

General Terms and Conditions of IFO Institut für Oberflächentechnik GmbH



Institut für
Oberflächentechnik
GmbH

1. Area of application

- 1.1. These General Terms and Conditions are a component of all the quotations and contracts of IFO – Institut für Oberflächentechnik GmbH - concerning deliveries and services, in current and future business relationships.
- 1.2. Any agreements and terms and conditions which deviate from these are only binding if they are confirmed by IFO – Institut für Oberflächentechnik GmbH in writing.
- 1.3. Any terms and conditions of the Client are hereby expressly rejected.

2. Quotations, order processing

- 2.1. The quotations produced by IFO – Institut für Oberflächentechnik GmbH are subject to change.
- 2.2. All contracts must be concluded in writing. E-mails and faxes are sufficient to satisfy this requirement. The written confirmation of the order by IFO – Institut für Oberflächentechnik GmbH is decisive.
- 2.3. Oral arrangements and agreements will only become effective when they have been confirmed in writing by IFO – Institut für Oberflächentechnik GmbH.

3. Time of performance, default and impossibility

- 3.1. IFO – Institut für Oberflächentechnik GmbH strives to render all of its services as quickly as possible.
- 3.2. Industrial disputes or unforeseen, extraordinary, serious events, for which IFO – Institut für Oberflächentechnik GmbH is not responsible, such as government legislation, staff failures etc. release IFO – Institut für Oberflächentechnik GmbH from the obligation to deliver or render services for the duration of their effect or in the event of impossibility. IFO – Institut für Oberflächentechnik GmbH shall inform the Client immediately of the occurrence of such events.
- 3.3. If IFO – Institut für Oberflächentechnik GmbH is in default of performance or in the event of an impossibility to render the services, for which it is responsible, claims for compensation from the Client are excluded unless they are based on the wilful intent or gross negligence of IFO – Institut für Oberflächentechnik GmbH, its legal representatives or its vicarious agents. If the Client wishes to withdraw from the contract, he must set a grace period of four weeks for IFO – Institut für Oberflächentechnik GmbH with the warning that he will reject fulfilment of the contract after the expiry of this period. The grace period is calculated from the day on which the Client's notification is received by IFO – Institut für Oberflächentechnik GmbH.

4. Acceptance

- 4.1. The Client is obligated to perform the quality inspection immediately after the delivery of the item.
- 4.2. If the service provided by IFO – Institut für Oberflächentechnik GmbH meets the requirements of the order, the Client must declare its acceptance immediately.
- 4.3. The item shall be regarded as accepted if the Client has not declared its acceptance within 4 weeks of receiving the service, and it has not informed IFO – Institut für Oberflächentechnik GmbH of any important defects in the meantime.
- 4.4. Acceptance shall also take place through the Client putting the service into use, without expressly ruling out acceptance.
- 4.5. Provided that its contractual partner is not a contractor, IFO – Institut für Oberflächentechnik GmbH is obliged to inform its contractual partner of this tacit declaration of acceptance.

5. Prices, terms and conditions of payment and default of payment

- 5.1. All the prices can be understood strictly net and payments must be made without any deductions immediately after receipt of the invoice.
- 5.2. Payment agreements deviating from these must be made in writing.
- 5.3. The payments must be made by bank transfer. The settlement of invoices by cheque or bill of exchange shall only take place on account of payment and requires the agreement of IFO – Institut für Oberflächentechnik GmbH. Discounts; bill charges and costs shall be borne by the Client.
- 5.4. IFO – Institut für Oberflächentechnik GmbH is entitled to calculate interest to the amount of the credit charges which it has to pay itself, from the due date onwards for a Client who is a merchant in terms of the German Commercial Code, and from the default of payment onwards for a Client who is not a merchant.

- 5.5. For a merchant in terms of the German Commercial Code, the interest amounts to at least 5% over the currently applicable basic interest rate of the European Central Bank.
- 5.6. The default interest amounts to at least 8% for a non-consumer, and at least 5% for a consumer, above the currently applicable basic interest rate of the European Central Bank.
- 5.7. Before the payment of the invoice amounts due in full, including default interest, IFO – Institut für Oberflächentechnik GmbH is not obliged to render any additional service arising from any valid contract.
- 5.8. IFO – Institut für Oberflächentechnik GmbH's obligation to render its services is subject to the unconditional creditworthiness of the Client. Should IFO – Institut für Oberflächentechnik GmbH receive information, which allows for doubt in relation to this, after the conclusion of the contract, it is entitled to demand securities or payments in advance and, if this demand is rejected, to withdraw from the contract, without the Client being entitled to make any claims against IFO – Institut für Oberflächentechnik GmbH.
- 5.9. Invoices of IFO – Institut für Oberflächentechnik GmbH shall be considered to be acknowledged if they have not been rejected in writing within ten days of the date of the invoice, unless an acceptance has to precede the due date. In this case, the invoice shall be regarded as acknowledged if the term specified in Section 4.3. has expired without objection.
- 5.10. Packaging costs, fees and postage costs shall be borne by the Client.

6. Warranty and liability

- 6.1. IFO – Institut für Oberflächentechnik GmbH shall provide the Client with a warranty for a period of six months. In the case of a justified complaint about faulty deliveries and services made in good time, the Client has the right to have the defect remedied or to have a replacement delivery, with any claims for damages excluded. Guaranteed features in terms of Art. 459 II German Civil Code must be expressly identified as such. Non-binding recommendations from IFO – Institut für Oberflächentechnik GmbH or its vicarious agents or a product description from IFO – Institut für Oberflächentechnik GmbH or other manufacturers shall not be regarded as guaranteed features.
- 6.2. Claims for compensation arising from a positive violation of the contract, blame in contractual negotiations or unlawful acts are excluded, unless they are based on the wilful intent or gross negligence of IFO – Institut für Oberflächentechnik GmbH, its legal representatives or its vicarious agents.
- 6.3. The liability of IFO – Institut für Oberflächentechnik GmbH is limited to an amount of € 50,000 on the basis of the agreement made, provided that there is no liability for wilful intent or gross negligence.

7. Data protection

- 7.1. The Client's data shall be stored and processed electronically, insofar as this is necessary for the proper completion of the tasks.
- 7.2. All personal data shall be treated as confidential
- 7.3. Our declaration of information duties concerning personal data based on Article 13 GDPR is part of these General Terms and Conditions and is available via following link: <http://www.ifo-gmbh.de/downloads>
- 7.4. All test data and confidential information of which the contractor becomes aware in the context of the execution of the order will be treated confidentially by him and will only be used in the context of the services to be provided. The confidential data and information will not be passed on to third parties. The exception is the transfer of the test data to the approved body during approval processes.

8. Place of fulfilment and place of jurisdiction

- 8.1. If the conditions for the agreement on the place of jurisdiction, in accordance with Art. 38 German Code of Civil Procedure, i.e. if the Client is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all claims of the parties to the contract, even for actions relating to cheques or bills of exchange, shall be the court responsible for IFO – Institut für Oberflächentechnik GmbH.
- 8.2. In the case of contracts with foreign clients, German law shall apply exclusively.
- 8.3. In the case of the invalidity of individual provisions, the validity of the remainder of the provisions shall not be affected. This shall also apply in the event that individual terms and conditions are not included in the contract.

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IFO Institut für Oberflächen-
technik GmbH
Alexander-von-Humboldt-Str. 19
73529 Schwäbisch Gmünd
Germany
Managing Director: Michael Müller,
Marc Holz

Phone +49 7171 10407-0
Fax +49 7171 10407-50
Tax authority Schwäbisch Gmünd
Tax-No. 83085/24935
District court Ulm HRB 701796

www.ifo-gmbh.de
Bank: BW Bank
Bank code 60050101,
Account 8008891
SWIFT/BIC: SOLADEST
IBAN: DE63600501010008008891

VAT/UST-ID: DE 177718678
Bank: Deutsche Bank
Bank code 60050101,
Account 8008891
SWIFT/BIC: DEUTDEDB613
IBAN: DE86613700240020820700