General Terms and Conditions | B2C

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I. Seller and dealers

The seller is L & R Kältetechnik GmbH & Co. KG, Hachener Straße 90a-c, 59846 Sundern, Germany, trading as Art of Cryo. These terms apply to consumers where Art of Cryo itself is the seller. Where an independent dealer sells in its own name, that dealer is normally the contracting seller and its terms and mandatory consumer obligations apply. Statutory rights are unaffected.

II. Products and contract formation

The contract covers the products and services identified in the quotation, including Cryo, Flow, MCS and Lumera systems. The agreed specifications, total price including VAT, delivery and installation terms govern. A contract is formed by acceptance of an offer or order confirmation. A statutory 14-day withdrawal right does not defer formation of the contract: it permits withdrawal from an already concluded contract where applicable.

III. Intended use and safety

The product documentation governs regulatory classification and intended use. No medical or therapeutic outcome is promised unless expressly agreed. Operating instructions, warnings and contraindications must be followed. Mandatory product safety obligations remain unaffected.

IV. Prices and payment

Agreed prices include VAT; additional charges must be disclosed. Deposits and instalments apply only where transparently agreed in the individual contract. Otherwise payment is due upon delivery and invoicing. Statutory default requirements and consumer interest apply. Deposits are not automatically forfeited.

V. Delivery and installation

The contract specifies delivery and installation. The Customer shall provide reasonable site conditions previously communicated. Necessary additional costs due to customer-caused delay may be claimed under applicable law. For consumer goods sales, accidental transport risk generally passes upon handover to the consumer.

VI. Withdrawal and 14-day period

A statutory right of withdrawal generally applies to distance and off-premises contracts unless a statutory exception applies. For goods, the 14-day period generally begins upon receipt of the goods, not upon receipt of these terms or signing the contract; different rules apply to services. A contract is normally binding upon acceptance but is reversed following valid withdrawal. The relevant withdrawal notice and model form are supplied separately before contract conclusion. An exception may apply to genuinely personalized non-prefabricated goods under BGB section 312g(2)(1); selecting standard options does not automatically qualify.

VII. Cancellation and deposits

Outside statutory withdrawal, rescission or termination rights, there is no general free cancellation right. Voluntary cancellation requires a separate agreement. Deposits may be offset against legally valid payment or damages claims, with any surplus refunded. No automatic 50% forfeiture is agreed. Mandatory consumer rights remain unaffected.

VIII. Statutory defect rights

Statutory defect remedies apply. For new goods, the standard limitation period is two years from delivery, subject to mandatory special rules including goods with digital elements. Normal wear alone is not a defect; pre-existing defects remain covered. A maintenance contract is not a blanket condition for statutory remedies.

IX. Remote servicing and privacy

Remote servicing takes place only as agreed or requested. Technical and privacy information will be supplied and applicable legal bases observed.

X. Liability

Liability is unlimited as provided by law for intent, gross negligence, injury to life, body or health, fraud, express guarantees and mandatory product liability. For ordinary negligence in breach of material contractual duties, liability is limited to typical foreseeable damage. No additional rigid cap at the net order value applies to consumer contracts because it could unduly restrict typical recoverable losses. Otherwise liability for ordinary negligence is excluded to the extent lawful.

XI. Governing law

German law applies without prejudice to mandatory consumer protections in the consumer’s country of habitual residence. Invalid terms are replaced by applicable law.