

## § 1 Scope of application

(1) These Terms and Conditions of Sale apply exclusively to entrepreneurs (§14 German Civil Code – BGB), legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB. We shall only recognise any terms and conditions of the purchaser 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 also apply to all future transactions with the customer, insofar as they are legal transactions of a related nature (as a precaution, the terms and conditions of sale should in any case be attached to the order confirmation).

## § 2 Offer and conclusion of contract

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

## § 3 Documents provided

We reserve the right of ownership and copyright to all documents provided to the customer in connection with the placing of the order, such as e.B calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our express written consent to do so. If we do not accept the customer's offer within the period of § 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 value added tax at the applicable rate. Packaging costs will be invoiced separately.

(2) Payment of the purchase price must be made exclusively to one of the accounts mentioned in the invoice. The deduction of cash discount is only permitted with a special written agreement.

(3) Unless otherwise agreed, the purchase price must be paid within the period stated on the invoice. Default interest will be charged at the rate of 8% above the respective base interest rate p.a. We reserve the right to assert a higher damage caused by default.

(4) Unless a fixed price agreement has been made, reasonable price changes due to changed wage, material and distribution costs for deliveries made 3 months or later after conclusion of the contract are reserved.

## § 5 Offsetting and rights of retention

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



## § 6 Delivery time

(1) The commencement of the delivery period specified by us presupposes the timely and proper fulfilment of the customer's obligations. The plea 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 are entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims are reserved. 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 time when he is in default of acceptance or debtor.

(3) In the event of a delay in delivery caused by us not 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 in the amount of 1% of the delivery value, but no more than 5% 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 upon dispatch

If the goods are shipped to the customer at the request of the customer, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

## § 8 Retention of title

(1) We reserve title to the delivered item until full payment of all claims arising from the delivery contract. This also applies 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 behaves contrary to the contract.

(2) The customer is obliged, as long as the ownership has not yet passed to him, to treat the purchased item with care. In particular, he is obliged to insure them sufficiently at their new value at his own expense against theft, fire and water damage (note: only permitted for the sale of high-quality goods). If maintenance and inspection work has to be carried out, the customer must carry it out in good time at his own expense. As long as ownership has not yet passed, the customer must notify us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

(3) 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 as well as recourse / manufacturer's recourse

(1) Warranty rights of the customer require that he has duly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).

(2) Claims for defects shall become statute-barred 12 months after delivery of the goods delivered by us to our customer or where acceptance is required, from the date of acceptance. The above provisions do not apply if the law prescribes longer periods. Our consent must be obtained before any return of the goods.

(3) If, despite all the care taken, the delivered goods have a defect that already existed at the time of the transfer of risk, we will repair the goods at our discretion or deliver replacement goods, subject to timely notification of defects. We must always be given the opportunity to remedy the defect within a reasonable period of time. Recourse claims remain unaffected by the above provision without restriction.

In the event of repair or replacement, the warranty period shall not recommence. The original limitation period continues to run; it is only suspended for the duration of the repair or replacement (§ 203 BGB).

(4) If the supplementary performance fails, the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration.

(5) Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or wear and tear as well as in the case of damage that occurs after the transfer of risk as a result of incorrect or negligent treatment, excessive stress, unsuitable operating resources, defective construction work, unsuitable building ground or due to special external influences that are not presumed according to the contract. If the customer or third parties carry out improper repair work or changes, there are also no claims for defects for these and the resulting consequences.

(6) Claims of the customer due to the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been moved to a place other than the customer's branch office, unless the transfer corresponds to their intended use.

(7) Recourse claims of the customer against us exist only to the extent that the customer has not made any agreements with his customer that go beyond the legally mandatory claims for defects. Paragraph 6 shall also apply mutatis mutandis to the scope of the Purchaser's right of recourse against the Supplier.



## § 10 Mediation clause

In the event of a dispute arising from this contract, the parties undertake to carry out mediation at the Mediation Office for Economic Conflicts of the IHK Niederrhein before bringing an action.

## § 11 Miscellaneous

(1) This contract and the entire legal relationship between the parties is subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Law (CISG).

(2) Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, 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 such a legally permissible provision that comes closest to the economic purpose of the invalid provision or fills this gap.

Status: as of August 2025



## Annex 1:

Although the clause prohibitions of the catalogue offences of §§ 308, 309 BGB according to § 310 Abs. 1 BGB do not apply to general terms and conditions that are used against entrepreneurs within the meaning of § 14 BGB, it cannot be assumed that the use of clauses such as those mentioned in §§ 308, 309 BGB against entrepreneurs usually withstands the content control of §§ 305 ff. BGB. According to § 307 Abs. 1, 2 Nr. 1 BGB, which also applies to the use of GTC vis-à-vis entrepreneurs, an unreasonable disadvantage of the contractual partner is to be assumed in case of doubt if the clause is incompatible with essential basic ideas of the legal regulation from which a derogation is made. According to case law, this leads to the fact that the catalogues of clause prohibitions in §§ 308, 309 BGB on the interpretation of § 307 BGB also acquire indirect significance in commercial transactions.

The clause prohibitions of § 308 BGB are usually transferable to the sale between entrepreneurs, because the commercial peculiarities are taken into account in their scope of evaluation. On the other hand, such a blanket solution is not possible with the prohibitions of § 309 BGB, but the violation of § 309 is also an indication of the ineffectiveness of the clause in the case of sale between entrepreneurs. Here it is advisable to have a case-by-case examination carried out by a legal expert before using the GTC.

## Amount of interest on arrears

From the beginning of the default, the buyer owes the seller default interest in addition to the purchase price. If a consumer is involved in the purchase contract, whether as a buyer or as a seller, the interest rate is 5% above the base interest rate, which is currently a total of 6.37% (next change of the base interest rate possible on 01.07.2006). In the case of purchase contracts between entrepreneurs, the interest rate is increased by the law of obligations reform to 8% above the base interest rate, which is currently a total of 9.37%.