



General Terms of Sale (Status: 01/2024)

Page 1 of 3

I.	Scope, Offers.....	1
II.	Prices.....	1
III.	Payment and Offsetting.....	1
IV.	Securities.....	1
V.	Order Execution, Delivery Deadlines and Delivery Dates.....	1
VI.	Retention of Title.....	2
VII.	Qualities, Measures and Weights.....	2
VIII.	Acceptance.....	2
IX.	Dispatch/Transfer of Risk/Packaging/Partial Delivery.....	2
X.	Claims of the Customer Arising from Defects.....	2
XI.	General Disclaimer and Limitation.....	3
XII.	Export Certificates, Sales Tax.....	3
XIII.	Place of Fulfilment, Place of Jurisdiction, Applicable Law.....	3

I. Scope, Offers

- These General Terms of Sale (GTS) shall apply to all contracts concluded now and in the future with entrepreneurs and companies, legal entities under public law and special public law funds for the supply of goods and services, including works contracts and non-fungible items. Our GTS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if the Customer refers to his general terms and conditions in the context of the order and we do not expressly object to them. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the GTS.
- Our offers are subject to change and non-binding. This shall also apply if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, evaluations, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve ownership rights and copyrights. Oral agreements, commitments, assurances and guarantees given by our staff in connection with the conclusion of a contract shall only become binding when confirmed in writing.
- The order of the goods by the Customer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within ten days of its receipt by us. Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Customer.
- In doubtful cases, the latest version of the INCOTERMS shall be decisive when interpreting trade terms.
- All information such as measurements, weights, illustrations, descriptions, installation sketches, price lists and other printed material is only approximate, albeit established as precisely as possible; it is therefore non-binding. Models and drawings shall remain our property.

II. Prices

- Prices are quoted ex works plus freight and value added tax.
- The prices valid at the time the contract was concluded shall apply insofar as no alternative is agreed.
- We reserve the right to increase the prices of quantities not yet delivered should changes in the raw materials/economic situation occur making the manufacture and/or purchase of the product in question considerably more expensive than at the time the prices were agreed. In such cases, the Customer may cancel the relevant orders within two weeks of receiving notification of the price increase.

III. Payment and Offsetting

- Insofar as no alternative is agreed or stipulated in our invoices, the payment price shall be paid immediately upon receipt with no cash discount and in such a way that we have the amount at our disposal on the due date. The Customer shall bear the cost of the payment transaction. The Customer may only offset receivables which are uncontested or have been legally recognized as final and absolute against the invoice amount; the same shall apply when exercising rights of retention.
- If the customer misses the payment deadline or defaults on payment, we shall charge interest at a rate amounting to 9% above the base rate of the European Central Bank insofar as no higher interest rates have been agreed. We reserve the right to claim further compensation for damages incurred through the Customer's default.
- The Customer shall be deemed to have defaulted on payment ten days after the due date of our receivable, irrespective of whether a reminder has been sent.
- If it becomes evident after concluding the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is at risk due to inadequate capacities on the Customer's part, we shall be entitled in accordance with the statutory provisions to refuse performance and – if necessary after setting a deadline – to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible goods (customised products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. In such cases, we shall also be entitled to call for immediate payment of all unexpired receivables due to us from our current business relationship with the Customer. This plea of uncertainty shall also extend to all other trade receivables due to us from our relationship with the Customer.
- Agreed cash discounts shall invariably apply solely to the invoice value and are conditional on complete settlement of all the Customer's liabilities at the time the cash discount is applied. Cash discount deadlines shall commence as of the invoice date insofar as no alternative has been agreed.
- We are entitled to offset all receivables due to us from the Customer against any receivables due from us to the Customer, irrespective of the legal grounds.

IV. Securities

We are entitled to request securities of the customary nature and scope for our receivables, also insofar as they are conditional or limited.

V. Order Execution, Delivery Deadlines and Delivery Dates

- Our delivery obligation is subject to the punctual receipt of correct deliveries from our own suppliers, insofar as we are not culpable for late and/or incorrect deliveries.
- The delivery period shall be defined according to the agreements concluded by the contractual parties. Our compliance with these presupposes that all technical and business-related issues between the contractual parties have been clarified and the Customer has fulfilled all his obligations, e.g. provided all official certification, issued letters of credit or guarantees, made down-payments, provided necessary technical drawings/technical specifications, filled in and returned enquiry forms, stipulated product requirements and specifications etc.
- The time at which the consignment is dispatched from the factory or warehouse is decisive for ascertaining compliance with delivery dates and deadlines. They shall be deemed to have been complied with when the Customer is notified that they are ready for dispatch, even if the goods cannot be dispatched punctually through no fault of our own.
- If our non-compliance with the delivery date or deadline is due to force majeure (including pandemic events such as COVID-19 or comparable events and restrictions resulting therefrom), labour disputes or other events outside our sphere of influence, we shall be entitled to postpone dispatch for the duration of the disruption plus an appropriate restarting period. We shall notify the Customer as soon as possible of the beginning and end of such circumstances. Should the events described above cause execution of the contract to be postponed for a period which either of the parties cannot be reasonably expected to accept, in particular if the execution of major parts thereof is delayed for more than six months, the party concerned may announce his withdrawal from the contract.
- In the event of non-compliance with delivery deadlines, the Customer shall only be entitled to assert his rights as per Sections 281, 323 BGB if he previously set us an appropriate delivery deadline together with a declaration that he shall refuse acceptance of the consignment when it arrives; if this deadline expires without result, his right to fulfilment shall be excluded.
- The Customer may withdraw from the contract without setting a deadline if it becomes impossible for us to deliver the entire consignment before the transfer of risk. The Customer may also withdraw from the contract if delivery of part of an ordered consignment becomes impossible and he has a justifiable interest in refusing the part-consignment. If this is not the case, the Customer shall pay that part of the contractual price due for the part-consignment. The same shall also apply in the event of incapacity on our part. Otherwise section XI. shall apply.



General Terms of Sale (Status: 01/2024)

VI. Retention of Title

1. All goods delivered shall remain our property (reserved goods) until all receivables have been paid in full, in particular the account balance due to us in connection with the business relationship and any receivables established unilaterally by an insolvency administrator as being due to us by choice of performance. This shall also apply to conditional receivables which originate in the future and also when payments are made in settlement of specially designated claims. This right of retention shall finally expire when all receivables open at the time of payment (account balances) have been settled in full. We are entitled to assign any payment claims due to us from the Customer.
2. If our ownership of the goods expires due to combination or mixing, the Customer shall now assign property rights to the new inventory or articles equivalent to the invoice value of the reserved goods and keep them for us free of charge. Our co-ownership rights shall be deemed reserved goods as per no. 1.
3. The Customer may only sell the reserved goods in ordinary business transactions at his standard terms and provided he is not in default; when doing so, he must retain the title and assign the receivables from future sales of the reserved goods to us as per no. 4 to no. 6. He shall not be entitled to dispose of the reserved goods in any other way. Further sale as per section VI of these Terms is also understood to comprise the use of the reserved goods to execute works contracts.
4. All receivables from future sales of the reserved goods shall now be assigned to us together with any collateral acquired to secure the receivables. They shall serve as security to the same extent as the reserved goods. If the Customer sells the reserved goods together with other goods not sold by us, the proportion of the receivable equivalent to the invoice value of the reserved goods shall be assigned to us. When selling goods in which we hold co-ownership rights as per no. 2, an equivalent proportion of the receivable shall be assigned to us.
5. The Customer shall be entitled to collect the receivables from his further sales. This entitlement shall expire if revoked by us, and no later than any point at which the Customer defaults, a bank draft issued by him cannot be cashed or insolvency proceedings are opened on his assets. We shall only exercise our right of revocation if it becomes evident after concluding the contract that our payment claims from this or any other agreement with the Customer are at risk because he is unable to pay. The Customer shall undertake to notify his customer of the assignment immediately and to give us the necessary collection documents at our request.
6. Receivables from further sales may not be assigned in any other way.
7. The Customer shall notify us immediately if the goods are pledged or influenced in any other way by a third party. The Customer shall bear the costs incurred to rescind the pledge or return the reserved goods insofar as they are not reimbursed by the third party. In the event of any breach of contract on the Customer's part, in particular default on payment, we shall be entitled to reclaim the reserved goods after issuing a reminder, and the Customer shall be obliged to hand them over to us. Returning the goods does not constitute withdrawal from the agreement. Any application to open insolvency proceedings shall entitle us to withdraw from the contract and request immediate return of the reserved goods.
8. Should the invoice value of the existing securities exceed the value of the secured receivables (including ancillary receivables) by more than 50%, we shall undertake to release corresponding securities at our discretion when requested to do so by the Customer.
9. In the event of a breach of contract by the Customer, in particular 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 reserved goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of cancellation; we are rather entitled to demand only the return of the goods and reserve the right to cancel the contract. If the Customer does not pay the purchase price due, we may only assert these rights if we have previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

VII. Qualities, Measures and Weights

1. In the absence of any agreement, qualities and measures shall be determined as per the DIN or material specifications valid at the time the contract was concluded, or as customary in the sector if these do not exist. Deviations in quality, measures and weights are only permissible as per the DIN or valid regulations.

VIII. Acceptance

1. If an acceptance procedure has been agreed, this may only be performed in our factory immediately after the Customer has been notified that the goods are ready for acceptance. The Customer shall bear the costs of personal acceptance; material acceptance costs shall be invoiced to the Customer as incurred.
2. Should the acceptance procedure not be performed punctually, completely or at all on grounds which are not our responsibility, we shall be entitled to dispatch the goods without acceptance or store them at the Customer's risk and expense, invoicing him accordingly.

IX. Dispatch/Transfer of Risk/Packaging/Partial Delivery

1. We shall determine the means and method of dispatch, the carrier and the freight forwarder.
2. Goods to be sent free of charge as per the terms of the contract must be called for immediately. Otherwise, we shall be entitled to dispatch or store them at the Customer's risk and expense after issuing a reminder and to invoice him both the goods and the storage fees. The statutory regulations on delayed acceptance shall be unaffected.
3. Should transport of the goods on the scheduled route to the scheduled destination within the scheduled time be rendered impossible on grounds for which we are not responsible, we shall be entitled to deliver them using another means or to a different destination; the additional expense shall be borne by the Customer. The Customer shall be given the opportunity to express his opinion beforehand.
4. The risk, also of the goods being confiscated, shall pass to the Customer when the goods are handed over to the carrier or freight forwarder and no later than the time at which they leave the factory; this shall apply to all transactions. We shall only obtain insurance cover if so requested by the Customer and at his expense. The Customer shall be responsible for unloading obligations and expenses.
5. The goods shall be delivered unpacked,
6. We shall be entitled to deliver part-consignments as deemed reasonable. The short shipments and surplus quantities customary in the sector are permissible.

X. Claims of the Customer Arising from Defects

1. The statutory provisions shall apply to the rights of the Customer in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the statutory provisions on the sale of consumer goods (Sections 474 ff. BGB) and the rights of the Customer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.
2. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by us (in particular in catalogues or on our Internet homepage) at the time the contract was concluded shall be deemed to be an agreement on quality in this sense. We shall only accept liability for a specific purpose or suitability if this is expressly agreed; otherwise, any risk pertaining to use or suitability shall be borne by the Customer. We shall not be liable for the deterioration or destruction of goods handled incorrectly after the transfer of risk. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 par. 3 BGB).
3. In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content if this is expressly stated in a quality agreement in accordance with paragraph 2. In this respect, we accept no liability for public statements made by the manufacturer or other third parties.
4. In principle, we shall not be liable for defects which the customer is aware of or is grossly negligent in not being aware of when the contract is concluded (Section 442 BGB). Furthermore, the Customer's claims arising from defects presuppose that he has complied with his statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within three working days of delivery and defects not recognisable during the inspection must be reported in writing within the same period from discovery. If the Customer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the customer shall in particular have no right to reimbursement of corresponding costs ("dismantling and assembly costs").
5. If the delivered item is defective, we may initially choose whether to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-



General Terms of Sale (Status: 01/2024)

Page 3 of 3

- free item (replacement delivery). If the type of subsequent fulfilment chosen by us is unreasonable for the Customer in the individual case, he may reject it. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.
6. We are entitled to make the subsequent fulfilment owed dependent on the Customer paying the purchase price due. However, the Customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
 7. The Customer must give us the time and opportunity required for the subsequent fulfilment owed, and must in particular hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Customer shall not be entitled to return the item. Subsequent fulfilment shall not include the removal, dismantling or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; the Customer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.
 8. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these GTS, if a defect actually exists. Otherwise, we may demand reimbursement from the Customer of the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or could have recognised that there was in fact no defect.
 9. In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the Customer has the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.
 10. If a reasonable deadline to be set by the Customer for subsequent fulfilment has expired without success or is dispensable in accordance with the statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of cancellation.
 11. Rights of the Customer to reimbursement of expenses pursuant to Section 445a par. 1 BGB are excluded unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 par. 5, 327u BGB). Claims of the customer for damages or reimbursement of futile expenses (Section 284 BGB) shall only exist in accordance with the following Section XI, even in the event of defects in the goods.

XI. General Disclaimer and Limitation

1. Insofar as nothing else results from these GTS including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
2. We shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of 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), in the following cases:
 - a) for damages resulting from injury to life, body or health,
 - b) for damages arising from the breach of a material contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability resulting from paragraph 2 shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for in accordance with statutory provisions. They shall not apply, insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the buyer under the Product Liability Act.
4. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of cancellation of the Buyer (in particular according to Sections 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.
5. Notwithstanding Section 438 par. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the statutory regulation (Section 438 par. 1 No. 2 BGB). Other special statutory provisions on the limitation period (in particular Section 438 par. 1 No. 1, par. 3, Sections 444, 445b BGB) also remain unaffected. The aforementioned limitation periods 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 (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to No. 2 sentence 1 and sentence 2 a) above and pursuant to the German Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

XII. Export Certificates, Sales Tax

1. Should a customer domiciled outside the Federal Republic of Germany (foreign customer) or his representative collect goods and transport them to a third country, the Customer shall send us the export certificate required for tax purposes. If this certificate is not provided, the Customer shall pay the sales tax applicable in the Federal Republic of Germany on the invoice amount insofar as we are able to claim tax exemption on deliveries abroad.
2. If consignments are to be sent from the Federal Republic of Germany to other EU member states, the Customer shall notify us of the sales tax identification number under which he pays tax on intra-community acquisitions before delivery. Otherwise he shall pay the sales tax legally due from us in addition to the agreed purchase price.

XIII. Place of Fulfilment, Place of Jurisdiction, Applicable Law

1. In the case of deliveries ex works, the place of fulfilment for our deliveries shall be the factory from which they are dispatched. The place of fulfilment for the payment obligation of the Customer shall be our company headquarters.
2. These GTS and the contractual relationship between us and the Customer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. If the Purchaser is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of our company. The same applies if the buyer is an entrepreneur within the meaning of Section 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTS or an overriding individual agreement or at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
3. Should any term in these General Terms of Sale be or become invalid, the validity of the other terms shall remain unaffected.