

General Terms and Conditions (AGB) of QuVac GmbH

1. Scope

These General Terms and Conditions apply to all quotations, deliveries, sales and services of QuVac GmbH. Conflicting or deviating terms of the customer shall apply only if expressly accepted in writing by QuVac GmbH.

2. Quotations and Orders

Quotations are non-binding unless expressly designated as binding. Orders become binding upon written order confirmation, shipment of goods, or provision of services.

3. Prices and Payment

All prices are stated in EUR and exclude statutory VAT unless otherwise indicated. Payments shall be made within the agreed payment period without deduction.

4. Delivery and Lead Times

Delivery dates and lead times are non-binding estimates unless expressly agreed otherwise in writing. Partial deliveries are permitted where reasonable.

5. Shipping and Risk Transfer

Delivery shall be made according to the agreed Incoterms® 2020. Risk transfers in accordance with the agreed Incoterm. Import duties, customs clearance fees, local taxes and similar charges at destination shall be borne by the customer unless otherwise agreed in writing.

6. Retention of Title

Delivered goods remain the property of QuVac GmbH until full payment has been received.

7. Inspection and Warranty

The customer shall inspect delivered goods without undue delay and notify visible defects promptly in writing. Statutory warranty rights apply.

8. Technical Information

Technical specifications, performance data and product descriptions are based on current knowledge and experience and do not constitute guaranteed properties unless expressly agreed in writing. QuVac GmbH reserves the right to make reasonable technical modifications and improvements provided that the essential functionality is not materially affected.

9. Liability

QuVac GmbH shall be liable without limitation only for intent, gross negligence, injury to life, body or health, and mandatory statutory liability. Otherwise, liability is limited to foreseeable and typical damages.

10. Research and Industrial Use

Products, systems and services supplied by QuVac GmbH are intended solely for scientific, technical, industrial and research use by qualified professional users.

11. Export Control

The customer shall comply with all applicable export control, customs, sanctions and re-export regulations of Germany, the European Union, the United States and other applicable jurisdictions. The customer shall obtain all required permits and approvals at its own responsibility.

12. Force Majeure

QuVac GmbH shall not be liable for delays or non-performance caused by circumstances beyond reasonable control, including force majeure events, supply-chain disruptions, export restrictions, transportation delays, energy shortages, labor disputes or governmental actions.

13. Applicable Law and Jurisdiction

The laws of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods (CISG). For merchants, legal entities under public law and public special funds, the place of jurisdiction shall be Heidelberg, Germany.