

# General Terms and Conditions

**for commercial transactions**

27 June 2025

## **General Terms and Conditions of Sale**

Thank you for your enquiry. We accept orders and commissions subject exclusively to the following terms of delivery and payment.

### **§ 1 Scope of Validity**

1. These General Terms and Conditions of Sale apply to all our business relationships with our customers ('Buyer'). The General Terms and Conditions of Sale shall only apply if the Buyer is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) BGB.
2. Our General Terms and Conditions of Sale shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall also apply if the Buyer refers to its General Terms and Conditions of Business in the context of the order and we have not expressly objected to the General Terms and Conditions of Business.
3. These General Terms and Conditions of Sale apply to contracts for the sale and/or delivery of movable goods ('Goods'). It is irrelevant whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the General Terms and Conditions of Sale shall apply in the version valid at the time of the Buyer's order or in the version last communicated to him in text form as a framework agreement also for similar future contracts, without us as the Seller having to refer to them again on a case-by-case basis.
4. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) and information in our order confirmation shall take precedence over these General Terms and Conditions of Sale. A written contract or our written confirmation shall be authoritative for the content of such agreements.
5. Legally relevant declarations and notifications of the buyer with regard to the contract (e.g. notifications of defects, setting of deadlines, cancellation or reduction) must be made in writing, i.e. in written and text form (e.g. letter, e-mail, fax). Further legal formal requirements as well as further evidence (if necessary in case of doubt about the legitimisation of the declaring party) remain unaffected.
6. If references are made to the validity of statutory provisions, it should be noted that these are only of clarifying significance. The statutory provisions shall apply - even if no corresponding clarification has been made - to the extent that they are not amended or excluded by the General Terms and Conditions of Sale.

## **§ 2 Offer and Contract Conclusion**

1. Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) and other product descriptions or documents (including those in electronic form). We reserve ownership rights and copyrights to all documents provided to the Buyer in connection with the order placement. These documents may not be made accessible to third parties unless we give the Buyer our explicit written consent to do so.
2. The order of the goods by the Buyer is a non-binding contractual offer in accordance with § 145 BGB. In the case that nothing to the contrary results from the order, we are authorised to accept this contractual offer within two weeks of its receipt on our part.
3. The acceptance of the contractual offer on the part of the Buyer can be declared either in writing (e.g. by a purchase/order confirmation of the Buyer) or by countersignature of our order confirmation by the Buyer. We reserve the property rights and copyrights to all documents provided to the purchaser in connection with the order placement - including those in electronic form - such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our explicit written consent. If we do not accept the customer's offer within the period specified in § 2, these documents must be returned to us immediately or destroyed.

## **§ 3 Prices and Payment Agreements**

1. Unless otherwise agreed in writing in individual cases, our current prices at the time of conclusion of the contract shall apply ex warehouse, plus statutory VAT. The costs of packaging may be invoiced separately. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labour, material, energy, freight and distribution costs for deliveries made 3 months or more after conclusion of the contract.
2. In the case of a sale by dispatch abroad, the Buyer shall bear the transport costs ex warehouse and the costs of transport insurance. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.
3. Payment of the purchase price must be made exclusively to the account specified in the invoicing documents. The deduction of a cash discount is only permitted with a special written agreement.
4. In the context of a dispatch purchase abroad, we only carry out deliveries against advance payment. Unless otherwise agreed for domestic purchases, the purchase price shall be due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, within the framework of an ongoing business relationship, we are authorised at any time to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
5. The Buyer shall be in default if the agreed payment period expires. During the period of default, an interest rate of 9 percentage points above the respective base interest rate shall be charged on the purchase price at the applicable statutory default interest rate in accordance with Section 288 (2) BGB. We reserve the right to assert further claims for

damages caused by default. Our claim against merchants for commercial maturity interest in accordance with § 353 HGB remains unaffected.

6. If it is foreseeable after conclusion of the contract that our claim to payment of the purchase price is endangered due to the Buyer's inability to pay (e.g. due to an application for the opening of insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract (§ 321 BGB). In the case of contracts for which the manufacture of non-fungible items (customised products) is owed, we may declare our withdrawal immediately. The statutory provisions on the dispensability of setting a deadline shall remain unaffected in this respect.

#### **§ 4 Rights of Retention**

The Buyer shall only be entitled to rights of set-off or retention if his claim has been legally established or is undisputed and his counterclaim is based on the same contractual relationship. If defects occur within the scope of the delivery, the Buyer's counter-rights, in particular in accordance with Section 8.6 sentence 2 of these General Terms and Conditions of Sale, shall remain unaffected.

#### **§ 5 Delivery Time and Delay in Delivery**

1. The delivery period shall be agreed individually or specified by us upon acceptance of the order. The commencement of the delivery period stated by us is subject to the timely and proper fulfilment of the customer's obligations. The defence of non-performance of the contract remains reserved.
2. In case we are unable to meet contractually agreed delivery deadlines for reasons for which we are not responsible, we shall inform the buyer of this circumstance without delay and at the same time inform the buyer of the expected or new delivery deadline. If a delayed delivery cannot be made due to non-availability of the service even within the newly announced delivery period, we are entitled to withdraw from the contract in whole or in part; we must immediately reimburse any consideration already provided by the buyer (in the form of the purchase price payment). The non-availability of the service is given, for example, if our supplier has not delivered to us on time, if we have concluded a congruent hedging transaction, if there are other disruptions in the supply chain (for example due to force majeure or military conflicts) or if we are not obliged to procure in individual cases.
3. Whether we as the seller are in default of delivery shall be determined in accordance with the statutory provisions. The prerequisite for a delay in delivery by us as the seller is a reminder from the buyer. If there is a delay in delivery, the Buyer may claim lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but not more than a total of 5% of the delivery value of the goods delivered late, if the buyer has suffered a corresponding loss because of the delay. We reserve the right to demand proof of damages from the Buyer.
4. The rights of the Buyer pursuant to Section 9 of these General Terms and Conditions of Sale and our statutory rights, in particular in the event of an exclusion of the obligation to

perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

## **§ 6 Delivery, Transfer of Risk, Acceptance, Default of Acceptance**

1. Delivery shall be ex warehouse (EXW). The warehouse is also the place of fulfilment for the delivery and the place for any subsequent fulfilment. In case the buyer wishes to have the goods shipped to another destination (sale to destination), he shall bear the costs for the shipment. If nothing has been contractually agreed, we can determine the type of dispatch (packaging, dispatch route, transport company) ourselves.
2. The risk of accidental loss and accidental deterioration shall pass to the buyer when the goods are handed over to the buyer. In the case of a sale involving the carriage of goods, the risk of accidental loss of the goods, accidental deterioration of the goods and the risk of delay shall pass to the Buyer upon delivery of the goods to the forwarding agent or carrier. If acceptance of the goods is contractually agreed, this shall be decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and labour remain unaffected. If the buyer is in default of acceptance, this shall be deemed equivalent to handover or acceptance of the goods.
3. If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
4. In case the Buyer is in default of acceptance, or our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to claim compensation from the buyer for the damage incurred, including additional expenses (e.g. storage costs). If this is the case, we shall initially charge the Buyer a lump-sum compensation based on the value of the goods traded and calculated per calendar day (beginning with the delivery period or, if no delivery period is specified, with the notification that the goods are ready for dispatch). Statutory claims on our part (reimbursement of additional expenses, reasonable compensation, cancellation) as well as proof of higher damages remain unaffected.
5. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer reserves the right to prove that we have only incurred a significantly lower loss than the above lump sum or no loss at all.

## **§ 7 Retention of Title**

1. We reserve ownership of the delivered goods until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
2. Until these claims have been paid in full, the goods subject to retention of title may neither be pledged to third parties nor assigned as security. The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties seize

the goods belonging to us (e.g. seizures). Insofar as the third party is not able to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the Buyer shall be liable for the loss incurred by us.

3. In case of breach of contract by the Buyer, in particular in case of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not at the same time include a declaration of cancellation; rather, we are entitled to demand only the return of the goods and reserve the right to cancel the contract. If the Buyer does not pay the purchase price due, we must have set the buyer a reasonable deadline for payment without success before asserting these rights. This shall only apply insofar as the setting of such a deadline is not dispensable under the statutory provisions.
4. The Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business until such time as this authorisation is revoked in accordance with Section 7.4.c. In this case, the following provisions shall apply in addition:
  - a) The products of our goods resulting from combination, mixing or processing shall be subject to retention of title at their full value, whereby we shall be deemed to be the manufacturer. In the event of combining, mixing or processing our goods with the goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed or processed goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title. The purchaser also assigns to us for security purposes such claims against a third party which accrue to him through the combination of the goods subject to retention of title with a property. In this case, we accept the assignment.
  - b) The Buyer hereby assigns to us for security purposes the claims against third parties arising from the resale of the goods or the product in the amount of the final invoice amount agreed with us (including VAT) in total or in the amount of our possible co-ownership share in accordance with clause 7.4.a. We accept the assignment. We accept the assignment. The Buyer's obligations listed in Clause 7.2 shall also apply with regard to the assigned claims.
  - c) The Buyer remains authorized to collect the claim in addition to us. As long as the Buyer fulfils his payment obligations to us and there is no deficiency in the Buyer's ability to pay, we do not assert the retention of title by exercising a right in accordance with clause 7.3, we undertake not to collect the claim. If we assert the exercise of a right pursuant to Section 7.3, we may demand that the Buyer discloses the assigned claims and their debtors and that the Buyer provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In addition, we shall be entitled to revoke the Buyer's authorization to resell and process the goods subject to retention of title
  - d) In the event that the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request
5. As long as ownership has not yet been transferred to him, the buyer is obliged to treat the purchased goods with care and to insure them adequately at his own expense against any theft, fire and water damage at replacement value.

## **§ 8 Claims for Defects of the Buyer**

1. The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below. This shall not affect the statutory provisions on the sale of consumer goods (§§ 474 ff. BGB) and the rights of the Buyer arising from separately issued guarantees, particularly from the manufacturer.
2. Agreements that we have made with the Buyer regarding the quality and the intended use of the goods regularly form the basis of our liability for defects within the scope of warranty. In case no quality has been agreed on, it must be assessed in accordance with the provisions of Section 434 (3) BGB whether a defect exists. Against this background, it should be noted that public statements made by the manufacturer on the labelling of the goods take precedence over statements made by other third parties. We accept no liability for public statements made by the manufacturer and other third parties.
3. Claims for defects do not exist in the case of only insignificant deviations from the agreed quality and usability. Claims by the purchaser for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods delivered by us have subsequently been taken to a location other than the purchaser's branch office, unless the transfer corresponds to their intended use.
4. We shall not be liable for defects which the purchaser is aware of or is grossly negligent in not being aware of at the time of conclusion of the contract in accordance with § 442 BGB.
5. Claims for defects on the part of the Buyer shall only exist if the Buyer has complied with its statutory inspection and notification obligations (§§ 377, 381 HGB). If the goods are intended for further processing, an inspection must be carried out immediately before processing. We must be notified immediately in writing if a defect is discovered during delivery, inspection or at a later date. Obvious defects must be reported in writing within 4 working days of delivery and non-recognizable defects within the same period of time from discovery of the defects. In the event that the buyer fails to fulfil or does not fulfil his obligation to properly inspect and/or report defects, we shall not be liable for the defect that was not reported or not reported in time or not reported properly in accordance with the statutory provisions. In this case, the buyer is not entitled to any claims for compensation for "processing costs".
6. If, despite all due care, the delivered goods have a defect, we as the seller shall be entitled to choose whether we provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (subsequent delivery). In the event that the type of subsequent fulfilment chosen by us is unreasonable for the Buyer in the individual case, he may refuse it. In addition, we are entitled to make the subsequent fulfilment to be provided by us dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect. We reserve the right to refuse subsequent fulfilment under the statutory conditions and, if we can no longer ensure adequate self-supply by the upstream supplier, to cancel the contract.
7. The Buyer must grant us the necessary time and opportunity for the subsequent fulfilment to be provided. In particular, the Buyer must hand over to us the item for which he has

asserted a defect for inspection purposes. In case we make a subsequent delivery of a defect-free item, the buyer must return the defective item to us in accordance with the statutory provisions. However, the Buyer shall not be entitled to a claim for return.

8. Unless we are contractually obliged to do so, subsequent fulfilment shall not include the dismantling, removal or uninstallation of the defective item or the installation, fitting or installation of a defect-free item.
9. We shall reimburse the expenses necessary for inspection purposes and for subsequent performance (transport, labour and material costs) in accordance with the statutory provisions and these General Terms and Conditions of Sale only in the event of a serious defect. However, we may demand reimbursement from the Buyer for costs incurred due to an unjustified request to remedy a defect in the event that the Buyer knew or could have recognized that there was in fact no defect.
10. The Buyer has the right to remedy the defect himself and to demand reimbursement of the expenses objectively necessary for this if there is an urgent case (e.g. to prevent disproportionate damage). The buyer must inform us immediately in the event of self-remedy. In case we would be entitled to refuse subsequent fulfilment in accordance with the statutory provisions, the Buyer shall have no right to self-performance.
11. The Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions if a deadline to be set by the buyer for subsequent fulfilment has expired unsuccessfully or is dispensable in accordance with the statutory provisions. In the event of a minor defect, however, the Buyer shall not be entitled to withdraw from the contract.
12. Claims of the buyer for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded unless the contract was a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u BGB).
13. Even in the event of a defect, claims for damages or claims for reimbursement of futile expenses on the part of the Buyer (Section 284 BGB) shall only exist in accordance with Section 9 and Section 10.

## **§ 9 Limitation Period**

1. The general limitation period for claims resulting from material defects or defects of title is one year from delivery, in deviation from § 438 paragraph 1 no. 3 BGB. In the event that acceptance has been contractually agreed, the limitation period shall commence upon acceptance.
2. The above limitation period of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period pursuant to §§ 195, 199 BGB would lead to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to clauses 10.1 and 10.2.a and those pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.



## **§ 10 Other Liabilities**

1. Unless otherwise provided for in these General Terms and Conditions of Sale, including the following provisions, we as the Seller shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
2. Within the scope of fault-based liability, we shall be liable for damages, irrespective of the legal grounds, only in the event of willful intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in our own affairs, insignificant breach of duty)
  - a) for damages resulting from injury to life, body or health,
  - b) for damages resulting from the breach of a material contractual obligation (obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner relies and may also rely). In this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.
3. The limitations of liability arising in accordance with clause 10.2 shall also apply to third parties and in the event of breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions. Insofar as a defect has been fraudulently concealed and a guarantee for the quality of the goods has been assumed, the limitations of liability shall not apply. This also applies to claims of the Buyer under the Product Liability Act.
4. The Buyer may only withdraw from or cancel the contract due to a breach of duty that does not result from a defect when we as the seller are responsible for the breach of duty.
5. The Buyer's right of cancellation (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

## **§ 11 Choice of Law and Place of Jurisdiction**

1. The law of the Federal Republic of Germany shall apply to these General Terms and Conditions of Sale and the contractual relationship between us as the Seller and the Buyer, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
2. If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, our registered office in Hamburg shall be the exclusive and also international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the Buyer is an entrepreneur within the meaning of § 14 BGB.
3. Furthermore, we shall be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these General Terms and Conditions of Sale or an overriding individual agreement or at the Buyer's general place of jurisdiction. This shall not affect overriding statutory provisions (exclusive places of jurisdiction).