Section 1: General – scope

(1) Our terms and conditions of sale apply only to traders within the meaning of Section 14 of the German Civil Code (BGB).

(2) Our general terms and conditions of sale apply exclusively. Contradictory general terms and conditions of the contractual partner, which deviate from or supplement our terms and conditions of sale, shall only become part of the contract if and to the extent that we have agreed to their validity expressly (and) in writing. This consent requirement also applies if the buyer refers to its business terms and conditions in the context of the order and we have not expressly objected to the business terms and conditions. These general terms and conditions of sale apply to contracts for the sale and/or delivery of tangible property ('goods') as well as to other services. Whether we manufacture the goods ourselves or buy from suppliers is disregarded.

(3) Unless otherwise agreed, our general terms and conditions of sale shall also apply to all future business relationships with the contractual partner. This applies even if they are not explicitly agreed again.

(4) Individual agreements made on a case-by-case basis with the contractual partner (including supplementary agreements, amendments and changes) and details in our order confirmation shall take precedence over these general terms and conditions of sale. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.
Purely verbal agreements are not valid.

(5) Legally relevant declarations and notifications of the buyer with regard to the contract (for example, notification of defects, setting of deadlines, withdrawal or abatement) must be in writing, i.e. in written and text form (such as letter, e-mail, fax). Further statutory formal requirements as well as further evidence (for instance in case of doubts about the legitimacy of the declarant) remain unaffected.

(6) If references are made to the validity of statutory provisions, it should be noted that these have only a clarifying meaning. 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.

Section 2: Export restrictions

(1) Insofar as the sale, resale or disposal of deliveries and services and any technology or other technical assistance is subject to an embargo imposing restrictions on exports, the following provisions shall apply:

(a) The sales contract or contract for work for these deliveries and services shall be subject to the condition precedent that the authorisation to export the delivery and service has been granted by the competent authority (for example, the German Federal Office for Economic Affairs and Export Control (BAFA)). The contractual partner acknowledges that the authorisation procedure may take several months. If the authorisation is not granted, the contractual partner is not entitled to assert claims for damages – regardless of the legal grounds.

(b) The sales contract or contract for work for these deliveries and services shall be subject to the condition subsequent that it shall be terminated in the event that the official authorisation for this delivery and service has been granted, but is revoked before export. Should the authorisation be revoked before delivery for reasons for which we are not responsible, the contractual partner is not entitled to assert claims for damages against us – regardless of the legal grounds.

(c) The contractual partner undertakes to inform us of any intended resale of the delivery or service to a country affected by an export restriction.

(d) The contractual partner declares that it will provide the necessary support to obtain the authorisation, in particular, if necessary, to obtain or issue any end-use declarations and to submit any other documents that become necessary or to make any necessary declarations.

(2) All EU or US export regulations apply in addition, if applicable.

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Section 3: Offer – offer documents

(1) Insofar as the sale, resale or disposal of deliveries and services and any technology or other technical assistance is subject to an embargo imposing restrictions on exports, the following provisions shall apply:

(a) The sales contract or contract for work for these deliveries and services shall be subject to the condition precedent that the authorisation to export the delivery and service has been granted by the competent authority (for example, the German Federal Office for Economic Affairs and Export Control (BAFA)). The contractual partner acknowledges that the authorisation procedure may take several months. If the authorisation is not granted, the contractual partner is not entitled to assert claims for damages – regardless of the legal grounds.

(3) Our employees are not authorised to enter into verbal supplementary agreements or to give verbal assurances that go beyond the content of the written contract. Only authorised representatives are entitled to conclude legally binding contracts and make declarations of intent.

Section 4: Prices – payment terms

Unless otherwise agreed in writing on a case-by-case basis, the following provisions apply with regard to our prices and payment terms:

(1) Unless otherwise stated in the order confirmation, our current prices apply 'ex works'. The costs of packaging will be invoiced separately. Disposal of the packaging is governed by the German Packaging Act (VerpackG). The contractual partner is responsible for this. Any customs duties, fees, taxes and/or other costs incurred for the delivery/service shall be borne by the contractual partner. The contractual partner is obliged to take out appropriate transport insurance.

(2) VAT as required by law is not included in our prices; it will be shown separately on the invoice at the statutory rate on the day of invoicing. The VAT valid on the day of invoicing is applicable.

(3) The deduction of a cash discount requires a separate written agreement.

(4) Unless otherwise stated in the order confirmation, the agreed net purchase price (with no deductions) is due for payment within fourteen days after receipt of invoice. However, we are entitled at any time, even in the context of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation. In deviation from Section 632a of the German Civil Code (BGB) and with regard to wage claims, we are entitled to issue progress payment invoices monthly and according to the progress of construction or performance; there is no entitlement to a guarantee.

(5) We are entitled to initially credit payments against the older debts of the contractual partner despite the contractual partner's provisions to the contrary; we shall inform the contractual partner of the nature of the settlement. If costs and interest have already been incurred, we are entitled to offset the payment first against the costs, then against the interest and finally against the principal performance.

(6) A payment shall only be deemed to have been made when we can dispose of the amount. In the case of checks, payment is deemed to be made only when the check is cashed. Any fees incurred in this context shall be borne by the contractual partner. We are not obliged to accept checks.

(7) Even without a reminder, the contractual partner is in default if it does not pay the agreed price, a down payment or an invoice on account within 30 days of invoicing. If the contractual partner is in default, we are entitled to demand the statutory default interest as lump sum compensation. Default interest shall be set at a higher rate if we succeed in proving a higher interest charge; proof of a higher incurred loss remains unaffected. In relation to merchants, our claim to interest as of the due date for commercial transactions according to Section 353 of the German Commercial Code (HGB) remains unaffected.

(8) If we become aware of circumstances that call into question the creditworthiness of the contractual partner, in particular if a check is not redeemable or the contractual partner suspends its payments, or if we become aware of other circumstances that call into question the creditworthiness of the contractual partner, we are entitled to demand payment of the entire remaining debt, even if we have previously accepted checks.

(9) If, after conclusion of the contract, it is foreseeable that our claim to payment of the purchase price is at risk due to insufficient capacity of the contractual partner to pay (for example, an application is made for the opening of insolvency proceedings), we are entitled to refuse performance and, if necessary after setting a deadline, to withdraw from the contract in accordance with the statutory provisions. In the case of contracts where the owed

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production of items is unjustifiable (custom-made items), we can declare a withdrawal immediately. The statutory provisions on the dispensability of setting a deadline remain unaffected in this respect.

(10) The contractual partner shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognised by us. In addition, the contractual partner is entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

Section 5: Term of delivery and performance

(1) Binding delivery dates or terms that may be agreed must be in written form. Agreed binding delivery terms only begin when any preliminary performance of the contractual partner has been fully performed, if such an obligation exists.

(2) If a binding delivery time has been agreed, the term of delivery or performance is met if we report readiness for shipment to the customer, the goods have left the factory or – if acceptance is required – we report readiness for acceptance.

(3) Compliance with our delivery obligation further presupposes the timely and proper fulfilment of the contractual partner’s obligations. Defence by reason of non-fulfilment of the contract remains reserved.

(4) If the contractual partner is in default of acceptance or culpably violates other duties to cooperate, we are entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims are reserved.

(5) If the conditions of subsection (4) are met, the risk of accidental loss or accidental deterioration of the goods shall pass to the contractual partner at the latest at the time at which the latter is in default of acceptance or default of the debtor.

(6) In the event of a delay in delivery of more than 3 months, the contractual partner may withdraw from the contract after a deadline, appropriately set on a case-by-case basis, fruitlessly expires.

(7) In the event that we are unable to comply with contractually agreed delivery terms for reasons beyond our control – in particular force majeure, strikes, lockouts, official orders – we must inform the contractual partner of this circumstance immediately and, in parallel, announce the expected or new delivery term. If a delayed delivery cannot be made even within the newly announced delivery term due to impossibility of performance, we are entitled to withdraw from the contract in whole or in part; we must immediately refund any consideration already provided by the contractual partner (in the form of payment of the purchase price). Impossibility of performance exists, for example, if our supplier did not deliver the goods on time, if we concluded a congruent covering transaction, if there are other disruptions in the supply chain (for example, due to force majeure) or if we are not obliged to procure the goods in individual cases.

The rights, in particular in the event of exclusion of the obligation to perform (for example, due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected. Section 8 applies with regard to liability.

(8) We are entitled to make partial deliveries and to partial performance at any time, unless the partial delivery or partial performance is not of interest to the customer.
Here the burden of proof lies with the customer. Functional partial performance can be invoiced separately by us.

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Section 6: Passing of risk – documents

(1) As soon as the delivery/service has been handed over to the person carrying out the transport (when the goods are dispatched), the risk passes to the contractual partner. Technical acceptance, where applicable, must be carried out at our factory.

(2) If the contractual partner is in default with the collection of its service/delivery or with acceptance, the risk passes already with receipt of the notification of readiness for performance or acceptance. The above sentence also applies to partial performance, or even if we have assumed the transport costs, for example.

(3) If the delivery/service is ready for dispatch and is not collected in time, so that the dispatch or handover is delayed, the risk shall pass to the contractual partner upon receipt of the notification of readiness for dispatch.

(4) The current provisions of the German Packaging Act (VerpackG) apply to the return of packaging.

(5) In the event that the contractual partner wishes to have the goods shipped to another destination (sale by delivery to a place other than the place of performance), shipping costs shall be borne by the contractual partner. In the event that nothing has been contractually agreed, we can determine the mode of shipment (packaging, shipping route, transport company) ourselves.

If the contractual partner so wishes, we will obtain transport insurance coverage for the delivery; the costs incurred in this respect shall be borne by the contractual partner.

Section 7: Defect investigation – liability for defects

(1) Claims for defects of the contractual partner exist only to the extent that the contractual partner has fulfilled its statutory inspection and notification obligations (Section 377, 381 of the German Commercial Code (HGB)). If the goods are building materials or other goods intended for incorporation or other further processing, an inspection shall be carried out immediately before processing. We must be notified immediately in writing if a defect becomes apparent in the course of delivery, inspection or at a later date. Obvious defects must be reported in writing within one week of receipt of the delivery/service and concealed defects within the same period of time from the discovery of the defects. In the event that the buyer neglects or fails to meet its obligations of proper inspection and/or the reporting of defects, our liability for a defect that is not reported, or not reported in time or not properly is excluded in accordance with the statutory provisions. If the goods were intended for integration, mounting or installation, this shall also apply if the defect became apparent as a result of non-compliance or the violation of one of these obligations only after the corresponding processing. In this case, the buyer is not entitled to claim compensation for the ‘installation and removal costs’. For goods with digital elements or other digital content, it is important to note that we are only obliged to provide and update digital content as far as this is expressly stated in a quality agreement. We assume no liability for public statements of the manufacturer and other third parties.
In the event of a defect, the rights set forth under statutory regulations shall apply subject to Section 7(5).

(2) Claims for defects become time-barred after one year – unless the law provides for a different mandatory period – starting with the agreed handover or with acceptance in accordance with Section 6(1).

(3) If our operating or maintenance instructions are not followed, changes are made to the products, the delivery/service is used improperly, parts are replaced or consumables are used that do not correspond to the original specifications, claims for defects of the products shall expire. Furthermore, we assume no warranty for natural wear and tear, especially on wear parts.

(4) If a defect occurs, the contractual partner must immediately inform our customer service team in writing. The defect must be described in detail, otherwise point (5) applies.

(5) In the event that the contractual partner informs us that the delivery/service is defective, we shall, at our discretion and at our expense, demand that:

(a) the defective delivery/service is sent to us for repair, insofar as shipment is possible; or

(b) the contractual partner has the defective delivery/service ready, so that the repair can be carried out on site at the contractual partner. If the contractual partner demands that repair work should be carried out at a designated place that deviates from the contractually agreed place of use or if the delivery/service has been moved abroad, the contractual partner must pay for the longer working time and travel costs caused thereby at our standard rates. Replaced spare parts become our property.

(6) Unless otherwise stipulated in the preceding paragraphs, we shall have the right to choose whether to provide supplementary performance by rectification of the defect (repair) or by delivery of a defect-free item (additional

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delivery) in the event that the delivered goods are defective. The contractual partner may refuse supplementary performance in the event that the type of supplementary performance chosen by us is unreasonable for the contractual partner on a case-by-case basis. However, we reserve the right to refuse supplementary performance under the statutory conditions. In addition, we are entitled to make the supplementary performance to be provided by us dependent on the contractual partner paying the owed purchase price. However, the contractual partner is entitled to retain a proportion of the purchase price that is reasonable in relation to the defect.

The contractual partner may withdraw from the sales contract or reduce the purchase price in accordance with the statutory provisions if a deadline to be set by the contractual partner for supplementary performance has expired unsuccessfully or is unnecessary in accordance with the statutory provisions. In the event of a minor defect, however, the contractual partner has no right of withdrawal.

(7) A warranty for used products is excluded, unless contractually agreed otherwise.

(8) Only the direct contractual partner is entitled to claims for defects against us and the claims are not transferable.

(9) In the event of a repair, we shall not be liable for consequential damage, lost profit, other consequential damage and for lost production. We are also not liable for defects of which the contractual partner is aware at the time of conclusion of the contract according to Section 442 of the German Civil Code (BGB), or is not aware of due to gross negligence.

(10) Otherwise, Section 8 shall apply.

Section 8: Liability

(1) Our liability for slightly negligent breaches of duty is excluded, provided this does not concern essential contractual obligations, damage due to the loss of life, physical injury or the impairment of health, or guarantees or claims under the German Product Liability Act (ProdHG).

(2) We are not liable for consequential damage, indirect damage, collateral damage, damage from tort, reimbursement of expenses or lost profit.

(3) The limitations and exclusions of liability in paragraph 2 shall not apply to claims arising from intentional, grossly negligent and fraudulent conduct on our part, as well as to liability for guaranteed characteristics, in the event of culpable breach of essential contractual obligations and to claims under the German Product Liability Act (ProdHG) as well as damage due to the loss of life, physical injury or the impairment of health.

(4) Our liability is limited on principle to typically foreseeable damage and, with regard to the amount, to the respective order value/delivery value.

(5) Insofar as our liability is excluded or limited, this also applies to our staff, employees, representatives and vicarious agents.

Section 9: Retention of title

(1) We reserve the right of ownership of the purchased item until receipt of all payments from the business relationship with the contractual partner. In the event of the contractual partner acting in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the delivered goods. Taking back of the goods by us is a withdrawal from the contract. After taking back the delivered goods, we are authorised to exploit them; the proceeds of exploitation shall be offset against the contractual partner's liabilities, less reasonable exploitation costs.

(2) The contractual partner is obliged to treat the delivered goods with care until ownership is transferred to the contractual partner. In particular, the contractual partner is obliged to sufficiently insure them at its own expense against fire, water and theft at replacement value. If maintenance and inspection work is required, the contractual partner must carry it out in good time at its own expense.

(3) Before full payment of the secured claims has been made, the goods subject to retention of title may neither be pledged to third parties nor transferred as security. The contractual partner must notify us immediately in writing in the event of an application for the opening of insolvency proceedings or insofar as third parties access the goods belonging to us (seizure, for example). If the third party is not able to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the contractual partner is liable for our incurred loss.
These obligations of the contractual partner are also valid in view of the assigned claims.

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(4) The contractual partner is entitled to resell the delivered goods in the ordinary course of business; however, the contractual partner already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim, which arise from the resale against its customers or third parties. This applies regardless of whether the item was resold without or after processing. The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the contractual partner fulfils its payment obligations from the proceeds received, does not default on payment and, in particular, no application for the opening of settlement or insolvency proceedings has been made or payment has been suspended. However, if this is the case, we can demand that the contractual partner inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and inform the debtors (third parties) of the assignment.

(5) The processing or transformation of the delivered goods by the contractual partner is always carried out on our behalf. If the item is processed with other items that are not our property, we acquire co-ownership of the new item in proportion to the value of the delivered item (final invoice amount, including VAT) to the other processed items at the time of processing. The same applies to the goods resulting from processing as to the goods delivered under reservation.

(6) If the delivered item is inseparably mixed with other items that are not owned by us, we acquire co-ownership of the new item in proportion to the value of the delivered item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the object of the contractual partner is to be regarded as the main object, it shall be deemed agreed that the contractual partner transfers co-ownership to us in proportion. The contractual partner shall keep the wholly owned or co-owned item on our behalf.

(7) To secure our claims against the contractual partner, the contractual partner also assigns to us the claims that arise against a third party through the joining of the delivered item with real property.

(8) We undertake to release the securities to which we are entitled on request of the contractual partner to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is up to us.

Section 10: Product changes

We reserve the right to make minor design and product changes at any time. However, we are not obliged to make such changes to already delivered products. If the contractual partner wishes to make changes to the object of delivery and performance after the order confirmation and before delivery, we are entitled to reject or invoice these. In this case, we are no longer bound by binding delivery dates.

Section 11: Confidentiality

Unless expressly agreed otherwise in writing, the information submitted to us in connection with offers or orders by the contractual partner shall not be considered confidential.

Section 12: Duty of confidentiality

(1) The contractual partner is obliged to keep confidential all facts, business secrets and information of which it gains knowledge, whether verbally, in writing or visually in connection with the establishment or execution of the contract, unless we release the contractual partner from this obligation beforehand. The obligation of confidentiality shall continue to apply even after termination of the contractual relationship.

(2) The obligation of confidentiality also applies to the same extent to the employees of the contractual partner.

(3) Statutory information and reporting obligations remain unaffected.

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Section 13: Supplier's declaration – movement certificates – certificates of origin

The contractual partner is advised that, for example, supplier declarations, movement certificates or certificates of origin are not included in the scope of delivery, unless this was expressly agreed in writing when the order was placed.
When ordering the goods/products, the contractual partner must explicitly refer to the above-mentioned declarations and – if it so wishes – commission them at an additional cost. A later order or 'reorder' of additional documentation, such as movement certificates or certificates of origin, etc., is excluded unless we agree to the changes in writing. The resulting costs and expenses shall then be reimbursed by the contractual partner.

Section 14: Place of jurisdiction – place of performance

(1) Our place of business is the place of jurisdiction; however, we are entitled to also sue the contractual partner at its place of residence.

(2) The laws of the Federal Republic of Germany shall apply exclusively to these terms and conditions of sale and to the legal relations between us and the contractual partner. The conflict of law rules of international civil law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.

(3) Should any provision in these terms and conditions of sale be or become invalid, the validity of all other provisions or agreements shall not be affected.

(4) Unless otherwise agreed, the contractual language shall be German.

(5) Supplementary agreements, amendments and additions to the order must be made in writing. The same applies to a waiver of the written form requirement.

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