

General Terms and Conditions

1. General Topics and Area of Application

These General Terms and Conditions always apply to all mutual claims between customers and SysCon GmbH in connection with a contract. Regulations deviating from our GTCs, especially purchasing conditions or GTCs of customers, only apply if SysCon GmbH has agreed to them in written form.

They are not binding for us if – in individual cases – SysCon GmbH does not explicitly object.

The content of the order confirmation is decisive for the processing of the order account. In case of immediate order placement the delivery note respectively the processed invoice count as Order Confirmation in terms of these GTCs. .

Silence from the side of the buyer respectively customer with regard to our GTCs and/or the acceptance of our deliveries and services count as consent to our GTCs. These purchasing conditions only apply to businesses in the legal sense of § 310 Abs. 1 BGB.

2. Conclusion of Contract

All our offers are subject to change with regard to price, amount, delivery times and delivery possibilities. Prices are ex works, net price plus respective legal VAT.

Orders are accepted when we confirm them in written form. Our order confirmation is decisive for the contract content, if we do not receive a written objection within 14 days after order confirmation date. When the customer order is sent electronically, SysCon GmbH confirms receipt immediately by Email if the customer has given us his Email address. The receipt confirmation may be connected with the acceptance.

We reserve the right to technical changes within a reasonable limit also during the order processing. We reserve ownership and copyright to design paperwork including drawings, calculations and electronic data as well as print-outs of data. Before giving those to third parties, SysCon GmbH has to give consent in writing.

Any additional agreements made before or during contract conclusion need in any case our written approval to become effective. Conclusion of contract is done under reserve of correct and on-time delivery to ourselves by our sub-suppliers. This only applies to cases where we are not accountable for the non-delivery.

2.1 Sample parts

If we receive sample parts, these must be provided free of charge and, unless otherwise agreed, will not be returned. If a return is agreed, we are not liable for damage or signs of use. The customer bears the costs for a return.

Sample parts are usually destroyed or scrapped or recycled by us after the end of the project and at our expense.

3. Revocation, Cancellation

The customer has the right to revoke an order free-of-charge until he receives the order confirmation from SysCon GmbH. It is sufficient for this to be sent electronically.

If a cancellation or change is done by the customer after such time, the customer bears possibly occurring costs for planning, material and processing. We reserve the right to further claims for damages.

4. Delivery, Transport and Transfer of Perils

Delivery is done ex works plus packaging, insurance and freight cost.

With a net value of goods below € 50.000,- an additional fee for small-amount order may be charged. The packaging for the delivery is charged. If there is no other agreement, SysCon GmbH will choose mode of dispatch and dispatch route. SysCon GmbH will choose the transport company, excluding all warranties or liabilities for choosing the most inexpensive or fastest mode of dispatch.

Transport cost will be charged to the customer. On customer demand, SysCon GmbH will take out a transporting insurance on customer's expense and to customer's benefit. Transport damage and damaged packaging are to be indicated immediately to the delivering forwarder and SysCon GmbH.

In commercial trading SysCon GmbH has the right to make partial deliveries, otherwise only if it is economically reasonable for the customer.

Transfer of perils to customer is when the goods leave our company, even when it is only a partial delivery. In case of pick-up by customer the transfer of perils is with indication of goods ready for dispatch. If the delivery is delayed due to reasons for which the customer is responsible, the transfer of perils to the customer takes place with notification on readiness for dispatch. If there is no other formal agreement, all services on site – also divisible on-site services – are considered as accepted 10 days after delivery. Delivery times are non-binding. When the customer assembles devices and additional parts, he has to follow our installation instructions. Otherwise we are not liable for any resulting defects or damages.

5. Terms of Payment

If not otherwise agreed, invoices from SysCon GmbH are due within 30 days without deduction. Repairs and wage labor are to be paid in any case immediately upon invoice receipt without deduction.

If a down payment is agreed when the order is placed (partial payment) and if this is secured with a bank guarantee at the customer's request, the customer bears the costs (guarantee commission) in the amount of the costs actually incurred after proof.

With partial deliveries SysCon GmbH has the right to issue invoices for down-payments with regard to the provided services/deliveries.

If a final invoice has been agreed after acceptance by the customer or his customers, this is due no later than 6 weeks after delivery and commissioning if acceptance is delayed for reasons for which we are not responsible.

The customer only has rights to summation if his counter-claim is legal, unchallenged and accepted by us. If you get knowledge of circumstances which lead to doubts about the credibility of the customer or if the customer is in default with other payable accounts, we have the right to deliver current or future orders against payment in advance only or against other collateral securities or we can withdraw from the contract due to non-fulfillment. Deliveries may be stopped and goods already in transit may be recalled.

6. Retention of Title

All deliveries from SysCon GmbH are done under the extended retention of title. The ownership on goods only goes to the buyer respectively customer when any and all claims on accounts payable

including all additional receivables are fulfilled which SysCon GmbH has in form against the customer respectively buyer. The customer has to take out insurance against theft, breakage, fire, water and any other damages from the moment of transfer of perils until passage of title. The customer cedes all rights from insurance contracts and his claims against the insurance carrier to us immediately. We accept the cession. With a running account the reservation of title serves as security for our open balance claims. The customer may neither impawn the goods delivered with retention of title nor convey them as security. In case of a garnishment, confiscation or other court orders the customer has to inform us immediately.

The customer obligates himself to send all goods delivered with retention of title back to SysCon GmbH at his own expense in case of any breach of contract and when SysCon GmbH demands this, without necessity of any previously set deadline. Taking the goods back or a garnishment by us does only constitute a withdrawal from the contract if we formally declare such.

7. Guarantee

If there is no other agreement to follow, the guaranties go by the statutory provisions. The period of warranty start with handover of the goods to the customer. Warranty claims by the customer require that he has properly complied with his obligations for analysis and reprimand according to § 377 HGB. The timely dispatch is sufficient for ensuring the appropriate time limit.

In case of defects we initially provide guarantee at our own choice either by supplementary performance or new delivery. The customer has a right to reduction or withdrawal from the contract only when the supplementary performance has failed twice.

SysCon GmbH does not give guarantee for damages or defects resulting from improper use, operating and storage, due to careless or faulty handling or due to overstraining. Each and any warranty expires when the customer executes repairs and manual interventions by himself or by persons not authorized by us, in case the fault is associated with this. The guarantee also does not cover the elimination of faults due to wear-and-tear or environmental influences. The guarantee expires when the buyer changes devices, elements or additional parts without consent from IWB Industrietechnik GmbH or has them changed by a third party, unless the buyer provides proof that the defects in question were not caused by said changes – neither in total nor partly – and that the elimination of the defects will not be complicated due to those changes. Guarantee repairs are free of charge, with free delivery of the device to our company. For work on site at customer we charge travel cost for the round-trip (location SysCon GmbH – location Customer – location SysCon GmbH).

8. Liability

Claims for damages due to breach of duty from the contractual obligation and tortious acts are – especially with regard to secondary damages – excluded. This does not affect our liability for damages with bodily harm, physical injury, health, demands through product liability laws, explicit written guarantees and all cases of deliberate intention or gross negligence on our part. A liability for secondary damages is excluded, especially for not achieved savings or non-gained profit, unless they occur due to deliberate intention or gross negligence by us or our vicarious agents.

As far as we are not charged with intentional breach of contract, the warranty for compensation is limited to the foreseeable, typically occurring damage. The statute of limitation for damage claims is 12 months, starting with transfer of perils. The statute of limitation in case of a delivery regress according to §§ 478, 479 BGB is unaffected – it remains 5 years starting with delivery of the defective part.

9. Overall Commitment

Any further liabilities for compensation other than stipulated under paragraph 8 are excluded – regardless of the legal nature of the claim. This applies especially to damage claims from culpa in contrahendo, other neglects of duty or tortious claims for replacement of damaged property according to § 823 BGB.

Exclusions or limitations of damage liability to SysCon GmbH also apply to personal liabilities of SysCon GmbH's employees, workers, agents and vicarious agents. In individual cases the liability is limited to 1 Million EURO.

10. Place of Execution and Place of Jurisdiction

The legal relationships with our customers are subject to the laws of the Federal Republic of Germany. Exclusive place of execution for both contract parties is our company location.

Place of jurisdiction for all legal disputes with regard to contracts as well as their development and validity is Mannheim. However, we reserve the right to lodge a claim at any other lawful place of jurisdiction.

11. Changes

Changes to these business conditions or other contracted agreements are to be recorded in writing.

12. Effectivity of parts

Should parts of these GTCs become invalid due to laws or separate contract, the effectivity of all other stipulated provisions will not be affected.

SysCon GmbH
valid from 01.01.2023