

General Terms and Conditions of Sale and Delivery (B2B – Industry / CNC / Mechanical Engineering)

VPD GmbH

Version: 2026

1. Scope

These General Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

Conflicting or deviating terms and conditions of the customer shall not be recognized unless we have expressly agreed to them in writing.

These Terms shall also apply to all future business relationships.

2. Conclusion of Contract and Technical Basis

Our offers are non-binding and subject to change. A contract shall only come into effect upon our written order confirmation or delivery.

All technical data, drawings, and specifications do not constitute a guarantee.

The customer bears sole responsibility for the technical accuracy of its specifications.

We assume no liability for the functionality of the products in a specific application unless such use has been expressly agreed in writing.

The customer is obliged to verify suitability by means of its own tests.

3. Prices and Terms of Payment

All prices are net ex works, plus packaging, transport, and insurance costs.

Payment shall be made within 21 days without deduction.

In the event of default of payment, we are entitled to charge default interest in accordance with Section 288 BGB.

Set-off is only permitted with undisputed or legally established claims.

We reserve the right to adjust prices if cost factors such as material, energy, or labor costs change significantly after conclusion of the contract.

4. Delivery, Production, and Acceptance

Delivery dates shall only be binding if expressly agreed in writing.

Production-related deviations in quantity and quality within customary industry tolerances are permissible.

Over- or under-deliveries of up to 10% shall be deemed in compliance with the contract.

Partial deliveries are permitted and may be invoiced separately.

If the customer defaults in acceptance, we are entitled to store the goods at the customer's expense.

Storage costs shall amount to at least 0.5% of the invoice amount per month.

Acceptance shall be deemed to have occurred if the customer does not object within 14 days (deemed acceptance).

Call-off orders must be fully accepted within 12 months; otherwise, we are entitled to invoice accordingly.

5. Transfer of Risk and Shipping

Delivery shall be made EXW in accordance with Incoterms® 2020.

Shipment shall be at the customer's risk, even if carriage is free of charge.

6. Retention of Title

(1) General Principle

All delivered goods shall remain our property until full payment of all claims arising from the business relationship has been received (current account retention). This shall also apply to future claims, including those arising from contracts concluded simultaneously or subsequently.

(2) Processing and Transformation (Section 950 BGB)

Any processing or transformation of the reserved goods shall always be carried out on our behalf as manufacturer within the meaning of Section 950 BGB without imposing any obligation on us.

If the goods are processed together with other items not belonging to us, we shall

acquire co-ownership in proportion to the invoice value of our goods relative to the other processed items.

(3) Combination and Mixing

In the event of combination or mixing with other movable items, we shall acquire co-ownership in proportion to the value ratio.

If such combination is carried out in a manner that the customer's item is to be regarded as the principal item, it is agreed that the customer transfers proportional co-ownership to us.

(4) Extended Retention of Title / Assignment of Claims

The customer hereby assigns to us all claims arising from the resale of the reserved goods—regardless of whether processed or unprocessed—in full. This also applies to ancillary rights and securities.

If the goods are sold together with other goods, the assignment shall apply only in the amount of the invoice value of our goods.

(5) Installation Cases / Work and Construction Services

If the reserved goods are installed into real property, plants, or structures, the customer hereby assigns to us claims against third parties in the amount of the invoice value.

(6) Authorization to Collect

The customer is revocably authorized to collect the assigned claims in its own name. This authorization shall automatically expire in the event of default of payment, suspension of payments, or filing for insolvency.

(7) Third-Party Debtor Logic (Disclosure)

We are entitled at any time to disclose the assignment to third-party debtors.

The customer shall, upon request, provide us immediately with all necessary information (lists of debtors, invoices, contracts).

In the event of default or insolvency, the customer must inform the third-party debtors immediately of the assignment.

(8) Access and Recovery

In the event of breach of contract, in particular default of payment, we are entitled to demand return of the reserved goods.

The customer must grant access to and surrender such goods.

Withdrawal from the contract is not required for this purpose.

(9) Restriction of Disposal

The customer may neither pledge nor transfer ownership of the reserved goods as security.

In the event of third-party access (e.g., seizure), the customer must inform us immediately.

(10) Insolvency Provision

In the event of an insolvency application, we are entitled to separate the reserved goods.

The customer must inform us immediately and grant access to all relevant documents.

(11) Release Clause

If the realizable value of the securities exceeds our claims by more than 10%, we shall, at the customer's request, release securities at our discretion.

7. Warranty

The customer must inspect the goods immediately upon delivery and notify us in writing without delay of any apparent defects (Section 377 HGB).

The limitation period shall be 12 months. This does not apply in cases of intent, fraudulent concealment, or claims arising from injury to life, body, or health.

Defects resulting from customer specifications are excluded.

Subsequent performance shall be at our discretion.

Further claims shall only exist after failure of subsequent performance.

8. Liability

We shall be liable without limitation in cases of intent, gross negligence, and injury to life, body, or health.

In cases of slight negligence, we shall only be liable for breach of essential contractual obligations.

Liability shall be limited to the typical, foreseeable damage.

This applies in particular to damages resulting from production downtime, loss of profit, or business interruption.

Claims under the German Product Liability Act remain unaffected.
Liability is limited in amount to the typically foreseeable damage, but not exceeding EUR 5,000,000 per claim.

9. Confidentiality

All documents and information, in particular technical documents, drawings, CAD data, and calculations, shall be treated as strictly confidential and may not be disclosed to third parties.

10. Export Control

The customer undertakes to comply with all applicable export control regulations.

11. Force Majeure

(1) Events of force majeure affecting us or our suppliers shall release us from our delivery obligations for the duration and scope of their effects.

(2) Force majeure includes, but is not limited to:

natural disasters, war, terrorist acts, pandemics, epidemics, governmental measures, shortages of energy or raw materials, operational disruptions, strikes, lawful lockouts, and other unforeseeable, unavoidable, and severe events.

(3) We shall inform the customer without delay of the occurrence and expected duration of such events.

(4) If delivery is delayed by more than 3 months due to force majeure, both parties are entitled to withdraw from the contract with respect to the unfulfilled part. Claims for damages or reimbursement of expenses shall be excluded unless mandatory statutory provisions provide otherwise.

(5) If acceptance by the customer is impossible or unreasonable due to force majeure, the above provisions shall apply accordingly.

12. Withdrawal and Refusal of Performance

In the event of a significant deterioration in the customer's financial situation, we are entitled to withdraw from the contract (Section 321 BGB).

13. Data Protection

The processing of personal data shall be carried out in accordance with the GDPR.

14. Jurisdiction and Applicable Law

Place of jurisdiction is Dresden, provided the customer is a merchant.
German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15. Final Provisions

Should individual provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision that comes closest to the economic purpose of the original provision.
The same applies to any gaps in the contract.

In case of discrepancies between the German and the English version, the German version shall prevail.