

General Terms and Conditions (GTC)

for commercial transactions

§ 1 Scope of application

- (1) These Terms and Conditions of Sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We shall only recognize terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in writing.
- (2) These Terms and Conditions of Sale shall also apply to all future transactions with the customer, provided they are legal transactions of a related nature.

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer in accordance with § 145 BGB, we may accept it within two weeks.

§ 3 Documents provided

We reserve the property rights and copyrights to all documents provided to the customer in connection with the order placement, such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our express 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.

§ 4 Prices and payment

- (1) Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus VAT at the applicable rate. Packaging costs shall be invoiced separately.
- (2) Payment of the purchase price must be made exclusively to the account specified in the footer. The deduction of a cash discount is only permitted with a special written agreement.
- (3) Unless otherwise agreed, the purchase price must be paid within 10 days of delivery. We reserve the right to assert claims for higher damages caused by delay.
- (4) Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labor, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.
- (5) In the event of unusual market price fluctuations in the area of material and distribution costs, we reserve the right to make corresponding price changes, even at short notice.

§ 5 Offsetting and right of retention

The customer shall only be entitled to set-off if their counterclaims have been legally established or are undisputed. The customer is only authorized to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

§ 6 Delivery time

- (1) The commencement of the delivery period stated by us is subject to the timely and proper fulfillment of the customer's obligations. The defense of non-performance of the contract remains reserved.
- (2) If the customer is in default of acceptance or culpably violates other obligations to cooperate, 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 in debtor's delay.
- (3) In the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the scope of a lump-sum compensation for delay amounting to 3% of the delivery value, but not more than 15% of the delivery value.
- (4) Further statutory claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 Transfer of risk on shipment

If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest when the goods leave the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

§ 8 Retention of title

- (1) We reserve title to the delivered goods until all claims arising from the delivery contract have been paid in full. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the customer acts in breach of contract.
- (2) The customer is obliged to treat the purchased item with care as long as ownership has not yet been transferred to them. In particular, they shall be obliged to insure them adequately at their own expense against theft, fire and water damage at replacement value. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the customer shall be liable for the loss incurred by us.

- (3) The customer is entitled to resell the goods subject to retention of title in the normal course of business. The customer hereby assigns to us the customer's claims arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including VAT). This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The customer shall remain authorized to collect the claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected. However, we shall not collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.
- (4) The treatment and processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the customer to the object of sale shall continue in the transformed object. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis and shall keep the resulting sole ownership or co-ownership for us. In order to secure our claims against the customer, the customer shall also assign to us such claims which accrue to him against a third party through the combination of the reserved goods with a property; we hereby accept this assignment.
- (5) We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 20%.

§ 9 Warranty and notice of defects and recourse / Manufacturer recourse

- (1) Warranty rights of the customer presuppose that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).
- (2) Claims for defects shall lapse 12 months after delivery of the goods supplied by us to our customer or after expiry of the specified minimum shelf life. Our consent must be obtained before any return of the goods.
- (3) If, despite all due care, the delivered goods have a defect that already existed at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We must always be given the opportunity for subsequent performance within a reasonable period of time. Recourse claims remain unaffected by the above provision without restriction.
- (4) If the subsequent performance fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.

- (5) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear, or in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not provided for in the contract. If improper repair work or modifications are carried out by the customer or third parties, no claims for defects shall exist for these and the resulting consequences.
- (6) Claims of the customer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to their intended use.
- (7) Recourse claims of the purchaser against us shall only exist insofar as the purchaser has not made any agreements with their customer that go beyond the legally mandatory claims for defects. Paragraph 6 shall also apply accordingly to the scope of the customer's right of recourse against the supplier.

§ 10 Other

- (1) This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our registered office, unless otherwise stated in the order confirmation.
- (3) All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.
- (4) Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the economic purpose of the invalid provision or fills this gap.