

Release: March 2025

1. Scope

Replique provides its services based on its offer and these General Terms and Conditions (GTC).

Conflicting conditions of the client are ineffective unless Replique has expressly agreed to them in writing. An unconditional delivery by Replique does not constitute express consent.

Individual agreements made with the customer (including ancillary agreements, additions and changes) always take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.

2. Order placement and scope changes

Orders must always be placed in writing.

Changes to the scope of services are possible by mutual agreement with regard to content, the associated effort and the corresponding associated costs and must be in writing to be effective.

Verbal collateral agreements do not exist.

3. Delivery dates and delivery delays

The delivery dates stated in our order confirmation are non-binding as expected delivery dates. If, contrary to this, binding delivery dates are agreed in writing and expressly guaranteed by Replique, these are subject to the client's obligation to cooperate (see point 4) and to the defect-free and timely delivery of possible suppliers. Should Replique not comply with binding delivery dates for reasons for which Replique is not responsible, Replique will inform the purchaser of this immediately and at the same time inform them of the expected new delivery date. This expressly does not give rise to a claim by the customer to withdraw from the contract.

Replique is not liable for delays in delivery due to force majeure.

The rights of the purchaser in accordance with point 10 of these General Terms and Conditions remain unaffected.

4. Customer's obligation to cooperate

For the timely provision of services, Replique is dependent on information and timely decisions on the part of the client.

The customer shall ensure that Replique is provided with all the documents necessary for the provision of its service in good time and that it is informed of all processes and circumstances relevant to this. This also applies to documents, processes and circumstances that only become known after Replique has started its activities.

Replique reserves the right to charge the client for additional work due to incomplete or incorrect information.

5. Documents provided

All documents that are provided to the client in connection with the placing of the order, e.g. reports, presentations, drawings, etc., are intended exclusively for the client and may not be made accessible to third parties unless Replique gives the client express written consent

6. Prices and payment

Unless otherwise agreed in writing, our prices apply ex works plus VAT at the applicable rate. Transport costs will be invoiced separately.

The purchase price must be paid exclusively to the account specified in our order confirmation. The deduction of cash discount is only permitted with a special written agreement.

Replique invoices based on the billing address provided by the customer via email or written order. Deliveries are made according to the delivery address provided by the customer via email or written order. If the customer subsequently communicates a different delivery or billing address, or if payment is delayed due to unclear or incomplete order information provided by the customer, a general late payment fee of EUR 80 will be charged, not including any additional reminder fees.

Interest on arrears will be charged at a rate of 9% above the respective base interest rate p.a. The assertion of a higher damage caused by default remains reserved.

Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or later after the conclusion of the contract.

7. Passing of risk upon shipment

If the goods are sent to the customer at his request or to an address specified by him, the risk of accidental loss or accidental deterioration of the goods passes to the customer upon dispatch to the customer at the latest when they leave the factory/warehouse. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

If acceptance of the goods by the customer is delayed for reasons for which Replique is not responsible, Replique is entitled to demand compensation for additional expenses incurred (e.g. storage costs). This is a flat rate of EUR 20 per calendar day commenced, plus any other costs incurred.

8. Retention of title

Replique retains ownership of the delivered goods until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to reclaim the purchased item if the customer behaves in breach of contract.

The purchaser must immediately notify Replique in writing if an application has been made to open insolvency proceedings or if third parties have access to the goods belonging to Replique (e.g. through seizures).

9. Order cancellations

If the customer cancels an order placed verbally or in writing, Replique will charge the client a corresponding cancellation fee.

The amount of this fee depends on the progress of the order and the costs already incurred and is:

for part orders

- 25% of total order value, min. 50 EUR, as a flat-rate expense allowance if the order can still be cancelled by our supplier
- 100% of a part's order value, if the order has already started with our supplier and can no longer be cancelled.

If the customer would like to have already produced parts sent to him, the usual transport costs will also be incurred.

for services

In the case of service orders, Replique will invoice the costs already incurred if the order is cancelled.

Documents that have already been created as part of this service contract will be made available to the customer in their current form, provided they are an integral part of the contract.

10. Warranty

Claims for defects expire 12 months after the goods delivered by us have been delivered to the customer or recipient of the goods. The statutory limitation period applies to claims for damages in the event of intent and gross negligence as well as injury to life, limb and health, which are based on an intentional or negligent breach of duty by the user

If, despite all due care, the delivered goods show a defect that was already present at the time of the transfer of risk, we will, at our discretion, repair the goods or deliver replacement goods, subject to notification of defects in due time. We must always be given the opportunity to remedy the defect within a reasonable period of time. Claims for recourse remain unaffected by the above regulation without restriction.

If the supplementary performance fails, the purchaser can - without prejudice to any claims for damages - withdraw from the contract or reduce the payment.

Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, or due to special external influences that occur after are not required by the contract. If the customer or third parties carry out improper repair work or changes, there are also no claims for defects for these and the resulting consequences.

Claims by the customer for the expenses required for the purpose of supplementary performance, in particular transport, travel, labour and material costs including any dismantling and installation costs, are excluded insofar as the expenses increase because the goods delivered by us were subsequently sent to another location than the customer's branch has been removed, unless the removal corresponds to its intended use.

11. Disclaimer

The client is responsible for the handling and use of the parts. The client is responsible for ensuring that the product ordered is suitable for the intended purpose.

Replique does not guarantee technical recommendations or other advice on the use or application of the ordered product.

Replique expressly disclaims any liability for intended results or suitability for subsequent use of the part ordered. The customer is solely responsible for the use, further processing and installation as well as application of the ordered part and respects the intellectual property of third parties.

The customer is responsible for ensuring that no property rights and/or patent rights of third parties are infringed upon by reverse engineering.

12. Others

Contracts between Replique and the client and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation or other contractual agreements.

If individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions. In this case, the client and Replique will replace the invalid provision with another one that comes as close as possible to the economic purpose of the omitted provision in a permissible manner.