



iCD System GmbH · Augustinusstr. 9d · 50226 Frechen

General terms and conditions

In the following you will find the general terms and conditions of our company

1. General provisions

1.1 All distributions and services of the iCD Vertriebs GmbH, hereinafter referred to as iCD, are provided based on these general terms and conditions. In case of conflicting or supplementary agreements, particularly regarding contradictory terms and conditions of business, an explicit written consent of the iCD is required. All orders and contracts as well as any special assurances by iCD require written confirmation.

1.2 These terms and conditions take precedence over all terms and conditions used by the client.

2. Conclusion of contract

The offers of the iCD are subject to change. A contract is only concluded upon written confirmation by the iCD. In this respect these terms and conditions supplement other contractual provisions of the iCD. The offer of a client is binding for 14 days and can be accepted by the iCD within this period. These terms and conditions are accepted by the client by placing an order. This also applies if the iCD does not explicitly object to any other terms and conditions of the client.

3. Delivery dates and periods

3.1 All dates and deadlines for deliveries and services of the iCD are only binding if they have been designated as binding by the client and the iCD in writing. If the non-compliance with a deadline is due to reasons for which the iCD is not responsible the deadline will be extended accordingly.

3.2 Delivery dates and deadlines are considered to have been met upon delivery to the licensee's delivery address. Delivery is free of charge. iCD is entitled to partial delivery or performance.

3.3 Unforeseen events such as force majeure or riots, transport delays, strikes or other events disrupting operations release the iCD from the obligation of timely delivery for the duration of such events. This also applies if such events occur during an already existing delay.

3.4 The client will grant the iCD free access to the devices as well as unhindered access to the associated diagnostic, application programs, documentation, etc. on the agreed customer service dates. If the delivery or the performance of services is delayed due to circumstances for which the client is responsible the client shall bear the costs incurred by the iCD as a result.

Geschäftsführer
Guido von Dahlen
Sitz der
Gesellschaft
Frechen

Registergericht
Amtsgericht Köln HRB 54357

USt.-IdNr.
DE814221782

Sparkasse Köln Bonn
IBAN DE04 3704 0198 0021 5423 94
BIC COLSDE33XXX



4. Prices

4.1 All deliveries and services are provided at the prices and, if applicable, separate terms and conditions of the respective underlying type of contract, supplemented by these General Terms and Conditions of Business. The iCD price list in its current version at the time of the individual order applies. Prices are subject to change.

4.2 All prices quoted by the iCD are net prices only and do not include the statutory value added tax.

5. Terms of payment

5.1 Unless otherwise agreed, our invoices are payable immediately upon receipt without any deductions.

5.2 The customer is in default 7 days after delivery of the goods/service. From this time on, we are entitled to charge interest on arrears at a rate of 3% above the respective discount rate of the German Federal Bank, collection costs, reminder costs and other necessary collection charges, which are to be borne by the customer.

5.3 All claims of iCD are due immediately if the terms and conditions of iCD are not observed. In this case iCD is only obliged to further performance against prepayment or provision of security or may withdraw from the contract.

6. Reservation of proprietary rights

The iCD reserves the right of ownership of the delivered products until the purchase price has been paid in full and until all claims arising from the business relationship have been settled. In case of access to the products by third parties, especially in case of seizure, the buyer will point out our ownership and inform us immediately. Costs and damages shall be borne by the buyer.

7. Software usage rights

The original and all copies of a license program as well as all parts of a license program contained in a modified program remain the property of the iCD. The use of the programs delivered by the iCD requires the conclusion of a software license agreement.

8. Copyrights

iCD reserves all copyrights and trademark rights in the licensed software products at all times.

9. Court of jurisdiction

9.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Frechen.



9.2 German law applies to these GTC and the entire legal relationship between iCD and the buyer excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

iCD – GTC Version 2.1

Status: May 2020