

General Terms and Conditions for Services

1.1 § 1 Scope of Application / Applicability

All deliveries and services provided by the contractor are based exclusively on the following terms and conditions, unless mandatory statutory provisions or individual agreements between the parties dictate otherwise. Any deviating terms and conditions of the client shall not apply unless they have been expressly accepted in writing by the contractor.

These terms and conditions apply to all orders and contracts between the contractor and the client without the need for separate agreement. This does not apply only if these terms and conditions have been mutually waived in writing.

The client's acceptance of the contractor's services is sufficient for these terms and conditions to be incorporated into the contractual relationship.

These terms and conditions can be viewed and downloaded at www.bartels-mikrotechnik.de.

These terms and conditions apply to all service contracts of the contractor, regardless of the place of performance of the contract or the registered office of the client, unless mandatory statutory provisions or individual agreements prevent this. German law applies to all contractual relationships, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

They apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.

1.2 § 2 Subject Matter of the Contract / Remuneration

The contractor shall provide the service, consulting and advisory services specified in the order description for the systems, parts and components supplied by it.

The contractor's offers are subject to change without notice, unless their binding nature is expressly stated in writing. Insofar as dimensions and weights or images and/or drawings are specified, these are to be regarded as approximate values or examples.

The remuneration specified in the service description is an integral part of the contract. All prices and remuneration are net amounts plus statutory value added tax at the applicable rate.

Invoice amounts are to be paid in advance. The assertion of a right of retention or offsetting due to counterclaims of the client is excluded. Offsetting is only permissible if the counterclaim is undisputed by the contractor or has been legally established.

1.3 § 3 Obligation of the Client to Cooperate

The client shall support the contractor's personnel in the performance of the agreed services to the best of its ability and at its own expense.

1.4 § 4 Time of Performance

The time of performance shall be defined in the service description; these dates become binding upon written confirmation of the order by the contractor.

If the performance of the contractor's work is delayed by measures due to labour disputes, in particular strikes and lockouts, as well as due to force majeure or other circumstances for which the contractor is not responsible, the period for the provision of services shall be extended accordingly.

Contact us:

Bartels Mikrotechnik GmbH
Konrad-Adenauer-Allee 11
44263 Dortmund Germany

www.bartels-mikrotechnik.de
info@bartels-mikrotechnik.de
Tel: +49-231-58691-900

Follow Bartels:



If the provision of services is delayed due to circumstances for which the client is responsible, the contractor may claim compensation for the damage incurred and additional expenses. Any further legal claims remain unaffected.

If the client incurs damage as a result of a delay for which the contractor is responsible, it may demand lump-sum compensation for the delay amounting to a maximum of 10% of the agreed gross remuneration. If, after the due date for performance, the client sets the contractor a reasonable deadline for performance in the event of default and the contractor fails to meet this deadline, the client shall be entitled to terminate the contract without notice.

Any further legal claims remain unaffected.

1.5 § 5 Commencement and Duration of the Contract

The contract comes into force upon written confirmation of the order by the contractor and ends upon delivery of the agreed subject matter of the contract.

The right to extraordinary termination remains unaffected.

1.6 § 6 Delivery

The delivery time shall be agreed separately for each individual order. The delivery time shall be deemed to have been met with the timely notification of readiness for dispatch if dispatch is impossible through no fault of our own. Partial deliveries shall not entitle the buyer to reject the goods. An obligation to comply with agreed delivery periods can only be assumed on the condition of an undisturbed manufacturing process.

The consequences of force majeure, operational disruptions, strikes, lockouts, official measures, shortages of raw materials and auxiliary materials at the time of manufacture, and other unforeseen circumstances at our premises and those of our suppliers entitle us to cancel the delivery obligations in whole or in part.

We are entitled, but not obliged, to deliver the undelivered quantity of goods. The risk is transferred to the buyer when the goods leave the factory or when notification of readiness for dispatch is given.

In the absence of specific instructions, the choice of transport route and means of transport shall be made at our discretion without liability for choosing the cheapest or fastest shipment. Shipping is always at the risk of the purchaser, even in the case of carriage-paid delivery and in the case of retention of title. EXW according to Incoterms 2020 applies. Unless otherwise agreed, packaging is at our discretion.

1.7 § 7 Warranty

A distinction is made between three types of services:

- Proof of concept
- Value-added service
- Research and development service

Warranty for proof of concept and R&D projects:

The contractor shall provide the services in accordance with the recognised rules of technology, with scientific diligence and using qualified personnel.

In the case of services whose success depends on external factors or whose achievement cannot be reliably predicted due to their research and development nature, the contractor does not guarantee the achievement of a specific economic, technical or scientific success.

In such cases, the contractor shall only be obliged to perform the agreed scope of services in a professional manner.

Contact us:

Bartels Mikrotechnik GmbH
Konrad-Adenauer-Allee 11
44263 Dortmund Germany

www.bartels-mikrotechnik.de
info@bartels-mikrotechnik.de
Tel: +49-231-58691-900

Follow Bartels:



Statutory claims for intentional or grossly negligent breaches of duty as well as for injury to life, body or health remain unaffected.

Warranty for value-added services:

If the subject matter of the contract does not have the agreed quality or is otherwise defective, the buyer has the rights described in sections 2 to 7 below. Our statements regarding the quality of the item do not contain any special guarantee that would give rise to further rights (Sections 443, 477 BGB).

The buyer is obliged to inspect the delivered goods for obvious defects that are readily apparent to an average customer. Obvious defects also include the absence of manuals and significant, easily visible damage to the goods. This also includes cases in which a different item or an insufficient quantity is delivered. Such obvious defects must be reported to us in writing within two weeks of delivery. Sections 377 and 378 of the German Commercial Code (HGB) remain unaffected.

Defects that only become apparent later must be reported to us within two weeks of discovery.

In the event of a breach of the obligation to inspect and give notice of defects, the goods shall be deemed to have been approved with regard to the defect in question.

We shall remedy any defects in the delivered item, including manuals and other documents, within one year of delivery. Subsequent performance shall be carried out at our discretion by remedying the defect or manufacturing a new product or, in the case of a purchase, by delivering a replacement. In the event of a replacement delivery, the buyer is obliged to return the defective item. If the subject matter of the contract is a used item, liability for material defects is completely excluded. Liability for material defects is also excluded if the buyer has made changes or interventions to the subject matter of the contract, unless the buyer can prove that such changes or interventions were not the cause of the defect.

If the defect cannot be remedied within a reasonable period of time or if the repair or replacement delivery is to be regarded as having failed, the buyer may, at his discretion, demand a reduction in payment (abatement) or withdraw from the contract. A repair shall only be deemed to have failed if we have been given sufficient opportunity to repair or replace the goods without the desired result being achieved, if the repair or replacement delivery is impossible, if it is refused or unreasonably delayed by us, if there are justified doubts as to the prospects of success, or if it is unreasonable for other reasons.

1.8 § 8 Limitation of Liability

Claims for damages arising from delay and all other contractual claims for damages are limited to the delivery value.

The liability of Bartels Mikrotechnik GmbH is based exclusively on the agreements made in the preceding sections. All rights not expressly granted therein, e.g. to withdrawal, termination, rescission or reduction, as well as to damages of any kind, regardless of the legal basis, in particular due to impossibility, tort, breach of ancillary contractual duties, culpa in contrahendo, are excluded.

This exclusion of liability does not apply:

- in the case of intent
- in the event of gross negligence on the part of legal representatives or executive employees
- in the event of culpable breach of essential contractual obligations, insofar as this jeopardises the purpose of the contract – in this case, liability is limited to compensation for foreseeable damage typical for this type of contract, unless one of the aforementioned cases applies
- in the case of claims under the Product Liability Act

1.9 § 9 Special Provisions for Research and Development Services

1. Performance and execution of research and development services

a) The client and Bartels Mikrotechnik GmbH shall, after prior consultation, provide each other in good

Contact us:

Bartels Mikrotechnik GmbH
Konrad-Adenauer-Allee 11
44263 Dortmund Germany

www.bartels-mikrotechnik.de
info@bartels-mikrotechnik.de
Tel: +49-231-58691-900

Follow Bartels:



time with the information necessary for the performance of the research and development work and shall make available or provide for the duration of the work any documents, objects and aids required for the intended purpose.

b) The items and documents provided to Bartels Mikrotechnik GmbH by the client shall be made available on loan. Upon termination of the contract, these shall be returned to the client, unless otherwise agreed.

c) The research and development results shall be made available to the client at the place of business of Bartels Mikrotechnik GmbH, unless otherwise agreed.

2. Publications, advertising

a) The client is entitled to publish the results of the project. It shall inform Bartels Mikrotechnik GmbH of the publications as far as possible before they appear.

b) Bartels Mikrotechnik GmbH is entitled to publish basic scientific and technical statements that do not affect the interests of the client.

c) The client shall use results for advertising purposes, with express mention of Bartels Mikrotechnik GmbH, only with its consent.

d) After successful completion of the order, the client shall be included in the reference list of Bartels Mikrotechnik GmbH.

3. Rights to the research and development results

a) The research and development results shall be made available to the client after completion of the project in accordance with the task description.

b) Unless otherwise agreed, the intellectual property rights to the research and development results, in particular the right to use them outside the specific contractual relationship, as well as all applicable industrial property rights or copyrights, shall remain with Bartels Mikrotechnik GmbH.

c) The client may be granted a non-exclusive, simple right of use to inventions made during the execution of the project with the express written consent of Bartels Mikrotechnik GmbH. In this case, the client shall reimburse Bartels Mikrotechnik GmbH, in addition to the licence fee to be agreed, for a reasonable share of the costs of registering, maintaining and defending the property rights and, if applicable, any statutory employee invention remuneration.

d) No exclusive rights to a topic of cooperation can be derived from cooperation with partners. Bartels Mikrotechnik GmbH shall be free to work on other projects on the same subject, subject to the respective confidentiality agreements.

1.10 § 10 Confidentiality

Bartels Mikrotechnik GmbH and the client shall not disclose to third parties any information of a technical or commercial nature that has been mutually communicated and is classified as confidential during the term of the contractual relationship and after its termination. This does not apply to information that is generally accessible or whose confidential treatment has been waived in writing. If a special confidentiality agreement is necessary in individual cases, this can also be concluded. Bartels Mikrotechnik GmbH has a reciprocal draft available for this purpose.

1.11 § 11 Other Obligations of the Client

The contractor is entitled to transfer its rights and obligations under this contract to third parties, in particular legal successors or group companies. The client hereby grants its consent to this.

The contractor shall have exclusive rights to drawings, plans, drafts and other copyright-protected documents or data of the contractor. The transfer of originals or copies is prohibited. Any violation shall result in liability for damages. This provision shall also apply beyond the term of this contract.

Contact us:

Bartels Mikrotechnik GmbH
Konrad-Adenauer-Allee 11
44263 Dortmund Germany

www.bartels-mikrotechnik.de
info@bartels-mikrotechnik.de
Tel: +49-231-58691-900

Follow Bartels:



1.12 § 12 Final Provisions

Oral side agreements shall have no legal effect. Changes or additions to service descriptions, orders and contracts require the written confirmation of the contractor.

If individual provisions of the contract are invalid, the remaining provisions shall remain valid.

The place of jurisdiction for all disputes arising from an order/contract is the registered office of the contractor. The contractor may also bring an action before the court having jurisdiction over the client.

German law applies exclusively to contracts between the client and the contractor, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

As of 08/2025

Company information



Bartels Mikrotechnik is a globally active manufacturer and development service provider in the field of microfluidics. In the microEngineering division, the company supports industrial customers in the modification, adaptation and new development of high-performance and market-oriented product solutions through the innovative means of microsystems technology. The second division, microComponents, produces and distributes microfluidic products and systems, especially for miniaturized and portable applications. Our key products are micropumps that convey smallest quantities of gases or liquids and are used in a variety of ways in biotechnology, pharmaceuticals, medical technology and numerous other applications.

Bartels Mikrotechnik with passion for microfluidics!

Contact us:
Bartels Mikrotechnik GmbH
Konrad-Adenauer-Allee 11
44263 Dortmund Germany

www.bartels-mikrotechnik.de
info@bartels-mikrotechnik.de
Tel: +49-231-58691-900

Follow Bartels:

