requested change shall become binding on us only once we and the customer have agreed on how the requested change will affect the price and schedule.

Acceptance / warranty

The customer must provide, at its own expense, the sample assemblies required for acceptance.

The risk of accidental loss of or accidental damage to the item to be delivered (transportation risk) passes to the customer as soon as we transport the item from our plant in Stuhr to the customer, either ourselves or through a freight carrier. With respect to warranty claims for defects in a work produced, the provisions of Section 640 of the German Civil Code (BGB) shall remain applicable.

Irrespective of whether an acceptance report is prepared, the service shall be deemed to have been performed if the customer has not submitted a written objection to us within two weeks after delivery. Acceptance shall likewise be deemed granted if the functional test cannot be carried out within two weeks after delivery for reasons for which we are not responsible, e.g., because sample assemblies are missing.

Liability for damages

Our liability for damages, irrespective of the legal basis, including in particular impossibility, delay in delivery, breach of duties during contract negotiations, or tort, shall be governed by the statutory provisions unless otherwise agreed in this section.

We shall have unlimited liability, where applicable, under the German Product Liability Act, in cases of fraudulent concealment of a defect, for damages resulting from injury to life, body, or health, in cases of intent, or to the extent that we have expressly assumed a guarantee. In cases of gross negligence, our liability shall be limited to the foreseeable damage typical for the contract at the time the contract was concluded.

In the event of a merely slightly negligent breach of material rights or obligations arising from the content and purpose of the contract, our liability shall likewise be limited to the foreseeable damage typical for the contract at the time the contract was concluded.

To the extent that, under the preceding paragraphs, our liability is limited to the foreseeable damage typical for the contract at the time the contract was concluded, such liability shall be further limited to EUR 50,000 per damaging event. Before the contract is concluded, the customer may, in writing and against payment of a surcharge to be agreed upon, specify to us an amount increasing the liability above the aforementioned maximum amount. In this case, the amount specified shall constitute the liability limit per damaging event.

To the extent that liability for damages on our part is excluded or limited, this shall also apply to the personal liability of our employees and corporate bodies.

Miscellaneous

The delivery time depends on receipt of the items to be provided by the customer and on the corresponding agreements. The offer shall remain binding for four weeks.

To avoid misunderstandings, amendments and supplements to the contract must be confirmed in writing in order to be effective.

Oral agreements shall become effective only once they have been confirmed in writing.
Documents provided to us for the preparation of quotations / order processing shall be treated confidentially and shall not be made accessible to third parties unless this is necessary for the performance of the contract.

The export of individual goods may be subject to authorization by the German Federal Office of Economics or the U.S. Department of Commerce, even if this is not expressly stated.
In cases of doubt, the customer must consult the German Federal Office of Economics and shall be liable for all damages resulting from an unauthorized export or an export that does not comply with applicable regulations.

The invalidity of individual provisions of these General Terms and Conditions shall not render the entire contract invalid.

The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship between us and the customer shall be Stuhr.