KISKER TERMS & CONDITIONS

31-03-2026

1. Scope

1.1 These Terms and Conditions shall apply to all deliveries and services provided by Kisker Biotech GmbH & Co. KG.
1.2 Any conflicting or deviating terms of the Buyer shall not be recognized unless expressly agreed in writing.
1.3 Our offers are directed exclusively to business customers (entrepreneurs).

2. Offers and Contract Formation

2.1 All offers are non-binding and subject to change.
2.2 A contract shall only be concluded upon our written order confirmation or delivery of the goods.
2.3 Only the terms stated in our order confirmation shall be binding.

3. Prices

3.1 All prices are ex works and exclusive of applicable VAT.
3.2 Prices are based on the current market and procurement situation.
3.3 Due to fluctuations in raw material, energy, transport and procurement costs, we reserve the right to adjust prices until order confirmation.
3.4 If, after conclusion of the contract, significant cost factors (in particular raw materials, energy, transport or procurement costs) increase, we shall be entitled to adjust prices accordingly. Upon request, we will provide evidence of such changes.

4. Orders

4.1 Orders must be submitted in writing (email or post) to:
Kisker Biotech GmbH & Co. KG
Sonnenschein 8
48565 Steinfurt
Germany
Phone: +49 (0)2551-864310
Email: order@kisker-biotech.com
4.2 The Buyer is responsible for providing complete and accurate order details (product references, quantities, specifications, etc.).
4.3 The Buyer shall provide all information necessary for proper order processing in due time.
4.4 We reserve the right to reject orders without giving reasons.
4.5 Information in catalogues, price lists or on websites is non-binding.

5. Changes and Cancellations

5.1 Orders may only be modified or cancelled with our prior written consent.
5.2 Costs already incurred shall be charged to the Buyer, but not less than 25 % of the total order value, unless the Buyer proves lower damages.
5.3 In case of approved changes, we reserve the right to adjust prices and delivery times.

6. Delivery, Shipping and Additional Costs

6.1 Delivery is made at the Buyer's risk.
6.2 Additional costs may apply in case of special delivery conditions (e.g. difficult access, bulky goods).
6.3 The classification of such conditions shall be at our reasonable discretion.
6.4 Additional costs resulting from external factors (in particular energy, transport, logistics or procurement costs) may be charged separately.

7. Delivery Terms and Lead Times

7.1 Delivery times are non-binding unless explicitly confirmed in writing as binding.
7.2 Any stated dispatch times are indicative only and subject to product availability.
7.3 Partial deliveries are permitted and may be invoiced separately.
7.4 Delays in delivery shall not entitle the Buyer to claim damages or withdraw from the contract, unless caused by intent or gross negligence.
7.5 Our obligation to deliver is subject to correct and timely self-supply by our suppliers.
7.6 We shall be entitled to withdraw from the contract if delivery becomes impossible or economically unreasonable due to unforeseen circumstances.

8. Force Majeure

8.1 Events of force majeure, including but not limited to war, geopolitical conflicts, embargoes, shortages of raw materials or energy, transport disruptions, strikes, pandemics or other unforeseeable events beyond our control, shall entitle us to delay delivery or withdraw from the contract.
8.2 This shall also apply if such events occur at our suppliers.
8.3 Any claims for damages by the Buyer in such cases are excluded.

9. Retention of Title

9.1 Goods shall remain our property until full payment of all outstanding claims.
9.2 The Buyer shall handle the goods with care and insure them appropriately.
9.3 In case of resale, the Buyer hereby assigns its claims against third parties to us.
9.4 In the event of default in payment, we are entitled to reclaim the goods.

10. Acceptance, Complaints and Returns

10.1 The Buyer shall inspect the goods immediately upon receipt.
10.2 Obvious defects must be reported in writing within 48 hours (consumables) or 5 working days (equipment).
10.3 If no complaint is made within this period, the goods shall be deemed accepted.
10.4 There is no general right of return. Returns are accepted on a goodwill basis only.
10.5 Returns require our prior written approval.
10.6 The following are excluded from return: custom-made products, chemicals, temperature-controlled goods, and specially procured items.
10.7 Accepted returns must be in original condition and are subject to a restocking fee (minimum 20 %).

11. Payment Terms

11.1 Invoices are payable within 30 days net.
11.2 In case of late payment, we reserve the right to charge statutory default interest and fees.
11.3 We may suspend deliveries in case of payment default.
11.4 We reserve the right to request advance payment or securities for new customers, large orders or increased risk situations.

12. Delay in Acceptance

12.1 If the Buyer is in default of acceptance or fails to cooperate, we are entitled to store the goods at the Buyer's expense and/or invoice them.
12.2 Further claims remain unaffected.

13. Liability

13.1 We shall only be liable for intent and gross negligence.
13.2 Liability for indirect damages, loss of profit or consequential damages is excluded to the extent permitted by law.
13.3 Liability shall be limited to the value of the respective order, to the extent legally permissible.

14. Final Provisions

14.1 German law shall apply.
14.2 Place of jurisdiction is Steinfurt, Germany.
14.3 Should any provision be invalid, the remaining provisions shall remain unaffected.