

General Terms and Conditions of Sale and Delivery

I. Scope

1. The following Conditions of Sale apply to all contracts for the delivery of goods concluded between the purchaser and us. They also apply for all future business relationships, even if they are not expressly agreed to once again. Any deviating conditions of the purchaser that we do not explicitly recognize are not considered binding for us, even if we do not expressly reject them. The following Conditions of Sale also apply if we complete the purchaser's order unconditionally with knowledge of the contrary or deviating conditions of the purchaser.
2. All agreements concluded between the purchaser and us to carry out the purchasing agreements are recorded in writing in the contracts.

II. Offer and conclusion of contract

1. We can accept an order by the purchaser that is to be qualified as an offer to conclude a purchasing agreement within two weeks after sending an order confirmation, or by sending the ordered products within the same term.
2. Our offers are non-binding, unless we have expressly designated them as binding.
3. We reserve our rights of ownership, copyrights, and other protected rights to all images, calculations, drawings, and other documents. The purchaser may only provide these to third parties with our prior written consent, regardless of whether we have designated them as confidential.

III. Payment conditions

1. Our prices are considered ex works without packaging, unless otherwise stipulated in the order confirmation. Statutory VAT is not included in our prices. We will list this separately in the statutory amount on the invoice on the date of invoicing.
2. Discounts are permitted only by separate written agreement between us and the purchaser. The purchase price is a net price, and is due for payment (without discounts) immediately upon receipt of the invoice by the purchaser, unless another due date is stated in the order confirmation. Payment is only considered complete once we can dispose over the amount.
3. We are entitled to increase the contractually agreed upon prices if the agreed delivery term is more than four months. In order for us to increase prices, our own costs must increase (such as material costs, wages, transportation costs, energy costs, currency fluctuations, import fees or taxes). Increases are enacted at our own discretion, and may not be more than 3 % for delivery terms of up to six months, or more than 6 % for longer delivery terms. We will notify the customer of the change in writing or text form at least four weeks before it is scheduled to go into effect. If the price increase is more than 5 %, the customer is entitled to withdraw from the contract by written declaration within three weeks from receiving the notification of the pricing increase. Otherwise, the regulations of Sec. 315 BGB (German Civil Code) shall remain unaffected.
4. If the purchaser falls into default with a payment, then the statutory regulations apply.
5. We are entitled to complete outstanding deliveries or services only in return for advance payment or a security payment if we become aware of circumstances after the contract is concluded that could significantly reduce the credit standing or credit-worthiness of the purchaser and could endanger any outstanding payments by the purchaser under the ongoing contractual relationship.

6. The purchaser is only entitled to offset amounts against payments if the counter-claims have been validated in a court of law or recognized by us, or if they are undisputed, even if defect claims or counter-claims are asserted. The purchaser is only entitled to exercise a right of retention insofar as the counter-claim results from the same contractual relationship.

IV. Delivery and performance term

1. Delivery deadlines or terms that we have not expressly agreed to as binding are always considered non-binding. The delivery term we indicate begins only after all technical questions have been clarified. Likewise, the purchaser shall fulfill all of its obligations properly and promptly.
2. If the underlying purchasing agreement is a fixed date transaction in the sense of Sec. 286 para. 2 no. 4 BGB or Sec. 376 HGB (German Commercial Code), then we are liable in accordance with the law. The same is true if the purchaser is entitled to assert that it no longer has any interest in fulfillment of the contract because we are culpable for falling into default of delivery. However, our liability shall be limited to the foreseeable, typical damages if the default of delivery is not due to a contractual violation for which we are culpable either by intention or gross negligence, whereby any culpability on the part of our representatives and agents shall be attributed to us.

Likewise, we will be liable toward the purchaser in case of default of delivery in accordance with the law if this was caused by a contractual violation for which we are culpable either by intention or gross negligence, whereby any culpability on the part of our representatives and agents shall be attributed to us. If the default of delivery is caused by a violation of the contract due to slight negligence, then our liability shall be limited to the foreseeable, typical damages. This shall not apply if we are subject to mandatory liability due to injuries to life, body or health.

3. If a default of delivery for which we are liable is due to a slightly negligent violation of a significant contractual obligation, the fulfillment of which makes proper completion of the contract possible and in which the customer should regularly be able to trust (cardinal obligation), then we will be liable in accordance with the law, with the caveat that, in this case, the liability for damages shall be limited to the foreseeable, typical damages. Likewise, in this respect any culpability on the part of our representatives or agents shall be attributed to us.
4. Any further liability for a default of delivery for which we are responsible is excluded. The further statutory claims and rights of the purchaser to which it is entitled in addition to claims for damages due to a default of delivery for which we are liable shall remain unaffected.
5. If the non-fulfillment of the delivery deadline is based on
 - a. force majeure, such as mobilization, war, terrorism, seditious acts, epidemics, pandemics, natural catastrophes or similar events (such as strikes, lock-outs),
 - b. virus or other third-party attacks on our IT systems, insofar as these occur despite taking the regular level of care with security measures,
 - c. obstacles due to national or international violations of international trade law, or other circumstances for which we are not responsible, or

d. our completion of our deliveries late or improperly, then the delivery term shall be extended appropriately.

6. We are entitled to make partial deliveries and perform partial services at any time insofar as this is reasonable for the purchaser.
7. If the purchaser falls into default of acceptance, then we are entitled to request reimbursement of any damages and additional expenses we have incurred. The same is true if the purchaser culpably violates duties of cooperation. When default of acceptance or debtor's default occurs, the risk of accidental deterioration or destruction shall be transferred to the purchaser.

V. Transfer of risk

1. Goods shall be loaded and shipped uninsured, at the purchaser's risk. We will attempt to take the wishes and interests of the purchaser into account in terms of the shipping method and route; any resulting additional costs – including for agreed carriage paid deliveries – shall be borne by the purchaser.
2. We will not take transportation or any other packaging back in accordance with the Packaging Directive, except for pallets. The purchaser shall ensure disposal of packaging at its own cost.
3. If the shipment is delayed upon request or due to the fault of the purchaser, the purchaser shall bear the risk and costs for the storage of goods. In this case, notification of readiness to ship shall be deemed equivalent to shipment.
4. At the request and cost of the purchaser, we will protect the delivery with transportation insurance.

VI. Liability for material defects

1. The purchaser shall only be entitled to defect claims if the purchaser has fulfilled its duties to inspect goods and submit complaints properly in accordance with Sec. 377 HGB.
2. If we receive justified complaints due to defects, then we are entitled to provide supplementary performance, excluding the rights of the purchaser to withdraw from the contract or reduce the purchase price, unless we are entitled to deny supplementary performance by law. The purchaser shall provide us with a reasonable term for supplementary performance. Supplementary performance can be provided at our discretion either by correcting the defect or delivering new goods. We will bear necessary expenses for correcting the defect, as long as these are not unreasonable. If supplementary performance fails, the purchaser can request either that the purchase price be reduced or to withdraw from the contract, at its discretion. Supplementary performance shall be considered to have failed if further attempts at supplementary performance would not be appropriate or reasonable for the purchaser due to the purpose of the contract. The purchaser can only assert claims for damages under the following conditions due to a defect if supplementary performance fails. The purchaser's right to assert further claims for damages under the following conditions shall remain unaffected.
3. Claims by the purchaser due to material defects shall expire one year from the statutory start of the limitation term; the same applies for reduction and withdrawal. The term shall not apply if a longer term applies under mandatory law, in case of intentional concealment of a defect or failure to comply with a guaranteed characteristic. Our obligations under section VI clause 4 and section VI clause 5 shall remain unaffected.

4. We are obligated by law to take back the new goods or reduce the purchase price even without setting a term as otherwise required, if the customer of the purchaser as a consumer of the sold, new movable good (consumer good purchase) was able to request that goods be taken back or the purchase price be reduced due to a defect in these goods, or if a recourse claim resulting from the same matter could be invoked against the purchaser. We are furthermore obligated to reimburse any expenses of the purchaser, in particular transportation, commuting, work and material costs that the purchaser had to bear in relation to the consumer in the course of supplementary performance due to a defect in the goods that existed upon transfer of risk from us to the purchaser. The claim is excluded if the purchaser has not properly carried out its duties to inspect goods and submit complaints in accordance with Sec. 377 HGB.

5. The obligation under section VI clause 4 is excluded if the defect is the result of statements made in advertisements or other contractual agreements that do not come from us, or if the purchaser has provided a special guarantee to the end consumer. The obligation is likewise excluded if the purchaser was itself not obligated to fulfill the claims due to material defects for the end consumer under the law, or if it did not make a complaint against a claim asserted against it. This is also the case if the purchaser took on liability for material defects toward the end consumer going beyond the statutory level or the level agreed in the individual case with us.
6. Our liability is limited to intentional actions and gross negligence. This does not apply to liability under the regulations of the Product Liability Act, or to damages resulting from the culpable violation of a significant contractual obligation, the fulfillment of which makes it possible to properly carry out the contract and in which the purchaser should regularly be able to trust (cardinal obligation) or damages to life, body, or health for which we are liable without restriction in accordance with the law. However, our liability shall be limited to the typical and foreseeable damages for slightly negligent violations. We are liable under this guarantee to the extent that we have provided a guarantee of characteristics and/or shelf life for the goods or parts thereof. We are, however, only liable for damages resulting in the lack of a guaranteed characteristic or shelf life, but that have not directly occurred to the goods themselves, if the risk of such damages is clear from the guarantee of characteristics or shelf life.
7. Any further liability is excluded regardless of the legal nature of the asserted claim; this also applies in particular for tortious claims or claims for reimbursement of wasted expenditures in place of services; our liability under section IV clause 2 to section IV clause 5 of this contract shall remain unaffected. If our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff members, representatives, and agents.
8. Claims for damages by the purchaser due to a defect shall expire one year from delivery of the goods. This shall not apply to injuries to life, body, or health for which we, our statutory representatives or our agents are liable, or if we or our statutory representatives have acted in an intentional or grossly negligent manner, or if our ordinary vicarious agents have acted intentionally.

VII. Retention of ownership

1. Until all claims are fulfilled, including all outstanding balances from open accounts to which we are entitled against the purchaser either now or in the future, the delivered goods (reserved goods) shall remain our property. In case of conduct by the purchaser violating the contract, such as default of payment, we are entitled to take back the reserved goods after

setting a reasonable notice period. If we take the reserved goods back, this shall be considered withdrawal from the contract. If we pledge the reserved goods, this shall be considered withdrawal from the contract. We are entitled to sell the reserved goods after taking them back. After deducting a reasonable amount for administrative costs, the sales proceeds shall be offset against the amounts owed to us by the purchaser.

2. The purchaser shall treat the reserved goods carefully and insure them sufficiently at their new value and at its own cost against fire, water damage, and theft. Necessary maintenance and inspection work shall be performed promptly by the purchaser at its own cost.
3. The purchaser is entitled to sell and/or use the reserved goods in its normal course of business as long as it is not in default of payment. Pledges or transfers by way of security are not permitted. The purchaser hereby already assigns all claims resulting from the resale or other legal grounds (insurance, unlawful actions) with respect to the reserved goods (including all balance claims from open accounts) by way of security in full to us; we hereby accept the assignment. We hereby entitle the purchaser to collect claims assigned to us on our behalf in its own name, subject to revocation. The entitlement to collect claims can be revoked at any time if the purchaser does not properly fulfill its payment obligations towards us. The purchaser is also not entitled to assign these claims for the purpose of collecting claims by factoring, unless this also justifies the obligation of the factor to pay the return service in the amount of the claim directly to us for as long as we still have claims against the purchaser.

If the reserved goods are processed along with other objects without an individual price being agreed for the reserved goods, then the purchaser shall assign the part of the total price claim to us that corresponds to the price for the reserved goods we have invoiced. We hereby accept this assignment.

4. Any processing or conversion of the reserved goods by the purchaser shall be undertaken on our behalf. If the reserved goods are processed with other objects not belonging to us, we shall obtain co-ownership of the new object in relation to the value of the reserved goods (final invoice amount including VAT) to the other processed objects at the time of processing. The same applies for the new object produced via processing as for the reserved goods. If the reserved goods are mixed inseparably with other objects not belonging to us, we

shall obtain co-ownership of the new object in relation to the value of the reserved goods (final invoice amount including VAT) to the other mixed objects at the time of mixing. If the purchaser's object is considered the primary object after mixing, then we and the purchaser agree that the purchaser shall transfer proportional co-ownership of this object to us; we hereby accept the assignment. The purchaser shall safeguard our resulting sole or co-ownership of the object.

5. If the reserved goods are accessed by third parties, in particular through seizure, the purchaser shall notify them of our ownership and notify us promptly so that we can assert our ownership rights. If the third party is not able to reimburse us for associated court or extra-judicial costs, the purchaser shall be liable for doing so.
6. We are obligated to release the securities to which we are entitled at the request of the purchaser insofar as the collectible amount of our security exceeds the claim by more than 20%, whereby we are obligated to choose the security to be released.

VIII. Confidentiality

The purchaser is obligated to treat all trade secrets of which it becomes aware under the business relationship as confidential in the sense of professional secrecy, as well as to protect them against unauthorized access, to not disclose them to third parties and to not use them for purposes other than contractual purposes. This duty of confidentiality shall continue to exist even after the end of the business relationship. If the duty of confidentiality is violated, we are entitled to demand reimbursement from the purchaser for damages we incur.

IX. Place of fulfillment, jurisdiction, applicable law

1. The place of fulfillment and jurisdiction for deliveries and payments, as well as all disputes between us and the purchaser resulting from the purchasing agreements concluded between us and it is our company headquarters. However, we are also entitled to file suit against the purchaser at its domicile or place of business.
2. The relationships between the contractual parties shall be regulated exclusively in accordance with the law of the Federal Republic of Germany. The UN Convention on the International Sale of Goods and international conflict-of-law rules shall not apply.