

General Terms and Conditions of Sale

1.1 § 1 General

These terms and conditions apply exclusively to business transactions with entrepreneurs; consumers are subject to the statutory provisions of sales law.

The following terms and conditions apply exclusively to all our offers, sales and deliveries. By placing an order, the customer declares their full agreement with these terms and conditions. Deviating terms and conditions are only valid if they have been specifically agreed and confirmed by us in writing. The amendment of individual terms and conditions does not affect the remaining terms and conditions. Counter-confirmations by the buyer with reference to the validity of their terms and conditions of business or purchase are hereby rejected. Rights and obligations arising from the purchase contract may not be transferred to others without our express consent. Unless otherwise agreed, these terms and conditions apply to all current and future business transactions, even if no specific reference is made to them when placing an individual order within the framework of an existing business relationship.

These terms and conditions also become effective upon acceptance of our deliveries. They can be viewed in their current version at www.bartels-mikrotechnik.de and downloaded as a file.

1.2 § 2 Offers

Offers are always subject to change, even if not specifically agreed.

1.3 § 3 Orders

Orders are only considered accepted once they have been confirmed by us in writing. If delivery is made immediately without confirmation, the invoice shall also serve as order confirmation.

The minimum order value is currently €300.00 plus statutory value added tax or €100.00 for purchases in the online shop. For orders below this value limit, we charge a minimum quantity surcharge of €50.00 as a processing fee plus value added tax.

1.4 § 4 Prices

Our prices are subject to change and apply ex works Dortmund, excluding packaging, postage, freight, other shipping costs, insurance and customs duties. Freight costs are calculated on the basis of weight-dependent shipping via our freight contract partners with special conditions depending on the total quantity.

Special forms of shipping requested (e.g. express, air freight, external freight companies specified by the buyer, etc.) will be determined separately and shown separately on the invoice. Any increase in wages, raw material prices, freight, taxes, customs duties, levies or other charges underlying the price calculation that occurs between conclusion and delivery, or the entry into force of new such charges, entitles us to a reasonable price increase, to the extent permitted by law. The number of items determined by us shall be decisive for the calculation.

1.5 § 5 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.

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:



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 that the manufacturing process is not disrupted.

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 affecting us and our suppliers entitle us to cancel the delivery obligations in whole or in part. We are entitled, but not obliged, to deliver the quantity of goods that has not been delivered.

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 any 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.

1.6 § 6 Complaints

Complaints regarding the weight, quantity, quality or equipment of the goods can only be considered, unless otherwise excluded by our terms and conditions of sale, if they are brought to our attention in writing immediately after discovery, but no later than one week after receipt of the goods at the place of delivery.

Defects that cannot be discovered even upon immediate inspection within this period must be reported immediately after discovery.

1.7 § 7 Claims for defects

We guarantee that our products are free from manufacturing and material defects at the time of transfer of risk. We shall be liable for material defects and defects of title in our products to the exclusion of further claims – subject to § 8 – as follows:

All products or parts that are defective as a result of circumstances prior to the transfer of risk shall, at our discretion, be repaired or replaced with defect-free products or parts. We must be notified immediately in writing of any defects found. Replaced parts become our property.

The customer must give us the necessary time and opportunity to carry out all repairs or replacement deliveries that we deem necessary, otherwise we are released from liability for the resulting consequences. Only in urgent cases where operational safety is at risk or to prevent disproportionately large damage, in which case we must be notified immediately, shall the customer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement from us for the necessary and verifiable expenses.

Within the scope of our liability for defects, we shall bear the expenses necessary for the purpose of subsequent performance, provided that this does not place an unreasonable burden on us.

If the customer has moved the purchased item to a location other than the place of performance after delivery, any additional costs incurred as a result shall be borne by the customer. In the case of the sale of a newly manufactured item, we shall reimburse the purchaser for the expenses incurred within the scope of the statutory obligation in the context of recourse claims in the supply chain.

The purchaser shall only have recourse claims against us to the extent that the purchaser has not made any agreements with its customer that go beyond the statutory mandatory claims for defects.

If the repair or replacement delivery fails, the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration. In the case of only an insignificant defect, the customer shall only be entitled to a reduction in the purchase price.

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:



Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage occurring after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable operating materials or due to special external influences that are not assumed under the contract.

If the customer or third parties carry out improper repair work or modifications, no claims for defects shall exist for these and the resulting consequences.

Claims for defects shall become time-barred 12 months after delivery of the goods delivered by us to our customer. The statutory limitation period shall apply to claims for damages in cases of intent and gross negligence as well as in cases of injury to life, body or health based on an intentional or negligent breach of duty by us.

1.8 § 8 Claims for damages

Our liability for defects in the delivery item and for the breach of other contractual obligations, regardless of the legal basis, is limited to damage caused by us or our vicarious agents intentionally, through gross negligence or through slight negligence in the breach of obligations essential to performance.

In cases of slightly negligent breach of obligations essential for the fulfilment of the purpose of the contract, our liability shall be limited in amount to the damages typical for comparable transactions of this type that were reasonably foreseeable at the time of conclusion of the contract or, at the latest, at the time of the breach of duty.

For damages that did not occur to the delivery item itself, we shall only be liable – regardless of the legal grounds – in cases of intent and gross negligence, culpable injury to life, body or health, in the event of fraudulent concealment of defects, within the scope of a guarantee commitment, in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of essential contractual obligations, we shall also be liable in cases of slight negligence, but limited to reasonably foreseeable damage typical for this type of contract.

Any further liability for damages beyond that specified above is excluded to the extent permitted by law. In no case shall liability exceed the statutory liability/statutory claims for damages.

1.9 § 9 Application-related advice, reservation of changes

The application, use and processing of the purchased goods are the sole responsibility of the buyer. The application-related advice provided by us in writing or verbally is only considered non-binding information, including with regard to any third-party property rights, and does not exempt the buyer from conducting their own examination of the products to determine their suitability for the intended processes and purposes.

Should liability on our part nevertheless arise, it shall be limited to the value of the goods delivered by us, to the extent permitted by law. We reserve the right to make design changes.

1.10 § 10 Retention of title

Ownership shall only pass to the buyer once they have settled all their liabilities arising from the existing business relationship.

If the delivered goods or parts thereof are incorporated into another item, the retention of title shall not expire; rather, co-ownership of the new item shall be deemed to have been agreed in proportion to the value.

The buyer is entitled to further process or sell the goods delivered under retention of title in the ordinary course of business. However, they may not pledge the goods or assign them as security.

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:



In the event of resale or further processing, the buyer hereby assigns to us all claims arising from the resale, including all ancillary rights against the third-party debtor, up to the amount of the invoice amount, with the authority to collect the claim on a pro rata basis as a precautionary measure.

If the buyer collects the assigned claim himself, this shall only be done on a fiduciary basis. The proceeds collected on our behalf shall be delivered to us immediately.

At our request, the buyer is obliged to inform the second buyer of the assignment and to provide the information necessary to assert our rights against the second buyer. The buyer must notify us immediately of any seizure or any impairment of our rights by third parties.

In the event that the second buyer does not pay immediately in cash, the buyer must reserve the extended ownership for us.

1.11 § 11 Payment

Payments for deliveries outside Germany must be made in advance. Payments for deliveries within Germany must be made net without any deductions to our paying agent within 14 days after the date of issue.

Costs for payment transactions or fees for payment service providers shall be borne by the customer.

The purchase price is also due immediately for domestic deliveries if the buyer defaults on other claims against us or if we become aware of the uncertainty of their financial situation due to insolvency proceedings, an out-of-court settlement application, enforcement proceedings or the default of a guarantor or other events in accordance with Section 321 of the German Civil Code (BGB).

In this case, we shall be entitled to make outstanding deliveries only against advance payment or to withdraw from the contract. Incoming payments shall, insofar as several claims are outstanding, be credited to the oldest claim without regard to the buyer's specifications.

If the 14-day payment period is exceeded, default shall occur without prior warning and default interest at the usual bank interest rate for overdrafts shall be payable. The buyer is not entitled to withhold payments or offset them against any counterclaims.

1.12 § 12 Drawings

Drawings, documents and drafts may not be disclosed to third parties by the recipient. Violations shall result in full compensation for damages. Drawings or documents sent with offers must be returned by the recipient if an order is not placed.

1.13 § 13 Software use

If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software, including its documentation.

It is provided for use on the delivery item for which it is intended. Use of the software on more than one system is not permitted.

The customer may only reproduce, revise, translate or convert the software from object code to source code to the extent permitted by law (§§ 69a ff. UrhG). The customer undertakes not to remove or alter the manufacturer's information – in particular copyright notices – without our prior express consent.

All other rights to the software and documentation, including copies, remain with us or the software manufacturer. The granting of sub-licences is not permitted.

1.14 § 14 Special provisions for e-commerce

If the customer purchases products or services from us via a website or other e-commerce process, the following provision shall apply in addition:

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:



The customer is responsible for the security of their password and acknowledges that purchases made using their password are binding.

After successful registration, an order can be placed. By entering personal data and clicking the 'Submit order' button in the final step of the ordering process, a binding order for the goods contained in the shopping basket is placed.

Confirmation of receipt of the order follows immediately after the order is submitted. The purchase contract is only concluded with our order confirmation, and the goods are only shipped after receipt of payment (prepayment or credit card payment). The order confirmation is sent electronically. It is at our discretion whether to issue an order confirmation.

We have made every reasonable effort to ensure that all websites and access points are secure; however, we accept no liability for any misuse of the information transmitted to and/or from these websites and/or access points by outsiders who are not our employees.

The customer agrees that we may use cookies via the customer's website or other e-commerce processes. Payment can be made by bank transfer or payment service provider.

1.15 § 15 Applicable law, place of jurisdiction, partial invalidity

These terms and conditions and all legal relationships between the seller and the buyer are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

To the extent permitted by law, Dortmund is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The place of performance for delivery and payment is Dortmund.

Should any provision in these terms and conditions or any provision in other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

1.16 § 16 Final provisions

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

In the event of individual contractual provisions being 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 appeal to the court responsible for the client.

German law shall apply 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:

