General Terms and Conditions of Sale and Delivery of MK Antriebstechnik GmbH

MK Antriebstechnik GmbH, Pionierstraße 3a, 77694 Kehl, Germany · English translation for convenience – only the German version is legally binding.

§ 1 Scope

(1) These General Terms and Conditions of Sale and Delivery ("Terms") apply to all offers, deliveries and services of MK Antriebstechnik GmbH ("we"). These include in particular the sale of screw jacks, bevel gearboxes, ball screws, linear guides and other drive components, as well as sizing, consulting and repair services.

(2) Our offers are directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law ("Customer"). We do not offer goods to consumers.

(3) Our Terms apply exclusively. Deviating, conflicting or supplementary terms of the Customer, in particular purchasing conditions, only become part of the contract if we expressly agree to their validity in writing. This also applies if we deliver without reservation in the knowledge of such terms.

(4) Our Terms in their current version also apply to future transactions with the Customer without us having to refer to them again.

(5) Individual agreements made in a specific case take precedence over these Terms. Our written confirmation is decisive for their content. Written form within the meaning of these Terms includes text form, in particular e-mail.

§ 2 Offer and conclusion of contract

(1) Our offers are subject to change. Unless otherwise stated, we are bound by the prices and conditions for 30 days from the date of the offer.

(2) A contract is only concluded upon our written order confirmation or by our execution of the delivery. Our order confirmation is decisive for the content and scope of the delivery.

(3) Illustrations, drawings, dimensions, weights and technical data in catalogues, brochures and on our website are non-binding unless expressly designated as binding. Technical changes by the manufacturer remain reserved insofar as they do not impair the agreed use.

(4) We reserve ownership and copyrights to offers, drawings, calculations and other documents. The Customer may only make them accessible to third parties with our written consent.

§ 3 Prices and payment

(1) Our prices are in euros, net plus statutory VAT. Packaging, freight, insurance and customs duties are charged separately unless otherwise agreed.

(2) If our supplier increases its prices after our order confirmation, in particular due to increased costs for raw materials, energy or transport, or due to changes in exchange rates or levies, we are entitled to adjust the agreed price to the same extent. We will notify the Customer of the adjustment in writing without delay. If the increase exceeds 5 % of the order value, the Customer may withdraw from the contract in writing within one working day of receipt of the notification; otherwise the adjusted price shall be deemed agreed.

(3) The minimum order value is EUR 150 net value of goods. For orders below this value, we charge the minimum order value.

(4) Invoices are payable within 14 days of the invoice date without deduction. The date of receipt of payment in our account is decisive.

(5) On expiry of the payment period, the Customer is in default without a reminder. We are then entitled to charge default interest at the statutory rate (Section 288 (2) BGB) and the lump sum pursuant to Section 288 (5) BGB. We reserve the right to claim further damages.

(6) For new customers, custom-made products or in case of justified doubts about solvency, we may demand payment in advance or a reasonable down payment.

(7) The Customer may only set off undisputed or legally established claims. The Customer is only entitled to a right of retention if its counterclaim is based on the same contractual relationship.

§ 4 Delivery and delivery time

(1) As a rule, the goods are delivered directly by the manufacturer to the Customer or to an address designated by the Customer.
(2) Delivery dates and delivery periods are approximate unless they have been expressly confirmed in writing as binding. The delivery period only begins once all technical and commercial questions have been clarified and any agreed down payment has been received.
(3) We deliver subject to correct and timely self-supply, provided that we have concluded a corresponding covering transaction with our supplier and are not responsible for the non-delivery. If the goods are not available, we will inform the Customer without delay and refund any payments already made.
(4) Force majeure and other events for which we are not responsible extend the delivery time by the duration of the hindrance plus a reasonable start-up period. These include in particular strikes, lockouts, official measures, shortages of energy and raw materials, transport disruptions and operational disruptions at the manufacturer. If the hindrance lasts longer than three months, either party may withdraw from the contract.
(5) Partial deliveries are permitted insofar as they are reasonable for the Customer.
(6) If the Customer is in default of acceptance, we may demand compensation for the resulting damage and additional expenses, including storage costs.

§ 5 Shipping and transfer of risk

(1) Unless otherwise agreed, we deliver free carrier from the manufacturer’s works (FCA, Incoterms 2020); for deliveries outside the European Union, in particular to Switzerland, ex works of the manufacturer (EXW, Incoterms 2020). We choose the shipping route and means of transport at our reasonable discretion.
(2) The risk passes to the Customer as soon as the goods have been handed over to the forwarding agent, the carrier or any other person designated to carry out the shipment. This also applies to partial deliveries and if we bear the freight costs.
(3) We only take out transport insurance at the Customer’s express request and expense.
(4) The Customer shall inspect the consignment for external transport damage on delivery, note any such damage on the consignment note and inform us without delay.

§ 6 Technical information and responsibility of the Customer

(1) Our sizing and product selection are based on the Customer’s information, in particular on loads, stroke, speed, duty cycle, mounting position and ambient conditions. The Customer may use our questionnaire for this purpose. The Customer is responsible for the correctness and completeness of this information.
(2) The Customer decides on its own responsibility whether a product is suitable for its machine or plant. The Customer is responsible for the safe design, installation and commissioning of its machine and for its CE conformity in accordance with the Machinery Directive 2006/42/EC or the Machinery Regulation (EU) 2023/1230.
(3) In applications in which the failure of a component may endanger persons, for example lifting platforms or loads suspended above persons, the Customer must provide suitable safety devices such as safety nuts, limit switches or brakes.
(4) The manufacturer’s operating, installation and maintenance instructions as well as its lubrication specifications must be strictly observed. Only lubricants supplied or expressly approved by the manufacturer may be used. Even traces of other lubricants lead to the loss of claims for defects (§ 8 (4)).

§ 7 Retention of title

(1) The goods delivered remain our property until all our claims arising from the business relationship with the Customer have been paid in full (reserved goods).
(2) The Customer may process, install and resell the reserved goods in the ordinary course of business. Pledging and transfer by way of security are not permitted.
(3) If the reserved goods are processed or combined with other items, for example installed in a machine, we acquire co-ownership of the new item in the ratio of the invoice value of our goods to the value of the other items.

(4) The Customer hereby assigns to us by way of security all claims arising from the resale of the reserved goods or the new item in the amount of our invoice value. We accept the assignment. The Customer remains authorised to collect the claims as long as it meets its payment obligations.
(5) In the event of third-party access to the reserved goods, for example by seizure, the Customer shall point out our ownership and notify us without delay.
(6) In the event of default in payment, we are entitled to demand the return of the reserved goods after setting a deadline.
(7) If the realisable value of the securities exceeds our claims by more than 10 %, we will release securities of our choice at the Customer's request.
(8) For deliveries to Austria or Switzerland, the retention of title applies to the extent permitted by the law of the country of destination. The Customer shall cooperate in the necessary measures, in particular registration in the register of retention of title in Switzerland.

§ 8 Claims for defects

(1) The Customer must inspect the goods without delay after receipt and give written notice of defects without delay (Section 377 of the German Commercial Code, HGB). Obvious defects, shortfalls in quantity and incorrect deliveries must be notified within 5 calendar days of receipt of the goods, hidden defects within 5 calendar days of their discovery. On request, the Customer shall enclose photos, videos or other evidence with the notice of defect and cooperate in the inspection of the defect. If the Customer fails to give notice, the goods shall be deemed approved.
(2) In the event of a defect, we shall, at our discretion, provide subsequent performance by repair or replacement. If subsequent performance fails, the Customer may withdraw from the contract or reduce the price.
(3) The limitation period for claims for defects is 12 months from the transfer of risk. This does not apply in the cases of Sections 438 (1) No. 2 and 445b BGB, in the event of intent, fraudulent concealment or an assumed guarantee, or to claims for damages under § 9 (1); in these cases the statutory periods apply.
(4) The following in particular do not constitute defects: natural wear (e.g. of nuts, screws and seals), damage caused by overload, operation outside the agreed operating conditions or those stated by the Customer, incorrect installation, inadequate lubrication or maintenance, the use of non-approved lubricants, unsuitable operating materials and unauthorised modifications or repairs by the Customer or third parties.
(5) The Customer shall only return goods subject to complaint to us or to the manufacturer after prior consultation. If it turns out that there is no defect, the Customer shall bear the inspection and transport costs incurred.
(6) We only reimburse expenses for removal and installation to the extent required by law (Section 439 (3) BGB) and only in a reasonable amount. We may refuse disproportionate costs in accordance with Section 439 (4) BGB.
(7) Claims for damages due to defects exist only in accordance with § 9.

§ 9 Liability

(1) We are liable without limitation in the event of intent and gross negligence, injury to life, body or health, under the German Product Liability Act and to the extent of an assumed guarantee.
(2) In the event of simple negligence, we are only liable for the breach of material contractual obligations, i.e. obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely. In this case, our liability is limited to the foreseeable damage typical of the contract.
(3) Within the scope of paragraph 2, we are not liable for indirect damage and consequential damage, in particular not for loss of production, machine downtime and loss of profit, insofar as these are not foreseeable and typical of the contract.
(4) The above limitations of liability also apply to our managing directors, employees and vicarious agents.

§ 10 Sizing and consulting services

(1) We provide technical sizing, calculations, costing, proposals for alternatives and benchmarking to the best of our knowledge on the basis of the Customer's information and the manufacturers' data. We do not owe any specific economic or technical success unless otherwise agreed in writing.

(2) Free advice in connection with an enquiry is non-binding. It does not release the Customer from its own examination pursuant to § 6.
(3) § 9 applies to liability.

§ 11 Cancellation and return

(1) As a rule, the goods we supply are ordered or manufactured specifically for the order from the manufacturer. Withdrawal or return after the order confirmation is therefore only possible with our written consent.
(2) If we agree to a cancellation or return, we charge a handling fee of 25 % of the order value plus the costs charged to us by the manufacturer. The Customer remains entitled to prove that the damage was lower.
(3) Custom-made products and products modified according to the Customer’s specifications are excluded from return.
(4) For changes requested by the Customer after our order confirmation, we charge a handling fee of EUR 200 net per change plus the additional costs charged to us by the manufacturer. The Customer remains entitled to prove that the damage was lower.

§ 12 Repairs

(1) We carry out repairs of gearboxes and ball screws on the basis of a cost estimate. If the effort for the inspection is considerable, we will charge for it even if the Customer does not place a repair order.
(2) The Customer sends items for repair at its own cost and risk. If the Customer does not collect an item within three months despite being requested to do so, we may scrap it at the Customer’s expense after prior notice.
(3) § 8 and § 9 apply accordingly to defects in the repair service.

§ 13 Final provisions

(1) The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
(2) The place of performance for all obligations arising from the contract is Kehl, unless otherwise agreed.
(3) The exclusive place of jurisdiction for all disputes arising from the business relationship is the registered office of our company in Kehl, Germany. We are also entitled to sue at the Customer’s general place of jurisdiction.
(4) Should any provision of these Terms be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the statutory provision.

Version: October 2026