

General Terms and Conditions of Delivery and Business of apic GmbH & Co. KG (As of February 2026)

§1 Validity of the Conditions

1. The deliveries, services, and offers of apic are made exclusively on the basis of these Terms and Conditions. These shall thus also apply to all future business relations, even if they are not expressly agreed upon again. At the latest upon receipt of the goods or service, these conditions shall be deemed accepted. Counter-confirmations by the Buyer referring to their own terms and conditions of business or purchase are hereby objected to.
2. All agreements made between apic and the Buyer for the purpose of executing a contract must be recorded in this contract in writing.

§2 Offers and Prices

1. Unless stated otherwise, apic is bound to the prices contained in the offers for 30 days from their date. Otherwise, the prices stated in apic's order confirmation, plus the respective statutory Value Added Tax (VAT), shall be decisive. Additional deliveries and services will be charged separately.

§3 Delivery and Default

1. Delivery dates or deadlines, which may be agreed upon as binding or non-binding, require the written form.
2. Unless otherwise agreed, delivery and shipment shall be effected at the risk and expense of the Orderer ex-works apic registered office in Cologne.
3. The risk passes to the Buyer as soon as the shipment has been handed over to the person executing the transport or has left apic's warehouse for the purpose of shipment. If shipment is delayed at the request of the Buyer, the risk passes to the Buyer upon notification of readiness for dispatch.
4. If the contract partner defaults on their duties to cooperate or their due counter-performance, apic is entitled to suspend the further execution of its services until the services incumbent upon the contract partner are rendered.
5. In the event of default by the contract partner, apic is also entitled to withdraw from the contract after issuing a reminder with a deadline and threatening rejection. In this case, the contract partner must pay lump-sum damages amounting to 30% of the order volume, unless apic has incurred higher damages. The contract partner reserves the right to prove lower damages.

§4 Withdrawal

1. If the contract partner withdraws from a placed order without justification, apic may claim 30% of the contract sum as lump-sum damages for the costs incurred in processing the order and for lost profit, without prejudice to the possibility of claiming higher actual damages. The Orderer reserves the right to prove lower damages.

§5 Warranty

1. The Orderer must notify defects in writing immediately, but no later than within 5 working days after receipt of the delivery item. Defects that cannot be discovered within this period even upon careful inspection must be notified to apic in writing immediately upon discovery.
2. Goods sent must be checked for transport damage immediately upon receipt. If the transport packaging is visibly damaged externally, this must be noted immediately upon delivery on the delivery note.
3. In the case of justified defects, apic shall, at its discretion, either provide rectification (repair) or replacement delivery. If the defects persist, apic is entitled to two further attempts at rectification. Rectification takes place at apic's business premises; transport costs are borne by the customer.
4. The warranty obligation amounts to one year and begins with the delivery date.
5. Warranty claims against apic are only available to the immediate Buyer and are not assignable.
6. Natural wear and tear are excluded from the warranty.
7. If the contract partner carries out changes or unauthorized repair attempts by opening the delivered devices without prior approval by apic, the warranty claim expires.
8. In the case of a (free) test installation of software requested by the customer, apic assumes no warranty for the installed software. Liability for test installations is assumed only for intent and gross negligence; otherwise, liability is excluded.
9. Liability by apic for damages is excluded if such damages arise because the customer uses or operates the software contrary to the instructions in the supplied documentation.
10. Liability by apic is excluded if the customer omits to carry out a simulation run to check the function and settings before every program start of the software supplied by apic.
11. Regarding further claims and rights, apic is likewise liable only in cases of intent and gross negligence. Otherwise, liability is excluded.
12. The above limitations of liability do not apply to damages resulting from injury to life, body, and health.

§6 Payment Terms

1. The prices are net plus the respective applicable statutory VAT, transport costs, packaging costs, goods insurance, etc.
2. Checks and bills of exchange are considered payment only after redemption. The acceptance of bills of exchange always requires a prior written agreement with us. When accepting bills of exchange, bank discount and collection charges will be calculated. They are payable immediately in cash.
3. We charge default interest at 5% p.a. above the base interest rate.
4. The retention of payments due to any counterclaims not recognized by us—unless these have been legally established—is not permitted, nor is offsetting against such claims.
5. Unless separately agreed otherwise, payments are due as follows: 1/3 of the gross contract sum upon receipt of the order confirmation, the remaining amount within 14 days of the invoice date. Discounts (Skonto) are granted only if expressly agreed.
6. If circumstances become known to apic after the conclusion of the contract which question the creditworthiness of the Buyer or suggest a presumption of the Buyer's insolvency, apic is entitled to demand advance payment or corresponding securities, and in the case of refusal, to withdraw from the contract and, if applicable, to claim damages.

§7 Retention of Title

1. We reserve the title (ownership) to the delivery items until payment.
2. In the event of conduct by the Orderer contrary to the contract, in particular in the case of default in payment, we are entitled to take back the items after a reminder, and the Orderer is obliged to surrender them.
3. The assertion of the retention of title as well as the seizure of the delivery items by us shall not be deemed a withdrawal from the contract.
4. In the event of third-party access to the reserved goods, in particular in the case of seizures, the Buyer will point out apic's ownership and notify apic immediately so that apic can enforce its property rights.

§8 Training

At the customer's request, apic conducts training courses to familiarize the respective employees with the use of the supplied software. Registration for a training course is binding. Cancellations after binding registration will be charged at Euro 150.00 per participant up to 4 weeks before the start of the training; cancellations up to 7 days before the start of the training will be charged at half the fee; and later cancellations or non-appearance will be charged at the full fee. If a training course must be cancelled by apic for organizational reasons, the customer's claim for reimbursement is limited to fees already paid.

§9 Software Licensing

Unless separately agreed otherwise, the delivery of software by apic constitutes a cession of software for use by the customer. apic grants the customer a personal, non-transferable, and non-exclusive right to use the software products listed in the contract form subject to the agreements made therein. The customer may use the supplied software exclusively for themselves and their company. Resale or transfer to third parties is not permitted.

§10 Place of Performance and Jurisdiction

The place of performance and jurisdiction is Cologne.

§11 Miscellaneous

1. Transfers of rights and obligations of the customer from the contract concluded with us require our written consent to be effective.
2. Should one of the above provisions be or become void, the validity of the other provisions shall remain unaffected.