General Terms & Conditions

1. Scope of Application

1.1 These General Terms and Conditions apply to all quotations, deliveries, and services of InnoSens GmbH (“InnoSens”) to business customers (§ 14 BGB), public institutions, and international commercial partners.

1.2 Deviating or supplementary terms of the customer apply only if expressly confirmed by InnoSens in writing.

1.3 These GTC also apply to future business transactions with the same customer.

2. Offers and Contract Formation

2.1 All quotations by InnoSens are non-binding unless expressly stated otherwise.

2.2 A contract becomes effective only upon written order confirmation by InnoSens or upon delivery of goods or services.

2.3 InnoSens reserves the right to implement reasonable technical or design modifications to products.

2.4 Drawings, specifications, software, and documentation remain the intellectual property of InnoSens and may not be shared with third parties without written approval.

2.5 Partial deliveries are permitted if reasonable for the customer.

3. Prices and Payment Terms

3.1 Prices are ex works (EXW) Munich/Freiburg unless otherwise agreed. Packaging, freight, insurance, customs duties, and other charges are billed separately.

3.2 All prices are exclusive of VAT.

3.3 Invoices are payable within 14 days from invoice date without deduction.

3.4 For late payments, InnoSens may charge default interest at 8 percentage points above the ECB base rate plus compensation for additional proven damages.

3.5 The customer may offset claims only if undisputed or legally established.

3.6 If the customer’s financial situation deteriorates significantly, InnoSens may demand advance payment or security for outstanding and future deliveries.

4. Retention of Title

4.1 Delivered goods remain the property of InnoSens until all outstanding payments from the business relationship have been received in full.

4.2 The customer may resell goods in the ordinary course of business; claims arising from such resale are hereby assigned to InnoSens as security.

4.3 Processing or combining goods creates proportional co-ownership in favor of InnoSens.

4.4 If the customer defaults on payment, InnoSens may demand the return of the goods and withdraw from the contract.

5. Delivery Times and Delays

5.1 Delivery periods apply only if all documents, approvals, and payments required from the customer are received on time.

5.2 Delays due to force majeure, export restrictions, strikes, supplier delays, or cyber-attacks beyond InnoSens' control extend delivery periods accordingly.

5.3 In case of delay caused by InnoSens, the customer may claim compensation of 0.5% per full week of delay, limited to 5% of the value of the delayed part of the delivery.

5.4 Further claims for delay are excluded except in cases of intent, gross negligence, or injury to life, body, or health.

6. Transfer of Risk

6.1 Risk passes to the customer as soon as the goods are handed over to the carrier, even for freight-paid deliveries.

6.2 If shipment is delayed at the customer’s request or due to circumstances for which the customer is responsible, risk transfers upon notification of readiness for shipment.

7. Acceptance

7.1 The customer may not refuse acceptance due to minor defects.

7.2 If the customer refuses or delays acceptance, InnoSens may store the goods at the customer’s expense and risk and demand compensation for damages.

8. Warranty (Material Defects)

8.1 InnoSens provides warranty for defects existing at the time of transfer of risk. Defective parts will be repaired, replaced, or re-supplied at InnoSens’ discretion.

8.2 Warranty claims become time-barred 24 months after transfer of risk.

8.3 The customer must notify defects in writing without delay.

8.4 Claims are excluded for:

– improper handling, installation, or use

– operation outside specifications

– normal wear and tear

– modifications without approval

– software errors that are not reproducible

8.5 If the rectification fails, the customer may withdraw from the contract or reduce the purchase price.

8.6 Further claims are excluded except in cases of intent, gross negligence, or injury to life, body, or health.

9. Intellectual Property Rights

9.1 InnoSens ensures that deliveries do not infringe third-party IP rights in the agreed country of delivery.

9.2 If a justified IP claim is made by a third party, InnoSens may, at its discretion:

– obtain a license,

– modify the product, or

– replace the product.

9.3 Claims are excluded if the infringement arises from customer specifications, modifications, or use with non-InnoSens products.

10. Export Control

10.1 Deliveries are subject to applicable German, EU, and US export control regulations.

10.2 The customer must provide all information required for export, transfer, or import compliance.

10.3 If export licenses are denied, InnoSens may withdraw from the contract.

11. Liability

11.1 InnoSens is liable only in cases of:

– intent or gross negligence,

– injury to life, body, or health,

– product liability under applicable law,

– breach of essential contractual obligations (limited to foreseeable, typical damage).

11.2 Additional liability is excluded.

12. Place of Jurisdiction and Applicable Law

12.1 Place of jurisdiction is Munich, Germany. InnoSens may also sue at the customer’s place of business.

12.2 German law applies; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13. Final Provisions

13.1 Rights and obligations may be assigned only with written consent from InnoSens.

13.2 If any provision is invalid, the remaining provisions remain in force.

13.3 The place of performance for deliveries, services, and payments is Munich, Germany.