

Delivery, assembly and installation conditions of Köttermann GmbH

As of: 01.04.2026

1. Scope

1.1 The following delivery, assembly and installation conditions (hereinafter referred to as "Conditions") of Köttermann GmbH (hereinafter referred to as "Köttermann") apply to deliveries and the assembly and installation of contractual products (hereinafter referred to as "Contractual Services"). Insofar as, in addition to the aforementioned contractual Services, the transfer of ownership and/or delivery of contractual products is also contractually agreed within the framework of a purchase and/or delivery contract, Köttermann's General Terms and Conditions of Sale and Delivery shall apply in addition to these Conditions.

1.2 These Conditions apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that Köttermann has expressly agreed to their validity. This requirement of consent shall also apply if the customer refers to its general terms and conditions during contractual negotiations/agreements and Köttermann does not expressly object to them.

1.3 These Conditions apply only to entrepreneurs within the meaning of the German Civil Code (BGB), legal entities under public law or special funds under public law.

1.4 Individual agreements made with the customer in individual cases (e.g. assembly agreements, including subsidiary agreements, supplements and amendments) and information on Köttermann's order confirmations shall in any case take precedence over these Conditions.

1.5 For construction work in Germany, the provisions of the VOB/B (German Construction Contract Procedures) shall apply in priority, provided that these have been expressly agreed between the parties in the respective contract.

1.6 If Köttermann provides a technical consultant for the purpose of supervising and coordinating assembly and installation, this does not constitute a contractual service within the meaning of these Conditions; in this respect, the provisions of the BGB (German Civil Code) on service contracts shall apply.

1.7 Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these Conditions includes written and text form (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

1.8 Declarations made by Köttermann personnel are only binding on Köttermann if they are confirmed in writing or in text form by a person authorised by Köttermann.

1.9 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Conditions.

2. Conclusion of contract

2.1 All offers made by Köttermann regarding contractual services are non-binding and subject to change. This also applies if Köttermann provides the customer with catalogues and/or other sales documents.

2.2 The customer's order for the contractual services shall be deemed a binding offer to enter into a contract. A contract shall then be concluded upon written order confirmation by Köttermann and shall be governed exclusively by the content of the order

confirmation and these Conditions. The drawings attached to the order confirmation and to be approved by the customer during the order preparation process shall form an integral part of the contract.

2.3 Köttermann reserves all rights to the documents (in particular illustrations, drawings, design proposals), including those in electronic form, and to samples. They may not be made accessible to third parties and must be returned to Köttermann immediately upon request. The customer has no right of retention.

3. Prices, terms of payment

3.1 Unless a flat rate has been expressly agreed, the Contractual Services shall be invoiced on a time and material basis in accordance with Köttermann's price list valid at the time of conclusion of the contract.

3.2 Prices are quoted in euros (EUR) plus the applicable statutory value added tax.

3.3 Price changes are permissible if there are more than four (4) months between the conclusion of the contract and the start of the Contractual Services. In this case, Köttermann shall be entitled to increase the price for the Contractual Services in line with the cost increases, subject to a notice period of four (4) weeks. If the price increase exceeds 5%, the customer shall be entitled to withdraw from the contract; in this case, the withdrawal must be declared in writing within two (2) weeks of notification of the price increase.

3.4 Köttermann reserves the right – even within the framework of an ongoing business relationship – to demand advance payments or security deposits if a credit check reveals doubts about the customer's ability to pay. Köttermann shall declare such a reservation at the latest upon confirmation of the order. Otherwise, Köttermann's invoices are due for payment without deduction within ten (10) calendar days of delivery of the invoice at the latest; if this deadline expires without payment, the customer shall be in default. Exceptions to these terms of payment must be agreed separately between Köttermann and the customer.

3.5 Köttermann shall only accept cheques by special agreement and only on account of performance.

3.6 If the customer is in default of payment, Köttermann is entitled to charge default interest at the statutory rate. The assertion of further damages caused by default remains unaffected. The claim to commercial interest on arrears remains unaffected in relation to merchants.

3.7 If, after conclusion of the contract, it becomes apparent (e.g. through an application to open insolvency proceedings) that Köttermann's claim to remuneration is at risk due to the customer's inability to pay, Köttermann shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to terminate the contract after setting a deadline. In the case of contracts for the manufacture of non-fungible goods (custom-made products), Köttermann may declare termination immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected. If, after conclusion of the contract, Köttermann becomes aware of the risk of the customer's inability to pay, Köttermann shall be entitled to perform outstanding Contractual Services only against advance payment or security deposit. Köttermann shall set a reasonable deadline for the advance payments or security deposits, which shall not be less than one (1) week. If the advance payments or security deposits have not been made by the end of the deadline, Köttermann may terminate the contract. Köttermann reserves the right to assert further rights.

3.8 The customer shall only be entitled to offset or retain payment if their counterclaim has been legally established or is undisputed. In the event of defects in performance, the customer's counterclaims shall remain unaffected.

4. Occupational safety

4.1 Köttermann shall comply with the statutory provisions applicable at the place of performance when performing the Contractual Services. If the statutory provisions change between the conclusion of the contract and the performance of the Contractual Services and this leads to additional expenditure or the adjustment of processes, Köttermann shall be entitled to compensation for any additional expenditure and to an adjustment of the contractual deadlines.

4.2 For its part, the customer shall comply with the statutory, official and professional association regulations and orders in force at the place of performance and shall take the necessary measures to prevent accidents and to protect persons and property belonging to Köttermann.

4.3 The customer is responsible for informing Köttermann in writing and in good time about existing safety regulations at the place of performance and for providing safety training for the personnel provided by Köttermann before the Contractual Services are performed on site. If these safety regulations require special protective equipment for Köttermann's personnel, this must be provided in sufficient quantities.

4.4 If one or more of the safety requirements to be fulfilled by the customer at the place of performance are not met and are not remedied within a reasonable grace period despite written notification by Köttermann to the customer, Köttermann shall be entitled to suspend the Contractual Services until the safety deficiency has been remedied. Köttermann is also entitled, after prior notification, to withdraw personnel from the place of performance and/or to terminate the contract or part of the contract affected by these Conditions if there is a danger to life and limb for the employees concerned in the course of their work. In any case, Köttermann shall be entitled to adjust the contractually agreed dates as a result of the delay caused by non-compliance with the safety requirements.

4.5 All costs incurred by Köttermann directly or indirectly as a result of the suspension or interruption of Contractual Services for reasons shall be invoiced to the customer separately in full.

4.6 Times for special safety training for Köttermann personnel must be communicated at the latest when the order is placed. Otherwise, these times will be invoiced according to actual expenditure and charged to the customer.

5. Conditions for delivery

5.1 For deliveries of more than 5 cbm and/or deliveries of safety cabinets and/or deliveries of fume cupboards, the customer is obliged to complete the "Köttermann Transport Checklist" and send it to Köttermann at least fourteen (14) working days before loading.

5.2 The delivery vehicle must be able to reach and leave the unloading point without any danger. This requires a sufficiently paved access road that is freely passable by lorries (weighing over 7.5 tonnes). If this requirement is not met, the delivery may be cancelled at the customer's expense and then postponed. In this case, Köttermann shall be entitled to adjust the contractually agreed dates as a result of the delay.

5.3 Direct access to the building must have a minimum height of 4.00 m and a width of 2.60 m to avoid damage to the building (e.g. canopy).

5.4 The transport route from the unloading point to the place of use must be free of obstacles and barriers of any kind that could prevent proper transport, and must have a minimum clear width of 1.30 m and a minimum clear height of 2.10 m.

5.5 If the contractual service needs to be transported to floors higher than the ground floor, the customer must provide a lift for vertical transport. The customer shall be responsible for protecting the lift (covering). Any costs incurred for the use of the lift shall be borne by the customer. If a lift is not available or is temporarily unavailable in the event of necessary vertical transport, additional costs shall be incurred due to the extra effort involved in transport, which Köttermann shall charge to the customer.

5.6 Any work and transport required under clean room conditions or in radiation protection areas are not included in the scope of Köttermann's order and must be discussed in detail during the initial phase. Special requirements must be clarified in advance and may lead to the cancellation of the delivery at the customer's expense without prior consultation.

6. Condition of the rooms upon delivery

6.1 The contractual products delivered by Köttermann are of high quality. As they can be easily damaged by other trades, the customer's premises must be completed and swept clean by the day of delivery. Other trades must have completed their work if possible; parallel work with Köttermann must be agreed separately. This applies in particular to work on floor coverings, walls and ceilings. The customer shall ensure that an instructed contact person who is familiar with the project and the work of the other trades is present or available at the time of delivery and during installation.

6.2 After delivery of the contractual products, the customer shall ensure that these rooms are locked. In addition, the customer shall take the measures to protect the delivered contractual products that he would take to protect his own property. In the event of damage to or loss of the product, the costs of replacement shall be borne by the customer.

6.3 If the delivered contractual products cannot be taken directly to the installation site because the rooms do not yet meet the requirements of clause 6.1, they will generally be stored temporarily in the customer's building. These rooms must also be sufficiently large, suitable, clean, dry and lockable. Subsequent transport shall then be at the customer's expense. In this context, the customer shall reimburse the actual additional costs incurred, including the costs for waiting time, wage surcharges and any additional travel to and from the site by Köttermann's installation personnel.

6.4 The customer shall provide parking spaces and suitable recreation rooms (including suitable sanitary facilities) for Köttermann's assembly personnel free of charge.

7. Assembly, installation

7.1 The installation and assembly of all individual parts of the contractual products or other items shall be carried out in accordance with Köttermann's assembly drawings approved by the customer during the technical clarification process.

7.2 All fully assembled units of the contractual products or other items (laboratory units) shall be aligned and roughly cleaned by Köttermann. Fine cleaning shall be carried out by the customer. The packaging material shall be disposed of properly by Köttermann.

7.3 Supply and exhaust air ducts and their connection are not included in the standard scope of delivery, unless this has been expressly agreed in the contract.

7.4 All sanitary supply and drainage pipes within the laboratory facilities shall be installed by Köttermann in accordance with the recognised rules of technology as part of the assembly, provided that this work has been expressly agreed between the parties in the contract. The pipe routing within the laboratory facility ends at the handover points on site, which shall be agreed in advance between Köttermann and the customer. The customer shall install appropriate shut-off valves at the handover points on site. Any additional costs incurred due to deviating handover points or handover types shall be borne by the customer. The customer shall ensure that a drinking water protection system is in place on site via a system separator, if necessary.

7.5 All electrical wiring within the laboratory equipment shall be installed by Köttermann in accordance with the recognised rules of technology during assembly, provided that this work has been expressly agreed between the parties in the contract. The electrical wiring within the laboratory equipment ends in the sub-distribution boards of the laboratory furniture. The length of the electrical supply cables for the sub-distribution boards can be agreed in advance between Köttermann and the customer. However, it must be at least 5 m. Additional costs due to deviating transfer points and supply cables that are too short shall be borne by the customer.

7.6 Köttermann shall connect the media supply and disposal systems within the laboratory facilities to the on-site transfer points for the media that are part of the respective contract. The connection shall be made in accordance with the generally accepted engineering standards and shall be recorded if required. Additional costs incurred due to deviating transfer points shall be borne by the customer.

7.7 The supply and exhaust air ducts shall be laid in accordance with the generally accepted engineering standards. Ceiling and wall openings shall be made by the customer and then professionally sealed again by them. The materials, tools and scaffolding required for this work are also included in the scope of services to be provided by the customer.

7.8 Changes, special and additional services that are not included in the scope of the agreed contractual services shall be invoiced in accordance with Köttermann's current price list on the basis of separate installation reports countersigned by the customer.

7.9 If the contractual services are delayed due to circumstances for which the customer is responsible, the customer shall reimburse Köttermann for any additional costs actually incurred in this connection, including the costs of waiting time, wage surcharges and any additional travel to and from the site by Köttermann's assembly personnel. This applies in particular if the products cannot be commissioned because the necessary media (e.g. exhaust air, electricity, etc.) are not available on site.

7.10 Fire alarm systems on site must be deactivated in the work areas during installation. Otherwise, dust may be generated, which could trigger false alarms for which no liability is accepted. The customer must ensure adequate fire protection during this time.

8. Cooperation of the customer

8.1 The customer must fulfil their obligations to cooperate so that Köttermann can ensure fault-free and timely installation.

8.2 The customer is obliged to inform Köttermann of any special legal, official and other regulations at the place of performance that relate to the execution of the Contractual Services. The customer must obtain the necessary official approvals, if required, so that the Contractual Services can be performed without disruption. This applies in particular to situations involving particular hazards. The customer bears the risk of any delay or refusal of these approvals.

8.3 Without the express written consent of Köttermann, the customer is not authorised to engage Köttermann's personnel or subcontractors for work that is not covered by the contract. Köttermann accepts no liability for work carried out on the customer's instructions without specific instructions from Köttermann, nor does Köttermann bear any costs incurred as a result.

8.4 The customer shall provide the necessary infrastructure specified in these Conditions and supply Köttermann with the necessary information regarding the operational structure and premises.

8.5 The customer's technical assistance must ensure that the Contractual Services can be commenced immediately upon arrival of Köttermann's personnel and carried out without delay until acceptance by the customer. If special plans or instructions from Köttermann are required, Köttermann shall make these available to the customer in good time.

8.6 The workers provided by the customer must follow the instructions of Köttermann's installation manager. Köttermann accepts no liability for these workers. If a defect or damage has been caused by the workers provided by the customer as a result of instructions given by the installation manager, the provisions of clause 10 shall apply accordingly.

9. Deadlines and delays

9.1 The assembly time depends largely on the conditions at the place of performance and the cooperation provided by the customer. Therefore, unless a fixed date has been agreed in accordance with clause 9.2, all information about the expected duration of the Contractual Services is non-binding.

9.2 If a fixed date has been agreed for the performance of the Contractual Services, the following shall apply:

The binding nature of the date for the start of performance presupposes that all commercial and technical questions have been clarified and that the customer has fulfilled all obligations incumbent upon him prior to the start of the Contractual Services (cf. clauses 6 and 8 of these installation conditions). A completion date shall be deemed to have been met if the Contractual Services are ready for acceptance by that date. The Contractual Services shall also be deemed to have been completed if only insignificant parts are missing or insignificant reworking is required, provided that operational readiness is not impaired.

9.3 If the Contractual Services are delayed due to the customer's failure to cooperate or improper cooperation, such as a breach of the obligations under clauses 6 and 8, deadlines shall be postponed accordingly. If a deadline cannot be met because either party is unable to perform its cooperation or Contractual Services or cannot do so on time, the parties shall agree on new deadlines and the distribution of any additional costs incurred. If the customer fails to fulfil its obligations to cooperate, Köttermann shall also be entitled, but not obliged, to carry out the actions incumbent on the customer in its place and at its expense after setting a deadline. Otherwise, Köttermann's statutory rights and claims remain unaffected.

9.4 Unforeseeable, unavoidable events beyond Köttermann's control and for which Köttermann is not responsible, such as force majeure, official measures, energy shortages, machine breakdowns, war, natural disasters or industrial disputes, release Köttermann from its obligation to perform the Contractual Services on time for the duration of the event. Agreed deadlines shall be extended by the duration of the disruption; the customer shall be informed of the occurrence of the disruption in an appropriate manner. If the end of the disruption is not foreseeable or if it lasts longer than three (3) months, both contracting parties shall be entitled to withdraw from the contract.

9.5 If Köttermann is unable, for reasons beyond its control, to deliver and/or assemble the completed Contractual Services at the place of performance in accordance with the construction schedule, and if, in the absence of alternative storage space at a lockable storage location provided exclusively to Köttermann by the customer, it is necessary for Köttermann to store the Contractual Services temporarily, the customer shall incur storage costs in the following amount and on the following scale: 1st - 3rd week: flat rate of EUR 14.00/m³ per calendar week or part thereof, from the 4th week onwards: actual storage costs incurred by third-party providers as evidenced.

10. Acceptance

10.1 Köttermann shall notify the customer in writing (by email is sufficient) of the completion of the Contractual Services. The customer undertakes to inspect Köttermann's contractual services without delay and to declare acceptance in writing within a reasonable period of time, at the latest within twelve (12) working days of receipt of the completion notification (acceptance period), in the manner described in clause 10.3. The Contractual Services in question shall be deemed to have been accepted if (i) the customer does not declare acceptance within the agreed acceptance period and has not reported any defects that would prevent acceptance, (ii) the customer uses the Contractual Services and/or products productively, or (iii) the customer has paid for the Contractual Services in full. If the customer is in default with acceptance, they must confirm this in writing at Köttermann's request.

10.2 At Köttermann's request, self-contained parts of the Contractual Services may be accepted separately.

10.3 Acceptance shall be recorded in writing in a joint protocol signed by both parties. Any reservations due to recognisable defects shall be included in the minutes, as shall any objections raised by the customer. If there is a minor defect, the customer may not refuse acceptance. If the Contractual Services prove to be non-compliant with the contract (recognisable defects), the provisions of clause 11 shall apply with regard to claims for defects and liability. Each party shall receive a copy of the report.

10.4 The written form required for acceptance in accordance with Section 10.3 above shall also be deemed to have been complied with by means of an electronic signature of the parties via a signature pad. The same shall apply to the signing of test reports by the parties in connection with the installation and assembly of the contractual products or other items.

10.5 Upon acceptance or deemed acceptance, the benefits and risks of the contractual services shall pass to the customer.

11. Warranty, claims for defects, liability

11.1 Defects in the Contractual Services shall be remedied in accordance with the following provisions.

11.1.1 Köttermann shall remedy defects insofar as they have been reported during acceptance in accordance with Section 10.3.

11.1.2 Defects in the Contractual Services must be reported to Köttermann in writing immediately after discovery.

11.1.3 Köttermann shall remedy defects in the Contractual Services at its own discretion by remedying the defect or manufacturing a new product (collectively referred to as "subsequent performance").

11.1.4 If defects cannot be remedied immediately due to circumstances for which Köttermann is not responsible, Köttermann shall only be liable for those expenses that would have been incurred if the defect had been remedied immediately. If the customer prevents Köttermann from remedying the defect, the customer shall reimburse Köttermann for the additional expenses incurred as a result.

11.1.5 If Köttermann allows a reasonable period for subsequent performance to elapse without remedying the defect, if the repair is refused or does not lead to the defect being remedied, and if the customer cannot reasonably be expected to accept further repairs, the customer shall be entitled to further statutory warranty rights. The same applies in cases where operational safety is endangered and to prevent disproportionately large damage, in which case Köttermann must be notified immediately. Köttermann shall under no circumstances be liable for damage resulting from modifications and/or repair work carried out by the customer or third parties commissioned by the customer.

11.1.6 The customer shall grant Köttermann the necessary time and opportunity to remedy the defect to a reasonable extent.

11.2 Köttermann shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, in accordance with the statutory provisions, if a defect actually exists and this does not result in a disproportionate burden. If there is no defect, Köttermann may charge the customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular testing and transport costs), unless the lack of defectiveness was not apparent to the customer.

11.3 If Köttermann is required to assemble laboratory equipment or other furnishings provided by the customer, Köttermann shall not be liable for the proper functioning of these parts. The assembly work shall be carried out to the best of the knowledge and belief of the assembly personnel.

11.4 The warranty shall be excluded if the customer or third parties make changes to the subject matter of the Contractual Services without Köttermann's written consent, if Köttermann's specifications are not observed during preparatory or self-performed work, or if the customer, despite being aware of a defect, does not immediately take appropriate measures to mitigate the damage, even though this was possible and reasonable for them to do so.

12. Liability; limitation of liability

12.1 If, during the performance of the Contractual Services, a contractual product supplied by Köttermann or a third-party part is damaged through the fault of Köttermann, Köttermann shall repair it or deliver a new one (in the case of its own contractual products) or provide a replacement (in the case of third-party parts) at its own expense.

12.2 Köttermann shall be liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, Köttermann shall be liable, subject to statutory limitations of liability (e.g. diligence in its own affairs; insignificant breach of duty) only a) for damages resulting from injury to life, limb or health and b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner regularly relies and may rely (cardinal obligation)); in this case, however, Köttermann's liability is limited to compensation for foreseeable, typically occurring damage.

12.3 The limitations of liability resulting from clause 12.2 shall also apply to third parties and in the event of breaches of duty by persons (including for their benefit) for whose fault Köttermann is responsible under statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee has been given for a particular quality, nor shall they apply to claims by the customer under the Product Liability Act.

12.4 The customer is obliged to take appropriate measures to prevent and mitigate damage.

13. Limitation period

13.1 To the extent permitted by law, all claims of the customer – for whatever legal reasons – shall become time-barred after twelve (12) months. Otherwise, the statutory periods shall apply, in particular where the limitation period of Section 634 (1) No. 2 of the German Civil Code (BGB) is relevant.

13.2 If, in the course of Köttermann remedying defects, new rights arise for the customer due to material defects, all claims arising from these rights shall become time-barred at the latest six (6) months after the defects have been remedied, whereby such claims shall be limited exclusively to defects arising directly in connection with the remedying of defects.

14. Final provisions

14.1 These Conditions and the contracts concluded between Köttermann and the customer are governed by the law of the Federal Republic of Germany, excluding the referral provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the courts in the Federal Republic of Germany responsible for Köttermann's place of business. However, Köttermann is also entitled to bring an action before the court with local jurisdiction for the customer. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

14.3 If and to the extent that these Conditions do not expressly provide otherwise, Köttermann's General Terms and Conditions of Sale and Delivery shall apply mutatis mutandis to deliveries and other services provided by Köttermann. These can be viewed on Köttermann's website (www.koettermann.com).

Contact details:

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