



## **General Terms and Conditions (GTC) of Heron CNC-Technik GmbH**

### **1. Scope**

These GTC apply to all contracts, deliveries, and other services between Heron CNC-Technik GmbH and its customers. Deviating terms of the customer shall not be recognized unless they have been expressly confirmed in writing by Heron CNC-Technik GmbH.

### **2. Offers and Conclusion of Contract**

Offers from Heron CNC-Technik GmbH are non-binding and subject to change. A contract is only concluded through written order confirmation by Heron CNC-Technik GmbH or by execution of the delivery.

### **3. Prices and Payment Terms**

All prices are in euros plus the applicable statutory VAT. Unless otherwise agreed, invoices are payable within 30 days net from the invoice date without deduction. In case of late payment, Heron CNC-Technik GmbH is entitled to charge default interest of 9 percentage points above the base interest rate.

### **4. Delivery Time**

Delivery dates or deadlines are non-binding unless expressly agreed otherwise in writing. Compliance with delivery obligations requires the timely and proper fulfillment of the customer's obligations.

### **5. Shipping and Transfer of Risk**

Delivery is made according to Incoterms 2020 – DAP (Delivered at Place) to the agreed destination. The risk passes to the customer as soon as the goods are ready for unloading at the destination.

### **6. Warranty**

The customer must inspect the delivered goods immediately upon receipt for defects and report any apparent defects in writing without delay. Hidden defects must be reported in writing immediately after discovery. In the case of justified complaints, Heron CNC-Technik GmbH shall either repair or replace the goods at its discretion.

### **7. Liability**

Heron CNC-Technik GmbH is liable for damages resulting from intentional or grossly negligent breaches of duty. In the case of slightly negligent breaches of essential contractual obligations, liability is limited to foreseeable damages typical for the contract.

### **8. Retention of Title**

The delivered goods remain the property of Heron CNC-Technik GmbH until full payment of the purchase price.



**9. Place of Performance and Jurisdiction**

The place of performance for all obligations arising from the contractual relationship is the registered office of Heron CNC-Technik GmbH. The place of jurisdiction, to the extent legally permissible, is the registered office of Heron CNC-Technik GmbH.

**10. Final Provisions**

Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.

These GTC come into effect on March 10, 2025.