

General Terms and Conditions of Sale (GTCS)
(Valid from 01.01.2024)

§ 1 Scope of application, form

(1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers ("Buyer"). The GTCS shall only apply if the Buyer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTCS apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (Sections 433, 650 para 1 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

(3) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This consent requirement shall apply in any case, e.g. even if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's general terms and conditions.

(4) Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

(5) Legally relevant declarations and notifications of the Buyer in relation to the contract (e.g. setting of deadlines, notices of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory form requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.

§ 2 Conclusion of contract

(1) Our offers are subject to alteration and non-binding. This shall also apply if we have provided the Buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, printing plates, lithographs, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership rights and copyrights.

(2) The order of the goods by the Buyer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 2 weeks of its receipt by us.

(3) Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Buyer.

§ 3 Delivery period and delay in delivery

(1) The delivery period shall be agreed upon individually or specified by us upon acceptance of the order.

(2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we shall inform the Buyer of this immediately and at the same time inform the Buyer of the expected new delivery deadline. If the service is also not available within the new delivery deadline, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already provided by the Buyer. A case of unavailability of the service in this sense is in particular the failure of our supplier to deliver to us in good time if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault, or we are not obliged to procure in the individual case.

(3) The occurrence of our default in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer is required. If we are in default of delivery, the Buyer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, up to a maximum of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the buyer has not suffered any damage at all or only significantly less damage than the above lump sum.

(4) The Buyer's rights pursuant to § 8 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 4 Delivery, transfer of risk, acceptance, default of acceptance

(1) Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the Buyer's request and expense, the goods will be shipped to another destination (sale by destination, "*Versendungskauf*"). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration as well as the risk of delay of the goods shall pass to the Buyer at the latest upon handover. However, in the case of sale by destination to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the buyer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(3) If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump-sum compensation of EUR 250.00 per calendar day, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have incurred no damages at all or only significantly lower damages than the above lump sum. Separate agreements apply to the costs and return of packaging.

§ 5 Prices and terms of payment

(1) Unless otherwise agreed in individual cases, our current terms of payment and prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory VAT.

(2) Our General Terms and Conditions of Payment and Delivery shall apply with regard to delivery costs. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

(3) The purchase price shall be due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to perform a delivery in whole or in part only against advance payment; we shall declare a corresponding reservation at the latest with the order confirmation. The Buyer shall be in default upon expiry of the agreed payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. Our claim to commercial maturity interest (§ 353 German Commercial Code (HGB)) against merchants remains unaffected.

(4) The Buyer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of

defects in the delivery, the Buyer's counter-rights shall remain unaffected, in particular pursuant to § 7 para. 6 sentence 2 of these GTCS.

(5) If it becomes apparent after conclusion of the contract (e.g. through a request for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions 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 (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

(6) Unless a fixed price agreement has been made, we reserve the right to change our prices insofar as this price change is caused by cost increases or decreases (e.g., but not conclusively, by wage agreements or material price changes) in relation to third parties after the conclusion of the contract, a failure to take these cost increases into account would disturb the balance of the contract and the adjustment is reasonable for the Buyer. We shall inform the Buyer of such a change immediately and provide evidence of the circumstance justifying the price adjustment.

§ 6 Retention of title

(1) Until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship, including all current account balance claims (secured claims), we reserve title to the goods sold.

(2) The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The buyer must inform us immediately in writing if a request is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures).

(3) If the Buyer acts in breach of contract, in particular in the event of 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 goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with (c) below, the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the buyer mentioned in paragraph 2 shall also apply in consideration of the assigned claims.

(c) Beside ourselves, the Buyer shall remain authorized to collect the claim. We undertake not to collect the claim as long as the Buyer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the buyer's authorization to resell and process the goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the buyer's request.

§ 7 Defect claims of the buyer

(1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise specified below. In all cases, the special statutory provisions for final delivery of the goods to a consumer (supplier recourse pursuant to § 478 BGB) shall remain unaffected. Claims arising from supplier recourse are excluded if the defective goods have been further processed by the buyer or another entrepreneur, e.g. by installation in another product.

(2) The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions which are the subject of the individual contract, or which were made public by us (in particular in catalogs or on our internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods.

(3) Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (in particular § 434 para. 3 BGB). However, we assume no liability

for public statements made by the manufacturer or other third parties (e.g. advertising statements).

(4) The Buyer's claims for defects presuppose that he has complied with his statutory duties of inspection and notification of defects (§§ 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 before processing. If a defect is discovered during delivery, inspection or at any later point in time, we must be notified of this immediately in writing. In any case, obvious defects must be reported in writing within 2 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the Buyer 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.

(5) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedy of the defect (subsequent improvement) or by delivery of a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(6) We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a reasonable portion of the purchase price in proportion to the defect.

(7) The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular the buyer shall hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance shall not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.

(8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs (not: removal and installation costs), in accordance with the statutory provisions, if there is actually a defect. Otherwise, we may demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognizable to the Buyer.

(9) In urgent cases, if operational safety is jeopardized or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this purpose. We must be notified immediately, if possible, in advance, of any such self-remedy. The right to self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(10) If the supplementary performance has failed or a reasonable deadline to be set by the buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the case of an insignificant defect.

(11) Claims of the Buyer for damages or reimbursement of futile expenses shall only exist in accordance with § 8, even in the case of defects, and are otherwise excluded.

(12) If goods are to be delivered printed, the Buyer shall be obliged to carefully check the print or execution templates submitted to him, to note any necessary corrections and to confirm the approval for printing within 7 days by signature. In this case, a defect in the print is excluded insofar as the print corresponds to the approved print template.

(13) In the case of custom-made products, production-related unavoidable excess or short deliveries of up to 10% of the order quantity are permissible. The purchase price owed shall be reduced or increased accordingly.

(14) Unavoidable production-related deviations in quantity, weight and dimensions are otherwise permissible within the tolerances customary in the industry. The same applies to tolerances customary in the industry for cutting.

§ 8 Other liability

(1) Unless otherwise stated in these GTCS, 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 - regardless 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 a milder standard of liability in accordance with statutory provisions (e.g. for care in our own affairs),

(a) for damages resulting from injury to life, body or health,

(b) for damages arising from the not insignificant breach of a material contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies on 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 § 8 para. 2 shall also apply to breaches of duty by or in favor of persons whose fault we are responsible for according to statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act (Produkthaftungsgesetz).

(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 unrestricted right of termination of the Buyer (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

(5) Force majeure, in particular, but not limited to, natural disasters, war, terrorism, epidemics, pandemics, labor disputes, riots and official measures shall release us and the Buyer from the performance obligations for the duration of the disruption and to the extent of its effect. We or the Buyer shall be obliged in each case to inform the other party immediately of the occurrence of the force majeure event and the disruption caused thereby and to do everything possible to eliminate the disruption and/or mitigate the effects of the disruption.

§ 9 Statute of limitations

(1) Notwithstanding Section 438 para 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods of the sales law shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages of the Buyer pursuant to § 8 para. 2 sentence 1 and sentence 2 (a) as well as pursuant to the Product Liability Act or from supplier recourse claims within the meaning of § 478 BGB shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 10 Choice of law and place of jurisdiction

(1) These GTCS and the contractual relationship between us and the Buyer 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.

(2) If the buyer 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 our registered office in Wendelstein. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we are also entitled to bring an action at the place of performance of the delivery obligation at the general place of jurisdiction of the buyer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.