

General Terms and Conditions of Vi-Motec Kft.

§ 1 Scope of Application

1. In the following General Terms and Conditions Vi-Motec Kft. shall be referred to as "Vi-Motec", and the customer of Vi-Motec shall be referred to as the "Customer".
2. The deliveries, services and offers of Vi-Motec shall be made exclusively on the basis of these Terms and Conditions. Counter-confirmations of the Client with reference to his terms and conditions of business or purchase are hereby contradicted.

§ 2 Offer, Conclusion of Contract and Contents of Contract

1. An order shall only be deemed to have been placed in a legally binding manner if it has been confirmed in writing by Vi-Motec.
2. Vi-Motec shall not be bound by any statements made in offers and/or order confirmations of Vi-Motec which are based on an obvious error, such as a clerical or mathematical error. Rather, the obviously intended statement shall apply.

§ 3 Prices, Terms of Payment

1. All prices are quoted in Euro. As far as prices without information to the value added tax are named, it concerns net amounts in each case plus the valid value added tax.
2. The prices do not include the costs for packaging, insurance and freight. In the case of export deliveries, customs duties and other public charges shall be invoiced separately.
3. Payments are to be made within fourteen days after receipt of the invoice without deduction. Vi-Motec expressly reserves the right to refuse checks and bills of exchange. Discount and bill charges shall be borne by the Customer and shall be due immediately.
4. Vi-Motec ist jederzeit berechtigt, Vorauszahlungen oder Sicherheitsleistungen zu verlangen.
5. If there are more than four months between the conclusion of the contract and the agreed and/or actual delivery date, Vi-Motec's prices valid at the time of delivery or provision shall apply. In the event of price increases on the part of its upstream suppliers, increases in wage and transport costs or other unexpected cost increases, Vi-Motec shall be entitled to demand negotiations on a revision of the price.

§ 4 Delivery Periods

1. Delivery periods shall apply subject to correct and timely delivery to Vi-Motec, unless a binding delivery period has been agreed in writing.
2. If the delivery or service is delayed due to a circumstance for which Vi-Motec, its legal representatives or vicarious agents are responsible, liability shall be in accordance with the statutory provisions. In the case of slight negligence, liability shall be limited to the foreseeable damage typical for the contract. This principle shall apply in particular in the event of force majeure, strike, lockout, official orders, etc., even if these obstacles occur at the Contractor's suppliers or their subcontractors. The duration of a period of grace to be set by the Customer in accordance with the statutory provisions in the event of a delay in performance shall be fixed at two weeks, which shall commence upon receipt of the period of grace by Vi-Motec.

§ 5 Transfer of risk

1. The risk shall pass to the customer at the latest when the delivery item is handed over to the forwarding agent, carrier or other third party designated for shipment (whereby the start of the loading activity shall be decisive). If the dispatch or the handing over is delayed due to a circumstance the cause of which lies with the Customer, the risk shall pass to the Customer upon notification of readiness for dispatch.
2. At the request of the Customer, deliveries shall be insured in his name and on his account.

§ 6 Liability and claims for defects

1. If the service rendered by Vi-Motec or the delivery item is defective, Vi-Motec may, at its option, deliver a replacement or remedy the defect. Multiple rectifications - as a rule two - shall be permissible within a reasonable period of time.
2. Vi-Motec shall not be liable for loss of profit or for any other pecuniary damage suffered by the Customer. This limitation of liability shall not apply if the cause of damage is based on intent, gross negligence or fraudulent conduct. Claims of the Customer due to material defects shall become statute-barred one year after handover/delivery of the object of purchase to the Customer. Excluded from this are claims for defects of consumers as well as claims for damages due to injury to life, body or health and/or claims for damages due to grossly negligent or intentional damage caused by Vi-Motec. In this respect, the statutory limitation periods shall apply.
3. Obvious defects in work performances can no longer be asserted after acceptance. Otherwise, for the purpose of preserving the Client's claims for defects, such defects shall be notified to Vi-Motec in writing without delay, but no later than within two weeks after delivery. The defective items shall be kept ready for inspection by Vi-Motec in the condition they are in at the time the defect is discovered.
4. Minor surface damage, insignificant, reasonable deviations in dimensions and designs - especially in the case of repeat orders - shall not entitle the customer to make a complaint, unless absolute compliance has been expressly agreed. Technical improvements as well as necessary technical modifications shall also be deemed to be in conformity with the contract insofar as they do not constitute a deterioration of the fitness for use.
5. Liability for normal wear and tear is excluded.
6. If the supplementary performance according to §6 para. 1 fails within a reasonable period of time, the Customer may, at its option, demand a reduction of the price or rescission of the contract.
7. The above provisions of this paragraph do not apply to the sale of already used items. For consumers, a period for the assertion of claims for defects of one year applies. To entrepreneurs in the sense of § 14 BGB used objects are delivered under exclusion of any warranty claims.
8. If Vi-Motec is available to the Customer beyond its legal obligations to provide information regarding the use of its product, Vi-Motec shall only be liable pursuant to § 6 if a special fee has been agreed for this.
9. Vi-Motec shall not bear the costs for installation and removal and other costs. In the event of a product recall, Vi-Motec shall bear these costs only if a product defect is proven that extends to all delivered parts and Vi-Motec has acted with gross negligence. If the recall action is made dependent on a test procedure, the client shall be obliged to involve Vi-Motec in this. If it turns out that Vi-Motec is not responsible for either a defect or a design fault, the Client shall reimburse Vi-Motec for all costs incurred. Vi-Motec shall not be liable for any damage that has not occurred to the delivery item itself. Further claims for damages by the Client, in particular for consequential damage caused by a defect, shall be excluded - with the exception of personal injury, insofar as Vi-Motec has acted with gross negligence.

§ 7 Retention of Title

1. Vi-Motec shall retain title to the delivered items until all claims against the Customer to which Vi-Motec is entitled for any legal reason have been satisfied.
2. The Customer shall only be entitled to resell the items subject to retention of title and to dispose of them in any other way with Vi-Motec's prior consent.
3. The client is obligated to immediately notify Vi-Motec in writing of any seizure of the reserved goods. in writing without delay. The client shall inform the pledgee of the reservation of title. of the retention of title. The client shall not be entitled to sell or transfer the items delivered to him under the delivered to him under reservation of title, to give them away, to pledge them or to assign them as security. transfer by way of security.
4. In case of default of payment by the Client, Vi-Motec shall be entitled to take back the items subject to retention of title after prior reminder and the Client shall be obliged to surrender them.
5. Unless otherwise agreed, the prices for injection moulding tools and auxiliary materials shown in the order confirmation and invoice shall be exclusive of pro rata tool costs. The tools shall remain the property of Vi-Motec
6. Vi-Motec reserves the right of ownership and copyright to drawings and similar documents belonging to the offer.
7. The offer documents, drawings, descriptions, samples and cost estimates of Vi-Motec may not be passed on, published, duplicated or otherwise made accessible to third parties without Vi-Motec's consent. Upon request, the documents shall be returned without retention of copies or, in the case of electronic form, deleted.

§ 8 Data protection

1. Vi-Motec shall be entitled to process the data about the Client received with regard to and in connection with the business relationship within the meaning of the DSGVO and the Bundesdatenschutzgesetz n.F. (Federal Data Protection Act).
2. Vi-Motec collects data in order to provide better services to all its users. If you as a principal order goods or services from Vi-Motec, you provide Vi-Motec with personal data. You may also voluntarily have other information added to your listing, such as name, address, company name, etc., in order to receive notifications of Vi-Motec's services and offers.
3. Vi-Motec uses the data of the clients to provide the services. This includes for example the storage of licenses and hardware purchased by the client.
4. According to § 34 BDSG and Art. 15 DSGVO the client is entitled at any time to ask Vi-Motec for information about the stored data.
5. According to § 35 BDSG, the client may at any time request Vi-Motec to correct, delete and block individual personal data.
6. Further regulations, information and details can be found in the privacy policy of Vi-Motec at <https://vimoteckft.eu/datenschutz/>.

§ 9 Settlement of disputes

1. These Terms and Conditions and the entire legal relationship between Vi-Motec and the Customer shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. In commercial transactions, the place of performance for deliveries, services and payments shall be H-6794 Üllés
3. Insofar as the Customer is a legal entity under public law or a special fund under public law within the meaning of the German Commercial Code, the place of business of Vi-Motec shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
4. Should any provision in these Terms and Conditions be or become invalid, this shall not affect the validity of all other provisions and agreements between Vi-Motec and the Client.

§ 10 Final provision, place of jurisdiction, severability clause

1. In commercial transactions, the place of performance for deliveries, services and payments shall be H-6794 Üllés.
2. If the Customer is a legal entity under public law or a special fund under public law within the meaning of the German Commercial Code, Vi-Motec's place of business shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. Should any provision in these Terms and Conditions be or become invalid, this shall not affect the validity of all other provisions and agreements between Vi-Motec and the Client.