

General Terms and Conditions

§ 1

Applicability of the terms and conditions

1. All agreements and offers are based exclusively on these general terms and conditions. They are deemed accepted with the placing of an order or acceptance of a delivery. They also apply to all future business relationships, even if they are not expressly agreed again. Deviating conditions of the customer are not recognised by Fine Science Tools GmbH.
2. Assurances, agreements or other contractual amendments desired by the customer are only valid with the express written confirmation of Fine Science Tools GmbH.

§ 2

Offer, contract conclusion and contractual content

1. The offers of Fine Science Tools GmbH are always non-binding and without obligation. Contracts are only entered into upon written confirmation by Fine Science Tools GmbH. If immediate delivery takes place without an order confirmation, the invoice is regarded as an order confirmation.
2. Designs, illustrations, measurements, weights and other technical performance data are only binding if they have been expressly agreed.
3. Delivery capability, as well as correct and timely self-delivery are reserved. Partial deliveries are permitted.
4. Fine Science Tools GmbH reserves the right of prior sale for offered stock quantities.

§ 3

Prices and terms of payment

1. The prices of offers and price lists of Fine Science Tools GmbH are for unpackaged articles and in European currency (EURO), excluding VAT and excluding shipping costs and insurance. The prices valid on the day of delivery will be charged.
2. We reserve the right to make price changes as a result of increased production or purchasing costs. The customer may immediately withdraw from the contract, if Fine Science Tools GmbH makes a price increase after receipt of the order.
3. Payment terms are 30 days net from the date of the invoice.
4. Bills of exchange and cheques are not accepted.
5. Repair and other service invoices are payable immediately and without deduction.
6. In case of default of payment, we will charge 8% interest per month plus 40 Euro (€) handling fee. Costs arising from late payment such as for example reminder fees, costs of debt collection offices, etc. shall be borne by the customer.
7. Fine Science Tools GmbH reserves the right in some cases to deliver only against prepayment.

§ 4

Delivery period

1. Fine Science Tools GmbH always strives for the shortest possible delivery times.
2. Specified delivery dates are always approximate and without any legal obligation on the part of Fine Science Tools GmbH.
3. The delivery time is considered observed if the consignment has been delivered to the shipping agent within the delivery time or the readiness for delivery has been demonstrated. If the delivery is delayed for reasons for which the customer is responsible, the deadline for notification of readiness for dispatch is deemed met within the agreed deadline.
4. War, civil war, export restrictions and trade restrictions due to a change in the political situation as well as strikes, lock-outs, supply restrictions imposed by authorities or organisations similar to authorities, such as the FDA, and similar events that make it impossible or unreasonable for us to fulfil the contract, are deemed force majeure and release us from the obligation to timely delivery. In these cases, we are entitled at our discretion to extend the delivery time by the duration of the occurrence of force majeure or to rescind the contract wholly or in part. The customer is not entitled to compensation for damages incurred.

§ 5

Delivery, shipping, packaging, transfer of risk

1. Delivery shall take place via insured shipping.
2. The costs for shipping, packaging and insurance will be invoiced to the customer separately (once for partial deliveries).
3. Insofar as no other agreement is made, we shall determine the nature and extent of the packaging. The choice of packaging is made in accordance with due care and reasonable discretion. Disposable packaging shall become the property of the customer.
4. The risk shall be transferred to the customer, once the shipment has been handed over to the person performing the transport or has left the warehouse of Fine Science Tools GmbH for the purpose of shipping.

§ 6

Warranty, complaints, returned goods, special products

1. Fine Science Tools GmbH guarantees that all surgical instruments are free from material and processing defects.
2. Complaints are to be raised within 10 days of receipt of the goods. Our service also includes the unconditional redemption of goods if unsatisfied. We shall make reparation promptly through the exchange of the goods or refund of the sale price of the goods. If the customer receives the shipment in a damaged condition, they shall inform us immediately. In this case, the original packaging is to be used for the return shipping.
3. For the return shipping, the customer shall ensure sufficiently secure packaging and attach an order reference to the shipment (copy of the delivery note or similar) as well as an accompanying note with a description of the problem encountered. Instruments which have already been used must be absolutely clean and free of biological, chemical or other contamination. The return shipping shall be made in every case by recorded or insured delivery and free of charge for Fine Science Tools GmbH.
4. Special productions as well as articles not specified in the catalogue require written order/ confirmation and generally cannot be exchanged.

§ 7

Retention of title, rights of lien

1. Fine Science Tools GmbH reserves ownership of the delivered items up until complete payment of the purchase price as well as the fulfilment of other claims from the existing business relationship with the customer.
2. The reserved property may not be pledged, assigned as collateral or otherwise encumbered with third-party rights.

§ 8

Limitations of liability

1. With the purchase of the specified products, the customer accepts all risks and liability which arise with the use of such a product.
2. The seller and manufacturer assume no liability for loss or damage which are directly, indirectly or subsequently connected with the use, improper handling, inadequate maintenance, misuse as well as use without sufficient expertise of such a product.
3. We assume no responsibility for misprints or other mistakes as well as circumstances resulting from these.
4. We reserve the right to make changes to the external features (design, size, etc.) of the represented products.

§ 9

Place of jurisdiction, place of performance, other

1. The court of jurisdiction is our registered office in Heidelberg. We may also sue the customer at the court having jurisdiction for their registered office.
2. Unless otherwise stated in the contract or order confirmation, our registered office is also the place of performance.
3. For all legal issues between us and the customer, even if they have their registered office abroad, the law of the Federal Republic of Germany shall apply exclusively, with the exclusion of the conflict of laws and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).