

General Terms and Conditions (GTC)

for the Sale of Experimental Laboratory Equipment

1. Scope of Application

These GTC apply to all deliveries and services provided by Lab Desk, Waisenstr. 15, 03046 Cottbus, to our customers. Deviating conditions of the customer shall only be recognized if we have expressly agreed to their validity in writing.

2. Intended Use

Our devices and products are intended exclusively for research and development purposes. They are not intended for use in the medical field, on humans or animals, for diagnostics, or for safety-critical applications.

The customer is obliged to use the devices solely within the framework of the declared experimental purpose.

3. Offers and Conclusion of Contract

Our offers are non-binding. A contract is concluded when we confirm an order in writing (e.g., by e-mail) or deliver the goods.

4. Prices and Payment

All prices are in euros plus statutory VAT.

Payment is to be made in advance, by invoice, or as otherwise agreed. Invoices must be paid within 14 days without deduction.

5. Delivery

Delivery times are stated to the best of our knowledge. Binding delivery dates require our written confirmation.

Shipping costs are charged separately to the customer. Risk passes to the customer as soon as the goods are handed over to the transport company.

6. Retention of Title

The goods remain our property until full payment has been received.

7. Warranty

The statutory warranty applies. Obvious defects must be reported in writing within 7 days of receipt of the goods.

Since the devices are experimental, we do not provide any warranty regarding specific suitability, compatibility, or any particular use outside the declared purpose.

8. Liability

We are fully liable for intent and gross negligence.

In the case of slight negligence, we are only liable for damages resulting from the breach of essential contractual obligations (cardinal obligations), and only up to the foreseeable damage.

We are not liable for damages resulting from improper or non-designated use of the experimental devices.



9. Safety and Responsibility of the Customer

The customer undertakes to comply with all applicable safety and occupational protection regulations when handling our devices and to ensure that the devices are used only by qualified personnel.

10. Data Protection

We process personal data exclusively for contract execution and in accordance with statutory data protection regulations. Data will not be passed on to third parties, except where necessary for contract fulfillment.

11. Place of Jurisdiction and Applicable Law

The law of the Federal Republic of Germany applies. The place of jurisdiction is, insofar as legally permissible, the city of Cottbus.