

General Terms and Conditions of Delivery

1. The following General Terms and Conditions of Delivery shall apply to all present and future business relations between AXRO GmbH (hereinafter "AXRO") and the supplier of goods (hereinafter "Supplier").
2. By accepting and executing an order from AXRO, the Supplier acknowledges these General Terms and Conditions of Delivery. Any conflicting and/or deviating terms and conditions of the Supplier shall not become part of the contract. AXRO's acceptance of a delivery from the Supplier does not imply consent to the Supplier's terms and conditions. Silence to an order confirmation of the Supplier with contradictory terms and conditions shall also not constitute consent to the terms and conditions of the Supplier.
3. The Supplier warrants that the goods delivered by him are flawless, do not infringe any third-party rights (such as trademark rights, copyrights, patents, utility models and registered designs, general personal rights, etc.) and that the legal provisions, regulations, ordinances and standards applicable to their distribution and use are complied with. The goods delivered by the supplier must have all the necessary tests and approvals and be marked with test marks (such as CE, GS, TÜV, etc.). Any applicable license fees must already have been paid. In addition, duties (such as copyright duties according to the Copyright Act („UrheberG“)) must already have been paid by the supplier if the goods are subject to a copyright duty at the time of sale to AXRO. The copyright levy must be shown separately in the invoice in the amount applicable. In the case of direct import of goods subject to copyright levy, AXRO will take over the registration for the payment of the copyright levy.
4. The Supplier warrants that the goods are properly cleared through customs or will be properly cleared through customs by him and are intended for sale within the EU/EEA.
5. The Supplier shall fully indemnify AXRO against all claims asserted against AXRO by third parties due to non-compliance with the conditions set out in the above Clause 3 and Clause 4 and shall be obliged to reimburse AXRO for all damages and expenses incurred in this connection, unless the Supplier is not responsible for the breach of duty. A reversal of the burden of proof is not connected with this.
6. Place of performance for all obligations and services resulting from the business relationship between AXRO and the Supplier shall be the registered office of AXRO.
7. The contractual relationship between AXRO and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Legal norms which refer to another legal system shall not apply.

8. Subsidiary agreements, amendments or supplements must be made in writing to be effective. This shall also apply to the cancellation of the written form requirement.

9. The exclusive place of jurisdiction for all claims arising from and in connection with the business relationship between AXRO and the Supplier shall be the registered office of AXRO.