

Terms and Conditions

Groeger Precision Parts GmbH

Version: November 2025

1. Scope of Application

(1) These Terms and Conditions apply to all business relationships between Groeger Precision Parts GmbH (hereinafter referred to as "Contractor") and its customers (hereinafter referred to as "Client"), insofar as they are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

(2) Deviating, conflicting, or supplementary terms and conditions of the Client shall only become part of the contract if the Contractor expressly agrees to their validity in writing.

2. Conclusion of Contract

(1) Offers made by the Contractor are non-binding and subject to change unless expressly stated otherwise.

(2) A contract is concluded only upon written confirmation of the order by the Contractor or upon execution of the delivery.

3. Scope of Services

(1) The Contractor performs CNC machining, retrofit, assembly, and mechanical engineering services in accordance with the agreed specifications and technical documentation.

(2) Any changes to the scope of services require written agreement.

4. Prices and Payment Terms

(1) All prices are net, excluding statutory VAT and any applicable shipping or packaging costs.

(2) Payments are due within 14 days with a 2% discount or within 30 days net after the invoice date without deduction.

(3) In the event of late payment, statutory default interest in accordance with Section 288 of the German Civil Code (BGB) shall apply.

5. Delivery and Delivery Time

(1) Delivery dates are only binding if confirmed in writing.

(2) Events of force majeure, operational disruptions, material shortages, or other unforeseen circumstances release the Contractor from the obligation to deliver for the duration and extent of their effects.

(3) Deliveries abroad are made under reservation. The Contractor reserves the right to reject orders wholly or partly due to legal, logistical, or economic reasons.

(4) Partial deliveries are permissible if reasonable for the Client.

6. Shipping and Transfer of Risk

- (1) Shipping is at the Client's risk and expense, even if carriage-paid delivery has been agreed.
- (2) The risk passes to the Client at the latest upon handover of the goods to the carrier, freight forwarder, or other person designated to carry out the shipment.

7. Retention of Title

- (1) The delivered goods remain the property of the Contractor until all outstanding claims have been paid in full.
- (2) The Client is entitled to process or resell the goods in the ordinary course of business, provided they are not in default of payment.

8. Warranty

- (1) The Contractor warrants that the delivered products have the agreed quality and are free from material defects.
- (2) Obvious defects must be reported in writing within 7 days of receipt of the goods.
- (3) In the event of a justified complaint, the Contractor shall, at its discretion, remedy the defect or deliver a replacement.
- (4) Further claims, in particular claims for damages, are excluded unless caused by intent or gross negligence.

9. Liability

- (1) The Contractor shall only be liable for damages resulting from intent or gross negligence.
- (2) In the case of slightly negligent breaches of duty, the Contractor shall only be liable for foreseeable, typical damages and only if a material contractual obligation (cardinal obligation) has been breached.
- (3) Liability for loss of profit, production downtime, or indirect damages is excluded.

10. International Transactions

- (1) For international deliveries, the Incoterms® in their current version shall apply.
- (2) The Client is responsible for compliance with national import regulations, customs duties, and taxes.

11. Place of Performance and Jurisdiction

- (1) The place of performance for all obligations arising from the contractual relationship is the Contractor's registered office in Dornhan (District of Rottweil).
- (2) The place of jurisdiction for all disputes arising from or in connection with this contract shall – to the extent permitted by law – be Rottweil.
- (3) The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

12. Final Provisions

- (1) Amendments and supplements to these Terms and Conditions must be made in writing.
- (2) Should any provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

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