§ 1 General, Scope of Application
(1) The following General Terms and Conditions of UV-Technik Speziallampen GmbH shall apply exclusively, any derogating terms by the customer must be recognized by agreement. This applies also to those terms and conditions which are not included in the respective offer or order confirmation.

§ 2 Offer and Conclusion of Transactions, Reservation of Right of Modification
(1) If an offer of the customer can be classified as an offer according to § 143 BGB (German Civil Code), UV-Technik Speziallampen GmbH reserves the right to reject any offer within a reasonable time. If the offer is not rejected within that period of time, it will be deemed accepted. The rights of withdrawal on any side remain unaffected.

§ 3 Supply and Performance Period, Delayed Delivery
(1) Partial performance is permissible and will obligate the customer to make a pro-rata payment, unless partial performance would be unreasonable for the customer.

UV-Technik Speziallampen GmbH performance as agreed in the contract is to be carried out in due course. Should the customer, unless otherwise agreed, be required to accept partial deliveries of approximately similar amounts. Further partial performance as agreed shall be deemed required by the customer one month after the agreed period for request has elapsed or if in terms of § 331 BGB, the customer defaults in accepting delivery.

§ 4 Prices, Terms of Payment, Delay, Set-off, Right of Retention
Prices charged by UV-Technik Speziallampen GmbH will be ex works (UV-Technik Speziallampen GmbH) without setup and plus the statutory value-added tax, unless otherwise agreed. Payment terms and provisions for the acceptance of payments agreed between UV-Technik Speziallampen GmbH and the customer are to be found in the present contract and any possible supplementary agreements in writing.

The prerequisite for the customer's warranty rights is that the latter has properly complied with his inspection and complaint duties. In cases in which - after closing of the contract - doubts arise regarding the customer's ability to pay UV-Technik Speziallampen GmbH's claims or his creditworthiness UV-Technik Speziallampen GmbH is entitled to render performance only after the customer's provision of security for payment. In the event of a breach of contract, the liability for compensation is limited to the foreseeable and typically occurring damage.

§ 5 Customer's Responsibilities, acceptance
(1) The customer must make available to UV-Technik Speziallampen GmbH all documents required for the performance of the contract. If costs arise or if UV-Technik Speziallampen GmbH is not notified within the time agreed that the contract is void, these costs shall be borne by the customer.

If the customer does not notify UV-Technik Speziallampen GmbH in the event of the contract being void of these costs, UV-Technik Speziallampen GmbH may claim a storage fee of 0.5% of the sales price of the relevant products, in addition to the storage costs. The customer shall forthwith notify UV-Technik Speziallampen GmbH of any defects.

§ 6 Passing of risk, Transport insurance
(1) Delivery is ex works (UV-Technik Speziallampen GmbH) - Incoterms 2010/EXW. The risk of accidental loss or accidental deterioration of the contractual services is transferred to the customer at the latest when he is in default with accepting delivery.

If the customer asks for delivery, the same applies for the delivery costs. The customer must make available to UV-Technik Speziallampen GmbH all documents required for the performance of the subject of the contract, insofar as the performance includes services, in particular, documents for prevention of accidents. For the performance of obligations or due to tortious claims for compensation of material loss in accordance with § 823 BGB (German Civil Code).

In the event of an entrepreneur recourse in accordance with §§ 478, 479 BGB (German Civil Code), the legal limitation period applies.

§ 7 Guarantee of Retention of Title
(1) The guarantee of retention of title is to be withdrawn from the products until all payments under the entire business connection have been received. In the case of violation of the contractual obligations by the customer, in particular in case of delayed payment, UV-Technik Speziallampen GmbH will have the right to rescind the contract after a period of grace of three days offering. If the customer does not comply with the grace period, UV-Technik Speziallampen GmbH will commence a restitution of the agreement. After return of the products, UV-Technik Speziallampen GmbH is authorized to sell the products for not less than the agreed purchase price, minus any additional burdens and costs of the products transferred to the buyer at the latest when the customer is in default with accepting delivery.