

1. Scope of Application

1.1. These General Terms and Conditions (GTC) apply to all business relationships between FibreCode GmbH, Marie-Curie-Straße 9, 76275 Ettlingen, Germany (hereinafter referred to as "FibreCode", "we", or "us") and its customers, whether concluded via our online store or through individual quotes, purchase orders, and contracts in text form.

1.2. Our offers, deliveries, and services are exclusively directed at entrepreneurs (*Unternehmer* pursuant to § 14 BGB), legal entities under public law, or special funds under public law (hereinafter "Customer"). We do not conclude contracts with consumers (*Verbraucher* pursuant to § 13 BGB). By placing an order, the Customer declares that they are acting in their commercial or independent professional capacity.

1.3. Deviating, conflicting, or supplementary terms and conditions of the Customer shall only become part of the contract if we have expressly agreed to their validity in text form.

1.4. Our hardware products (including USB sticks, adapters, media converters, devkits, and evaluation boards) are specialized development tools intended exclusively for professional use by qualified personnel in research, development, testing, validation, and prototyping environments. Pursuant to Article 2(2)(c) of EU Directive 2014/30/EU (EMC Directive), custom evaluation kits used solely in R&D facilities are exempt from CE marking requirements. Our products are not finished consumer goods and are not certified for use in series production, commercial end-products, life-support, or safety-critical applications. The Customer is solely responsible for ensuring that any system, product, or application developed with or incorporating FibreCode hardware complies with all applicable statutory safety, regulatory, and electromagnetic compatibility (EMC) requirements.

2. Conclusion of Contract

2.1. The presentation of products in our online store does not constitute a legally binding offer, but a non-binding invitation to place an order.

2.2. By clicking the final order button, the Customer submits a legally binding offer to purchase the goods in the shopping cart.

2.3. For orders placed in our online store, the contract is concluded when we accept the Customer's order by sending a formal order confirmation via email or by dispatching the goods. For individual quotes submitted by us outside the online store (e.g., via email), our quote constitutes a binding offer valid for the acceptance period stated therein (or 30 days if unspecified), and the contract is concluded upon receipt of the Customer's acceptance in text form (e.g., confirmation email or purchase order) or upon our formal order confirmation.

2.4. Orders in our online store are placed exclusively as a guest; no customer accounts are created. The contract text is stored by us after the conclusion of the contract for processing purposes and will be sent to the Customer in text form (via email) along with the formal order confirmation. The contract text is not accessible to the Customer via our online store after the order has been completed. The Customer is responsible for storing and archiving the emails and documents sent by us for their own records.

2.5. Due to manual stock management, availability updates in our online store may occasionally be delayed. We reserve the right to check availability after receiving your order. If an item is unexpectedly unavailable, we will inform the Customer immediately in text form. In this case, we may either decline the order (resulting in no contract being concluded, and any payments already received will be refunded immediately) or offer an extended delivery period, subject to the Customer's consent.

3. Prices, Shipping Costs, and Payment Terms

3.1. All prices stated in our online store, quotes, and order confirmations are strictly net prices in EUR, excluding the applicable statutory value-added tax (VAT) as well as shipping and handling costs.

3.2. For cross-border deliveries within the EU, a valid VAT Identification Number (VAT ID) must be provided to apply the reverse charge mechanism (tax-free intra-community supply). Deliveries to non-EU countries are tax-free export deliveries.

3.3. For online store orders, we offer payment via direct electronic payment methods (Credit Card, PayPal, etc. via our payment provider Mollie). For individual quotes and orders placed outside the online store, payment terms (such as advance bank transfer or payment on invoice within 14 days) shall be governed by the respective quote or written agreement.

4. Delivery, Passing of Risk, and Customs

4.1. Unless expressly agreed otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer as soon as we have handed over the goods to the forwarding agent, carrier, or the person or institution otherwise designated to carry out the shipment (§ 447 BGB).

4.2. Delivery times stated are approximate and non-binding, unless a fixed delivery date has been expressly promised in text form.

4.3. For deliveries to non-EU countries, local import duties, taxes, customs clearance fees, and carrier handling charges may apply. These deliveries are strictly made under the Incoterm DAP (Delivered at Place). All local import duties, clearance costs, and taxes are the sole responsibility of the Customer. For shipments to non-EU destinations, the Customer may provide their own carrier account number (e.g., UPS Account Number) to facilitate direct billing of local import duties, taxes, and clearance fees to the Customer's account. Should the Customer refuse acceptance of the shipment, fail to provide required import documentation, or refuse payment of local duties and taxes, causing the carrier (e.g., UPS) to invoice these duties, storage fees, or return shipping costs back to FibreCode, the Customer shall be fully obligated to reimburse FibreCode for all such incurred charges. In addition, FibreCode may charge a flat administrative handling fee of 50.00 EUR per incident (with the Customer entitled to prove lesser damage, and FibreCode entitled to claim higher actual damages if documented).

4.4. Delivery delays due to force majeure or events for which we are not responsible (e.g., strikes, lockouts, official orders, natural disasters, or disruptions in the supply chain of our suppliers) shall extend the delivery period by the duration of the hindrance plus a reasonable restart period. If the hindrance lasts longer than four weeks, both parties are entitled to withdraw from the contract in text form with regard to the unfulfilled part.

4.5. In accordance with the German Packaging Act (VerpackG) regarding transport and commercial sales packaging not subject to mandatory system participation (§ 15 VerpackG), the place of performance for our statutory obligation to take back packaging is the registered office of FibreCode GmbH (Ettlingen, Germany). The Customer shall bear all costs of return transport and any disposal, or the Customer shall ensure proper and professional disposal and recycling of the packaging at its own expense.

5. Retention of Title (Eigentumsvorbehalt)

5.1. We retain title to the delivered goods until all current and future claims arising from the ongoing business relationship with the Customer have been paid in full (Extended Retention of Title).

5.2. The Customer is entitled to resell the reserved goods in the ordinary course of business. In return, the Customer assigns to us in advance all claims in the amount of the final invoice value arising from the resale. We accept the assignment.

5.3. The Customer is obliged to handle the reserved goods with care. As long as the title has not passed, the Customer must immediately notify us in text form if the delivered goods are seized, attached, or otherwise subject to third-party interventions. The Customer shall bear all costs necessary to lift such interventions, provided they cannot be recovered from the third party.

6. Duty of Inspection and Warranty

6.1. The Customer must inspect the delivered goods immediately upon receipt. Any obvious defects, incorrect deliveries, or quantity discrepancies must be reported to us in text form without undue delay, at the latest within 5 business days. Hidden defects must be reported immediately upon discovery. If the Customer fails to notify us, the goods shall be deemed to have been approved in accordance with § 377 of the German Commercial Code (HGB).

6.2. In the event of a justified notice of defect, we shall, at our discretion, provide warranty by rectifying the defect (repair) or delivering a defect-free item (replacement).

6.3. The warranty period for newly manufactured goods is 12 months from the passing of risk.

7. Limitation of Liability

7.1. We shall be liable without limitation for intent and gross negligence.

7.2. In cases of simple negligence, we shall only be liable for the breach of essential contractual obligations (cardinal obligations), the fulfillment of which is necessary for the proper execution of the contract. In this case, our liability is limited to the foreseeable, typically occurring damage.

7.3. The above limitations of liability do not apply to injury to life, body, or health, or to claims under the German Product Liability Act (Produkthaftungsgesetz).

8. Final Provisions, Applicable Law, and Jurisdiction

8.1. The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

8.2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of FibreCode GmbH (Ettlingen, Germany).

8.3. Should individual provisions of these General Terms and Conditions be entirely or partially invalid, the validity of the remaining provisions shall not be affected.