General Terms and Conditions (GTC)

§ 1 Scope

(1) These General Terms and Conditions (GTC) apply to all contracts concluded between Pharma Maschinen Handelsges.mbH, represented by Mario Hajduk, Schäfersgraben 15, 52372 Kreuzau, Germany, email: sales@pharma-maschinen.com, phone number: +49 24 21 5 80 96 (hereinafter referred to as the "**PM**") and its customers (hereinafter referred to as the "**Customers**").

(2) Any deviating terms and conditions of the Customer shall not be accepted. This applies even if PM does not expressly object to their inclusion.

(3) The GTC apply exclusively to business customers as defined in § 14 of the German Civil Code (BGB).

(4) PM purchases, refurbishes, and sells used machinery for the pharmaceutical, cosmetics, and food industries. The focus is on the purchase and worldwide resale of used machinery from the pharmaceutical sector.

§ 2 Conclusion of the Contract

(1) The presentation of PM's product range on websites, in catalogs, or in other media does not constitute a legally binding offer. Rather, it is a non-binding invitation to the Customer to submit an offer to conclude a purchase contract.

(2) The Customer may submit the offer in writing, by fax, or by email. PM may accept the Customer's offer within 5 days, either by sending a written order confirmation or by delivering the machine.

(3) The contract is concluded subject to correct and timely delivery to PM by its suppliers. This applies only in the event that PM is not responsible for the non-delivery, in particular when a corresponding hedging transaction has been concluded with the supplier. The Customer will be informed immediately of the unavailability of the service. Any consideration already paid will be refunded immediately.

§ 3 Prices and Terms of Payment

(1) The prices quoted by PM are net prices and do not include statutory value-added tax or any other price components.

(2) Payment of the purchase price is due immediately upon conclusion of the contract. If the due date for payment is determined by the calendar, Customers shall be in default merely by missing the deadline. In this case, they must pay PM default interest for the year at a rate of 9 percentage points above the base interest rate.

(3) The obligation to pay late payment interest does not preclude PM from claiming further damages resulting from the delay.

(4) If PM fulfills the order through partial deliveries, the Customer will incur shipping costs only for the first partial delivery. If the partial deliveries are made at the Customer's request, shipping costs will be charged for each partial delivery.
(5) PM is entitled, notwithstanding any provisions to the contrary on the part of the Customer, to first apply payments toward the Customer's older debts. If costs and interest have already accrued, PM is entitled to first apply the payment toward the costs, then toward the interest, and finally toward the principal amount.
(6) The Customer is entitled to set off claims only if their counterclaims have been legally established or acknowledged in writing by PM.

§ 4 Terms of Delivery and Acceptance

(1) Unless otherwise agreed, delivery shall be ex works (EXW) in accordance with Incoterms 2020. Delivery shall be made to the address specified by the Customer. The Customer shall bear the costs and risk of transport from the time the machines are made available at the agreed location.
(2) PM does not provide export documentation, such as export licenses. The Customer is solely responsible for obtaining and providing the necessary export documents.
(3) Delivery dates or deadlines, whether agreed upon as binding or non-binding, must be specified in writing.
(4) PM is entitled to make partial deliveries, provided this is reasonable for the Customer.
(5) The Customer must review and sign off on the delivery note. Any objections must be reported to PM in writing without delay. Otherwise, the quantity indicated on the delivery note shall be deemed accepted by the Customer.
(6) Delivery times specified by PM are calculated from the date of order confirmation, provided that the purchase price has been paid in advance (except for purchases on account). Unless a different delivery time is specified for the respective machine, the delivery time is 60 days.
(7) PM shall not be liable for delays in delivery due to force majeure or events that make delivery significantly more difficult or impossible for PM. These include, in particular, strikes, lockouts, government orders, etc., even if they occur at PM's suppliers or their subcontractors. Such events entitle PM to postpone delivery by the duration of the hindrance plus a reasonable start-up period, or to withdraw from the contract in whole or in part with respect to the unfulfilled portion.
(8) The Customer is obliged to inspect the machine delivered immediately upon receipt to ensure it is complete and free of defects.
(9) The Customer is obliged to accept the delivery immediately upon its availability at the agreed-upon delivery location. If the Customer fails to fulfill this acceptance obligation, PM is entitled to set a reasonable grace period for acceptance. Upon the unsuccessful expiration of this grace period, PM is entitled to withdraw from the contract and claim damages.

(10) If the Customer fails to accept the delivered machine despite the setting of a grace period, PM is entitled to store the machine at the Customer's expense and risk. PM is further entitled, after setting a reasonable grace period, to dispose of the machine otherwise and to bill the Customer for any resulting losses.
(11) In the event of a complaint regarding the delivery, the Customer is obligated to notify PM immediately in writing. If such notification is not provided, the delivery shall be deemed accepted, unless the defect was not detectable during the inspection.

§ 5 Warranty and Liability

(1) PM excludes any warranty for the used machines it sells. This does not apply to claims arising from injury to life, limb, or health if PM is responsible for the breach of duty, nor to other damage resulting from an intentional or grossly negligent breach of duty by PM.
(2) PM warrants that, at the time of delivery, the used machines are free from defects that would negate or significantly impair their suitability for the contractually intended use.
(3) PM shall not be liable for damages resulting from improper handling, faulty assembly, or commissioning by the Customer or third parties, natural wear and tear, or external influences. This also applies in the event that the Customer has modified or repaired the machine without PM's prior consent. PM assumes no liability for damages resulting from the operation of the machine under conditions that do not comply with PM's technical specifications.
(4) The limitations of liability set forth in the preceding paragraphs do not apply if PM has fraudulently concealed the defect or has provided a warranty regarding the quality of the item. The same applies if PM and the Customer have entered into an agreement regarding the quality of the item. A warranty regarding the quality of the item exists only if PM has expressly made a corresponding declaration. The provisions of the Product Liability Act remain unaffected.
(5) The Customer's claim for damages due to slight negligence is limited to foreseeable damages typical for this type of contract. To the extent that PM's liability is excluded or limited, this also applies to the personal liability of its legal representatives, employees, staff, agents, and vicarious agents.

§ 6 Retention of title

(1) The machine delivered remains the property of PM until all claims arising from the business relationship between PM and the Customer have been paid in full. This also applies to future claims that PM acquires against the Customer in connection with the delivered machine (extended retention of title).
(2) The Customer is obligated to treat the machine subject to retention of title with due care, in particular to insure it adequately at their own expense against theft, fire, and water damage at replacement value. The Customer hereby assigns to

PM all claims for compensation arising from these insurance policies. PM accepts the assignment.

(3) The Customer is entitled to resell the machine subject to retention of title in the ordinary course of business. However, the Customer hereby assigns to PM, as of now, all claims in the amount of the invoice amount (including value-added tax) of PM’s claim arising from the resale against its customers or third parties. The PM accepts the assignment. The Customer remains authorized to collect this claim even after the assignment. PM’s right to collect the claim itself remains unaffected by this. However, PM undertakes not to collect the claim as long as the Customer meets its payment obligations from the proceeds received, does not fall into default, and, in particular, no petition for the opening of insolvency proceedings has been filed or payments have been suspended.

(4) If the purchased item is inseparably mixed with other items not belonging to PM, PM shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including value-added tax) to the value of the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Customer’s item is to be regarded as the principal item, it is agreed that the Customer shall transfer proportional co-ownership to PM. The Customer shall hold the resulting sole ownership or co-ownership in safekeeping for PM.

(5) PM undertakes to release the security to which it is entitled at the Customer’s request to the extent that the realizable value of the security exceeds the claims to be secured by more than 10%. The selection of the security to be released is at PM’s discretion.

(6) In the event of a breach of contract by the Customer, particularly in the event of default in payment, PM is entitled to rescind the contract in accordance with statutory provisions and to demand the return of the purchased item. After taking back the purchased item, PM is authorized to sell it; the proceeds from such sale shall be applied against the Customer’s liabilities—less reasonable costs of sale.

(7) The Customer must immediately notify PM in writing if and to the extent that third parties assert claims to the machine belonging to PM. The Customer must inform the third party of the PM’s ownership. The Customer is liable for the costs of any legal proceedings necessary to defend against such claims, unless such costs can be recovered from the third party.

§ 7 Data Protection

Customers can find detailed information on data protection, particularly regarding the scope of data processing and their legal rights, in the PM’s Privacy Policy at:
https://www.pharma-maschinen.com/article_engl.php?HMP_ID=7

§ 8 Final Provisions

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

(2) The place of performance and venue for all disputes arising from the contractual relationship is, to the extent permitted by law, the PM's place of business.
(3) If any provision of these General Terms and Conditions is invalid or unenforceable or becomes invalid or unenforceable after the contract is concluded, the validity of the remainder of the contract shall remain unaffected.