

## **1.) Offer and acceptance**

The following terms and conditions shall apply exclusively to all deliveries, including those arising from future business transactions. Any deviations – including oral agreements with representatives – from these terms and conditions of sale and delivery shall require our written confirmation to be legally effective.

Should any terms and conditions of purchase on the purchaser's part be in conflict with these terms and conditions of sale and delivery, the former shall not apply.

Our offers are always subject to change. They are submitted at no charge, although costs for the production of drawings for special designs, as well as offers or calculations, or also samples, the creation or implementation of which require more than three hours, shall be borne by the client, should the offer not lead to an order. We shall reserve the right of ownership and of copyright to cost estimates and other documents – they may be neither duplicated nor made accessible to third parties without our consent.

An order shall only be considered as accepted, once it has been confirmed in writing, once we have issued an advice of dispatch or invoice, or once we have begun the implementation thereof. Dimensions, weights, illustrations and drawings shall only be binding for performance, should such have been explicitly confirmed in writing.

## **2.) Prices**

All prices are in euros.

The valid price list at the time of contract conclusion or the prices submitted by corresponding written offer shall apply. Price increases in the event of changes in the underlying circumstances at the time of contract conclusion – for instance, increases in supplier prices or in wage costs – shall be admissible in ratio to the change once 4 months since contract conclusion have elapsed. Prices are from the place of delivery, which is subject to change in each case.

### **3.) Delivery and liability**

Unless otherwise agreed, delivery shall be from our location within the agreed delivery period. We shall be entitled to make partial deliveries. Deliveries shall exclude packaging.

The purchaser shall be responsible for taking out its own transport insurance. In special cases, we shall reserve the right to insure dispatches against transport damage, in the purchaser's interests and at said purchaser's expense. The purchaser shall only be entitled to assert claims to damage compensation, should intent or gross negligence be proven on our part or on the part of our vicarious agents. The delivery shall be made subject to unforeseeable hindrances, beyond the control of the supplier or the latter's subcontractors, such as in cases of force majeure, operational disruptions, cold, etc. This shall also apply to disruptions in operations upon which the perpetuation of our operation is dependent. Should such events have a considerable impact on the timely performance of the contract, the delivery periods shall be correspondingly extended.

We shall also be entitled to withdraw from the contract, excluding any claims to damage compensation on the purchaser's part. Should the purchaser fall behind schedule in accepting the goods, we shall – after setting a reasonable period of grace of our choice – be entitled to withdraw from the contract or to assert claims to damage compensation.

### **4.) Shipping risk, place of fulfilment**

According to Section 447 BGB (German Civil Code) the risk shall transfer to the purchaser at the time of leaving our place of delivery, irrespective of whether the shipment is made by internal or external people. Place of fulfilment is our place of delivery!

### **5.) Payments**

Our invoices shall fall due for payment with 2.0% cash discount 8 days after the invoice date and strictly net without deduction 30 days after the invoice date, unless otherwise agreed at the time of contract conclusion.

*Valid from June 01, 2023*

Claims may be asserted to any discounts or other rebates promised separately by us. The purchaser shall be placed in default by dunning. 8 days after the occurrence of default we shall be entitled to demand default interest at the rate of 2.5% of the corresponding invoice amount. 14 days after the occurrence of default we shall be entitled to demand additional default interest at the rate of 5.0% of the corresponding invoice amount.

We shall reserve the right in each individual case to assert a further claim to damage, as well as to initiate a legal dunning process. We shall be entitled to demand securities at any time on account of our claims. Should the purchaser's economic circumstances deteriorate after contract conclusion – in particular due to cessation of payments, attempt to achieve an out-of-court settlement or opening of insolvency proceedings – or should the purchaser's legal circumstances change or should the latter not furnish a demanded security or be in default with a payment arising from other deliveries as well, all receivables shall then fall due for immediate payment.

The same shall apply, should the deterioration of the economic situation have already existed at the time of contract conclusion, but have been unknown to us. In such cases, we shall be entitled to refuse the entire or remaining performance – including that of other not yet processed contacts –, to withdraw from individual or all contracts and/or to request damage compensation.

Should the purchaser be obligated to pay damage compensation according to these terms and conditions or according to legal provisions, the damage to be compensated shall amount to 25% of the purchase price excluding value added tax. The damage shall be set at a higher or lower rate, should we prove higher damages or the purchaser lower damages.

Bills of exchange, payment instructions and cheques shall only be accepted on account of payment and not in lieu of performance. Collection costs, discount charges and note tax shall be at the purchaser's expense.

Any right of retention on the purchaser's part shall be excluded, unless the latter is based on the same legal contractual relationship. Any right of offsetting on the

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purchaser's part shall be excluded, unless the offset ensues against an uncontested or legally determined receivable.

## **6.) Warranty**

We shall warrant the quality of construction and performance for the duration of 12 months from the date of delivery. All parts, which become unusable or defective, when properly used for the intended purpose during such time period, as a consequence of poor materials, incorrect construction or unsatisfactory performance, shall be repaired at no charge. This entitlement shall only exist when the operating instructions have been observed and the handling has been correct. The operation shall in particular be considered as incorrect in the event of insufficient maintenance, excessive use or unauthorised modifications. The notice of defect must be made in writing. In the event of obvious defects, the period of notice is one week. The date of the postmark shall be considered as proof of timeliness. Should the purchaser be a general merchant, the notice of defect of recognisable defects must be made within a week in each case, in order to prevent the forfeiture of warranty claims. Should the complaint be properly lodged, we shall only be obligated to implement repairs. Should the latter be unsuccessful, the purchaser may request a reduction in the remuneration or cancellation of the contract.

## **7.) Security interests**

Until such time as all obligations arising from the supply contract have been met, any goods delivered shall remain our property. Delivered goods shall be subject to reservation of title until such time as all other claims between us and the purchaser have been completely satisfied. The purchaser may resell goods delivered subject to reservation of title in the ordinary course of business. Should the purchaser sell goods designated as being subject to reservation of title in the ordinary course of business, at the time of order placement said purchaser shall assign the partial amount of its claim vis-à-vis the third party corresponding to the value of the goods delivered by us. Assigned shall be claims between the purchaser and the third party arising from concluded work or delivery contracts as well as from concluded service contracts. No special declaration of assignment shall be required. As long as the purchaser meets its payment obligations to us in an orderly manner, said purchaser shall be empowered to collect such receivables on our behalf. We shall be entitled to disclose such assignment to the third party at any time. The purchaser shall be obligated to disclose any ban on assignment existing at the time of placing an order with the third party. Should the purchaser fail to meet this obligation or should the third party not approve the agreed assignment, we shall be released from the duty to deliver.

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Should the purchaser manufacture a new movable item with the goods delivered by us, the following additional provisions shall apply:

During the manufacturing process we shall be considered as manufacturers in terms of Section 950 BGB and shall acquire the ownership of the intermediate and end products. Should the new item also be manufactured with materials other than those delivered by us, our co-ownership shall be determined according to the ratio of the value of the goods delivered by us to the remaining materials. The processed goods shall serve as collateral for all claims arising from the business relationship.

## **8.) Place of jurisdiction**

The law of the Federal Republic of Germany shall apply.

The UN Convention on Contracts for the International Sale of Goods shall be excluded.

Our applicable place of jurisdiction shall be exclusively agreed for all present and future claims arising from the business relationship with full merchants as well as for all claims asserted by way of the dunning process. The same place of jurisdiction shall apply should the purchaser not have a general domestic place of jurisdiction, relocate its place of residence or habitual abode overseas after contract conclusion, or should its place of residence or habitual abode be unknown at the time the action is filed. Should any provision of our terms and conditions of sale and delivery become invalid for whatsoever reason, this shall not affect the validity of the remaining provisions. That which is legally admissible shall apply in place of any ineffective provision.