

Stand: Dezember 2024

k-tech Konstruktion Automation Produktion GmbH

Terms and Conditions (T&Cs) for Mechanical and Plant Engineering |
Automation | Engineering | Service

§ 1 Scope

1. These General Terms and Conditions apply to all deliveries, works, services and digital services provided by k-tech Konstruktion Automation Produktion GmbH, Konstanz (“k-tech”).
2. These terms and conditions apply to businesses within the meaning of Section 14 of the German Civil Code (BGB) and to consumers within the meaning of Section 13 of the German Civil Code (BGB), unless otherwise specified below.
3. Any terms and conditions of the client that differ from, conflict with or supplement these terms and conditions shall only form part of the contract if their validity has been expressly agreed to in writing. This shall also apply if k-tech provides services without reservation whilst being aware of conflicting terms and conditions.
4. Individuelle Vereinbarungen haben Vorrang vor diesen AGB.
5. The application of the VOB/B is excluded unless expressly agreed in writing.

§ 2 Subject matter of the contract and scope of services

1. k-tech specialises in providing complex technical system solutions, particularly in the field of custom machinery and plant engineering.
2. Our services include, in particular:

special-purpose machine construction, automation and assembly technology, testing technology and test automation, design and development, engineering services, CNC manufacturing and toolmaking, component assembly, control cabinet construction, cable assembly, prototype and series production, as well as retrofit, modernisation, integration, commissioning, service, maintenance, remote maintenance and lifecycle services.
3. k-tech is entitled to provide partial services, provided this is reasonable for the client.
4. We reserve the right to make technical changes, provided that they serve the interests of technical progress and do not significantly impair the contractually agreed functionality.

§ 3 Contractual basis and order of precedence

1. The following documents form an integral part of the contract, in the order listed below:
 1. Order confirmation
 2. Quotation
 3. Technical specification / requirements specification
 4. These General Terms and Conditions
2. Public statements, technical specifications and documentation do not constitute a guarantee of quality unless expressly agreed in writing.

§ 4 The client's obligations to cooperate

1. The client must provide all information, documents and approvals necessary for the performance of the service in good time.
2. In particular, he ensures:
 - operational infrastructure (energy, utilities, IT),
 - structural and organisational requirements,
 - compliance with statutory health and safety regulations,
 - timely decision-making and approval processes.
3. Delays caused by a lack of cooperation shall result in the deadlines being extended accordingly and shall entitle k-tech to claim additional costs.

§ 5 Change requests and service changes

1. Any changes to the scope of services must be agreed in writing.
2. k-tech assesses the impact on:
 - Deadlines
 - Costs
 - Technical implementation
 - Resource planning
3. Until an agreement is reached, the original scope of services remains binding.
4. Any additional work resulting from subsequent changes or incomplete specifications shall be treated as a service to be remunerated separately.

§ 6 Prices and payment terms

1. Prices are quoted ex works, excluding packaging, transport, insurance, installation and VAT.
2. Payments are due within 14 calendar days, without deduction.
3. k-tech is entitled to request interim payments in line with the progress of the project.
4. In the event of late payment, k-tech is entitled to withhold services.
5. Set-off and retention are permitted only in respect of claims that are undisputed or have been established by a final and binding judgment.

§ 7 Delivery and performance deadlines

1. Delivery and performance deadlines are only binding if they have been expressly agreed in writing.
2. Time limits shall only commence once all technical and commercial matters have been fully clarified and the obligations to cooperate have been fulfilled.
3. Deadlines shall be extended appropriately in the event of force majeure or other unforeseeable events beyond k-tech's control.

§ 8 Transfer of risk

1. The risk passes to the client upon handover to the carrier or other transport provider.
2. This also applies to partial deliveries.

§ 9 Montage, Installation und Inbetriebnahme

1. Assembly, installation and commissioning
2. Waiting times and delays for which k-tech is not responsible will be charged separately.
3. Commissioning is not a prerequisite for acceptance, unless expressly agreed in writing.

§ 10 Factory Acceptance Test (FAT)

1. A FAT can be carried out prior to delivery.
2. The client is obliged to attend or to appoint a qualified representative.
3. If no response is received despite a proper invitation, the FAT shall be deemed to have been accepted.

§ 11 Site Acceptance Test (SAT)

1. Once installation is complete, a SAT will be carried out under production conditions.
2. The SAT is used to verify that the equipment functions as specified in the contract at the site of operation.
3. Factors relating to the environment and infrastructure are beyond k-tech's control.

§ 12 Acceptance

1. Work carried out is subject to acceptance.
2. Acceptance shall be deemed to have taken place if:
 - the system is in productive use, or
 - no material defects are reported within 14 days, or
 - acceptance is refused without justification.
3. Upon acceptance, the risk passes to the client.

§ 13 Retention of title

1. Delivered goods remain the property of k-tech until full payment has been received.
2. An extended and prolonged retention of title applies to businesses.
3. Receivables arising from resale are already being assigned as security.

§ 14 Intellectual property rights, software and know-how

1. All rights to technical documentation, in particular CAD data, designs, drawings, software, PLC programmes, source codes and documentation, remain with k-tech.
2. Disclosure shall take place solely on the basis of a separate written agreement.
3. The client is granted a simple, non-transferable right to use the subject matter of the contract.
4. Disclosure or use for purposes other than those specified in the contract is not permitted.

§ 15 Remote maintenance and IT security

1. k-tech is entitled to provide services remotely.
2. The client shall provide the necessary IT infrastructure.
3. k-tech accepts no liability for disruptions, cyber attacks or IT failures beyond its control.

§ 16 Service and Lifecycle-Support

1. Services are provided subject to a separate agreement.
2. Response times are only binding if they are expressly guaranteed.

§ 17 Warranty

1. For businesses, the warranty period is 12 months from the date of acceptance.
2. The statutory provisions apply to consumers.
3. Rectification takes precedence over other rights.

§ 18 Liability

1. k-tech shall be liable without limitation in cases of wilful misconduct, gross negligence, and injury to life, limb or health.
2. In cases of simple negligence, k-tech shall only be liable for breaches of material contractual obligations.

3. Liability is limited to foreseeable damage typical for this type of contract.

§ 18a Limitation of liability (maximum amount)

1. k-tech's total liability is limited to a maximum of 100% of the net contract value per claim.
2. Any further liability is excluded to the extent permitted by law.

§ 19 Confidentiality

The client undertakes to treat all technical and commercial information as confidential.

§ 20 Export controls

The client undertakes to comply with all applicable export and sanctions regulations.

§ 21 Governing law and jurisdiction

1. German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. The place of jurisdiction for contracts with businesses is Konstanz.

§ 22 Final provisions

Should any individual provisions be invalid, this shall not affect the validity of the remaining provisions.