



## Technische Antriebselemente GmbH

Lademannbogen 45 · 22339 Hamburg · Germany · [www.technische-antriebselemente.de](http://www.technische-antriebselemente.de)

### Technische Antriebselemente GmbH — General Terms of Sale, Delivery and Payment

Version: June 2026

*These terms apply exclusively to entrepreneurs within the meaning of § 14 German Civil Code (BGB), legal entities under public law and special funds under public law.*

All our deliveries and services are made exclusively on the basis of the following terms. We object to any conflicting, deviating or supplementary purchasing conditions of the buyer; these become part of the contract only if we expressly consent in text form. Our terms also apply to all future business relations without renewed agreement. They are deemed accepted at the latest upon acceptance of the goods or services.

## 1. Quotations, Orders

**1.1** Our quotation is generally an invitation to the customer to place an order and is non-binding in this respect.

**1.2** Documents, illustrations, drawings, weights and dimensions accompanying a quotation are approximate values and do not constitute an agreement on quality. Unless limits for permissible deviations are set in the order confirmation or follow from expressly acknowledged buyer specifications, deviations customary in the trade are permissible. The properties, suitability and intended use of our goods are determined solely by our specifications and technical data in their current version published at [www.technische-antriebselemente.de](http://www.technische-antriebselemente.de). Public statements, promotion or advertising do not constitute an agreement on quality. We reserve title and copyright to all documents; they may not be made accessible to third parties without our consent.

**1.3** Guarantees as to quality or durability must be expressly designated as a "guarantee" in the order confirmation. For samples or specimens, their properties are not guaranteed unless expressly agreed otherwise. The same applies to analytical data.

**1.4** Design suggestions made by us on the basis of the buyer's information (e.g. verbal information, drawings) are mere recommendations and not statements on quality or intended use, unless expressly agreed otherwise.

**1.5** We are liable for damage to or loss of drawings, samples or models handed over to us by the buyer in accordance with Section 7.

## 2. Prices

Our prices apply ex shipping warehouse, plus the applicable statutory VAT and plus packaging and shipping costs. If the prices of our suppliers, freight charges and/or public levies increase between conclusion of contract and delivery, we may adjust the price accordingly, giving reasonable consideration to the buyer's interests; if they decrease, we pass on the reduction to the same extent.

## 3. Delivery

**3.1** Delivery periods and dates not expressly designated as "fixed" are approximate. Delivery periods do not commence before the buyer has provided the documents to be supplied by it (e.g. approvals, drawing releases) and any agreed down payment has been received. After expiry of a non-binding delivery period, the buyer may set us a reasonable grace period; only upon its expiry are we in default.

**3.2** In the event of delay or impossibility, we are liable for damages only in accordance with Section 7. Subject to Section 7 (intent / gross negligence / cardinal duties / life, body, health), damages for delay are limited to 0.5 % of the value of the delayed (partial) delivery per completed week, up to a maximum of 5 % of that value.

**3.3 Force majeure.** In the event of force majeure and other events beyond our reasonable control — in particular natural disasters, epidemics/pandemics, war, embargoes and governmental measures, shortages of energy or raw materials, cyber-attacks, industrial action (strike/lockout), and incorrect or delayed self-supply despite a congruent covering transaction (reservation of self-supply) — our performance periods are extended by the duration of the impediment plus a reasonable start-up period. In the case of a presumably permanent impediment, both parties may rescind; consideration already rendered is refunded. The buyer's claims for damages are excluded in these cases insofar as we are not at fault.

## 4. Payment, Invoicing

**4.1** Unless otherwise agreed, the invoice amount is due within 30 days of the invoice date without deduction.

**4.2** In the event of default, we charge default interest of **9 percentage points above the prevailing base rate** of the European Central Bank p.a. (§ 288 (2) BGB) and a **lump sum of EUR 40** (§ 288 (5) BGB); the assertion of further damage remains unaffected. Our claims become due immediately if the buyer seriously breaches contractual obligations for which it is responsible; we are then entitled to demand advance payment for outstanding deliveries.

**4.3** The buyer may set off only against undisputed claims or claims established by final judgment. A right of retention exists only insofar as it is based on the same contractual relationship.

**4.4** We issue invoices in the legally prescribed format; we are entitled to transmit **electronic invoices** in the structured format pursuant to EN 16931. The buyer provides a receiving channel for this purpose.

## 5. Dispatch, Passing of Risk

All sales are made **ex works Hamburg, EXW Hamburg (Incoterms® 2020)**. Dispatch is at the cost and risk of the buyer. Risk passes to the buyer — including for partial deliveries — as soon as the consignment is handed over to the carrier or has left our warehouse for dispatch. If dispatch is delayed for reasons attributable to the buyer, risk passes upon commencement of default of acceptance.

## 6. Warranty / Claims for Defects

**6.1** The buyer must inspect the goods without undue delay upon arrival (§ 377 HGB). Obvious defects must be notified to us **without undue delay, at the latest within 7 working days** of arrival, in **text form** (§ 126b BGB) with a precise description; hidden defects without undue delay after discovery. If not notified in time, the goods are deemed approved in that respect.

**6.2** In the case of a justified, timely notice of defect, we provide subsequent performance at our option by rectification or replacement.

**6.3** If subsequent performance fails, the buyer may reduce the price or rescind; for only minor defects there is no right of rescission.

**6.4** For defective assembly instructions, we owe only defect-free instructions, and only insofar as the defect prevents proper assembly.

**6.5** Claims for damages due to defects are governed exclusively by Section 7.

**6.6 Limitation.** Claims for defects become time-barred in **12 months** from delivery. This does **not** apply to:

- damage from injury to life, body or health;
- intent and gross negligence, and fraudulently concealed defects;
- guarantees assumed by us (§ 444 BGB);
- supplier recourse under §§ 445a, 445b, 478 BGB;
- defects in a building or in items used for a building in accordance with their normal use and which caused its defectiveness (§ 438 (1) no. 2 BGB);
- other mandatory statutory limitation periods.

In these respects, the statutory periods apply.

**6.7** Agreements between the buyer and its customers exceeding the statutory claims for defects are not to our detriment; § 445a BGB remains unaffected.

## 7. Liability

**7.1** We are liable for damages — on whatever legal ground — in the event of **intent and gross negligence**. For simple negligence, we are liable only for breach of a **material contractual obligation (cardinal duty)** — an obligation whose fulfillment makes proper performance of the contract possible in the first place and on whose observance the buyer may regularly rely — and then limited to the **foreseeable damage typical for the contract**. Liability under the **Product Liability Act** and for injury to **life, body or health** remains unaffected.

**7.2** Before having recourse to us, the buyer shall, at our request, first pursue claims against our supplier; for this purpose we assign our corresponding claims to it. If this is unsuccessful or not desired by us, the buyer may have recourse to us under Section 7.

**7.3** Insofar as our liability under 7.1 is limited or excluded, corresponding claims become time-barred in 12 months from delivery; the exceptions in 6.6 apply accordingly.

## 8. Retention of Title

**8.1** Delivered goods remain our property until all existing claims and claims arising after conclusion of contract have been settled (reserved goods).

**8.2** Processing is carried out for us as manufacturer within the meaning of § 950 BGB, without obligating us. In the event of combination, mixing or processing with goods of other origin, we acquire co-ownership in the ratio of the invoice value of the reserved goods to the value of the other goods. (*Standard processing clause; "manufacturer" used here purely in the technical legal sense of § 950 BGB.*)

**8.3** If the reserved goods are combined with a main item belonging to the buyer (§ 947 BGB), co-ownership passes to us proportionately; the buyer stores it free of charge.

**8.4** The buyer stores the reserved goods free of charge, allows us to take inventory/mark them on request, and notifies us without undue delay of seizures or third-party access.

**8.5–8.8** The buyer may resell the reserved goods only in the ordinary course of business and hereby assigns to us by way of security, in advance, the resulting claims with all ancillary rights; proportionately where third-party goods are co-sold or co-ownership exists. The buyer is entitled to collect until revoked.

**8.9** In the event of breach or deterioration of the buyer's creditworthiness, we may prohibit resale/processing, rescind the contract, demand return and realise the reserved goods, and revoke the collection authorisation; surplus proceeds are paid out.

**8.10** If the value of our securities exceeds the claims by more than 10 %, we release securities of our choice on request.

## 9. Place of Performance, Governing Law, Jurisdiction

**9.1** Place of performance for our deliveries is the respective place of dispatch; for all obligations of the buyer, our establishment in Hamburg.

**9.2** The law of the Federal Republic of Germany applies, excluding the **UN Convention on Contracts for the International Sale of Goods (CISG)**.

**9.3** The exclusive place of jurisdiction for all disputes is Hamburg; however, we are also entitled to sue at the buyer's registered office. Mandatory statutory places of jurisdiction remain unaffected.

## 10. Export Control and Sanctions (NEW)

**10.1** Performance of our delivery obligations is subject to the absence of obstacles arising from national or international foreign-trade, customs, embargo or sanctions provisions (in particular those of the EU, including Regulation (EU) 833/2014, as well as the USA and UN).

**10.2** The buyer complies with the relevant export, re-export and sanctions provisions, does not use the goods for prohibited purposes and does not pass them — directly or indirectly — to sanctioned persons, countries or uses. On request, it provides the end-use/end-destination information required for export or transfer. We are entitled to rescind the contract if performance would violate such provisions.

## 11. Data Protection (NEW)

We process personal data in accordance with the GDPR and the privacy policy at [www.technische-antriebselemente.de](http://www.technische-antriebselemente.de). We are prepared, where required, to conclude a data-processing agreement (Art. 28 GDPR).

## 12. Final Provisions

**12.1** Amendments and supplements require text form.

**12.2** Should any provision be or become invalid, the validity of the remaining provisions remains unaffected; the statutory rule applies (§ 306 BGB).