

General Terms and Conditions

of Orbitalservice GmbH

Scope

1. These General Terms and Conditions apply to all contracts for deliveries and services between **Orbitalservice GmbH** (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer").
2. These General Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.
3. Any deviating or supplementary terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their validity in writing.

Offers and Conclusion of Contract

1. Offers made by Orbitalservice GmbH are subject to change and non-binding.
2. The Buyer's order constitutes a binding offer to conclude a contract. The contract shall only come into effect upon written order confirmation or delivery of the goods.
3. Technical documents, drawings, and calculations remain the property of Orbitalservice GmbH and may not be passed on to third parties without consent.

Prices and Terms of Payment

1. All prices are quoted ex works / ex warehouse (EXW), plus the applicable statutory value-added tax and any packaging and transport costs incurred.
2. Minimum order value / small order surcharge
No minimum order value is required. For orders with a net goods value of less than EUR 150.00, a small order surcharge shall be applied.
The small order surcharge corresponds to the difference between the actual net goods value of the order and EUR 150.00 and shall be shown separately.
The relevant basis for calculation is the goods value excluding VAT, shipping costs, or other ancillary costs.
3. For deliveries to third countries, the Buyer shall bear all additional costs incurred, in particular customs duties, levies, taxes, fees, as well as costs for export, import, and customs documentation. These costs are not included in the purchase price and must be borne separately by the Buyer.
4. Fees for international and foreign currency transfers
The Buyer shall bear all costs and fees associated with international transfers or transfers in a currency other than the invoice currency (standard currency is Euro). This includes, in particular, bank charges, transfer fees, correspondent bank charges, and exchange rate or conversion fees. The invoice amount shall only be deemed paid in full once the full invoice amount has been credited to the Seller's account without deductions.
5. Advance payment is standard unless otherwise agreed in writing.
6. Payments shall be made without deduction to the accounts specified in the invoice, stating the relevant invoice number to be settled.
7. The Buyer shall be in default no later than 14 days after the invoice date without further reminder. In the event of late payment, the statutory default interest pursuant to Section 288 (2) BGB shall apply (9 percentage points above the base interest rate).

Delivery and Transfer of Risk

1. Delivery shall be made ex warehouse. The place of performance is the registered office of Orbitalservice GmbH.
2. Risk shall pass to the Buyer upon handover of the goods to the forwarding agent or carrier (sale involving shipment).
3. Partial deliveries are permissible insofar as they are reasonable for the Buyer. Any additional transport and shipping costs resulting from partial deliveries shall be borne by the Buyer.

Delay in Delivery

1. Delivery dates and deadlines shall only be binding if expressly confirmed by the Seller in writing. The Seller shall only be liable for delay in delivery in cases of intent or gross negligence. Any further liability, in particular for loss of profit, indirect damage, or consequential damage, is excluded.
2. If unforeseeable events outside the Seller's sphere of influence occur, in particular force majeure, official measures, strikes, operational disruptions, supply bottlenecks at upstream suppliers, or other unforeseeable circumstances, delivery periods shall be extended appropriately; claims for damages by the Buyer are excluded in such cases.
3. The Buyer is obliged to grant a reasonable grace period of at least 14 calendar days in writing before withdrawing from the contract or asserting claims for damages. Partial deliveries are permissible insofar as they are reasonable for the Buyer.

Returns

1. The Buyer is entitled to return goods that were ordered due to an incorrect order or excess quantities within four weeks after delivery to the Seller.
2. The Seller shall charge a restocking fee amounting to 20% of the value of the goods for accepting the return.
3. The Buyer shall bear the transport and return shipping costs.
4. The return shipment requires prior written notice (return form on the website) and approval by the Seller. Goods not returned in flawless, resalable condition may be excluded from return acceptance.

Retention of Title

1. The delivered goods shall remain the property of OrbitalService GmbH until full payment of all claims arising from the business relationship has been made.
2. The Buyer is entitled to resell the reserved goods in the ordinary course of business, but hereby already assigns to the Seller all claims in the amount of the invoice total. The Buyer may not pledge the reserved goods.

Warranty for Defects

1. The statutory liability for defects shall apply unless otherwise provided below.
Duty to inspect: The Buyer must inspect the goods immediately after delivery (Section 377 of the German Commercial Code, HGB). Obvious defects must be notified in writing within 7 working days, hidden defects immediately after discovery.
2. In the event of defects, the Seller shall have the right to choose between repair or replacement delivery (subsequent performance). Subsequent performance shall only be deemed to have failed after the second unsuccessful attempt.
3. The limitation period for defect claims is **one year from delivery**.
Minor defects do not give rise to defect claims.

Guarantee Conditions

1. Any guarantees exceeding the statutory warranty shall only exist if expressly declared in writing by OrbitalService GmbH.
2. If a 12-month guarantee is granted, it shall apply exclusively to **single-shift operation (max. 8 hours daily)**.
3. Wear parts, batteries, measuring cells, and damage caused by incorrect operation or improper use are excluded from the guarantee.
4. All guarantee services must be performed at the registered office of OrbitalService GmbH. The customer shall bear the transport costs thereto.
5. The guarantee claim shall lapse if a person not authorized by OrbitalService opens the device or interferes with the device.

Repairs

1. Preparation of a repair cost estimate shall be subject to a flat fee of EUR 250.00 net. This fee shall be fully credited against the repair costs if a repair order is placed. If no repair order is placed, the flat fee shall remain payable.
2. The customer shall bear the costs of shipping as well as any return shipment of the goods. This shall apply regardless of whether a repair order is placed, unless expressly agreed otherwise.

Limitation of Liability

1. The Seller shall be liable without limitation in cases of intent, gross negligence, and injury to life, body, or health.
2. In cases of ordinary negligence, the Seller shall only be liable for breach of essential contractual obligations and shall be limited to the foreseeable damage typical for the contract.
3. Liability for indirect damage, consequential damage, or loss of profit is excluded to the extent permitted by law.

Choice of Law and Jurisdiction

1. The law of the Federal Republic of Germany shall apply exclusively. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. The exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of Orbitalservice GmbH in Heimbuchenthal.