

General Terms and Conditions of Sales and Delivery

These Terms and Conditions are an integral part of all offers and contracts for deliveries and services to be performed by us, including those relating to current and future business relationships. In a departure from Sentence 1, the General Terms and Conditions of Assembly apply in place of these Terms and Conditions if the contract concluded with us relates to the execution of assembly, repair or maintenance work. Deviating agreements, in particular contradicting terms and conditions of our customers, as well as ancillary agreements, require our express consent to be effective and become an integral part of the contract.

1. Offer and conclusion of contract

- 1.1 Our offers and cost estimates are subject to change.
- 1.2 Contracts and amendments to contracts are only concluded with us if we have accepted assignments/orders from our customer, if we have agreed additional or change requests with our customer or have performed the deliveries/services ordered by our customer.
- 1.3 All samples and documents (e.g. brochures, technical descriptions, drawings, illustrations, building descriptions, colours, dimensions and weight information) only contain approximate values as customary in the industry. We are entitled to change these samples and documents as well as the delivery and service items – e.g. design or shape changes and colour deviations – if and insofar as these changes are reasonable for our customers. The tolerances permitted on the standard sheets apply in the case of standardised goods.
- 1.4 We reserve our property rights, copyrights and industrial property rights for all of our samples and documents within the meaning of Section 1.3 above. Without our express consent, these samples and documents must not be used by our customers in any way other than to fulfil the contract concluded with us. In particular, they must not be reproduced or made accessible to third parties. Our customers must return them to us immediately upon request. A right of retention/performance refusal by the customer is hereby excluded.

2. Prices and scope of services

- 2.1 Our prices are strictly net from the place of performance (Section 5.1) excluding transport, packaging and other ancillary costs, which we invoice to our customers separately. The prices are set in such a way that, at our discretion, any old/waste material shall either become our property or remain with our customer.
- 2.2 Statutory VAT is not included in our prices. It is listed separately in our invoices at the respective statutory amount.
- 2.3 We are entitled to charge the price for the delivery items/services which corresponds to the price we charge to our other customers at the time of delivery/service provision if there is a period of more than four months between the conclusion of the contract and delivery/service provision.

3. Payments

- 3.1 Our payment claims against our customer become due upon acceptance/purchase of the delivery/service items and after receipt of our invoice by our customer.

- 3.2 If we have agreed payment in instalments with our customer and the customer is in arrears with the payment of an instalment or an amount equal to one instalment or more, our entire payment claim shall become due immediately.
- 3.3 From the due date of the payment onwards, we are entitled to charge interest of 5% p.a., while from default onwards, we are entitled to charge 9 percentage points above the applicable base interest rate, regardless of any further claims and rights.
- 3.4 Deductions, in particular from cash discounts, require an express agreement.
- 3.5 We do not accept cash payments, bills of exchange or checks.

4. Dates and deadlines

- 4.1 Dates and deadlines are only binding for us if they have been expressly agreed in writing with our customer, which is also necessary for reasons of evidence.
- 4.2 The agreed delivery/service periods begin at the earliest on the day of our order confirmation, but in no case before the provision of the documents, permits, releases, etc. to be provided by the customer, the clarification of all technical details and the receipt by us of any payments due. In the event of subsequent amendments to a contract, the delivery/service periods shall be extended in accordance with the additional time involved in amending the contract.
- 4.3 The occurrence of force majeure or other extraordinary circumstances for which we are not responsible, such as industrial disputes, sovereign measures, traffic disruptions or business interruptions, regardless of whether they affect us, our suppliers or the assembly site, shall release us from our obligations towards our customers for the duration of their impact and, if they lead to the impossibility of delivery/performance for us, they shall release us fully from our delivery/performance obligation. Any agreed contractual penalty shall also not be forfeited under these circumstances.
- 4.4 If the delivery time is specified in days, this refers to working days (Monday - Friday).
- 4.5 If we are in default of the timely delivery or a performance period and provided that the customer has suffered verifiable damages, the customer can, without prejudice to the right to withdraw from the contract if the legal requirements are met, and the right to compensation for delay if the contract is not terminated, claim compensation for delay amounting to 0.5% of the contract price for each full week of delay, but no more than 5% of the contract price in total, excluding further claims for damages. This limitation shall not apply if the delay is due to gross negligence (intent or gross negligence) or the breach of other contractual obligations (as defined in Section 9.1).

5. Place of performance, taking delivery, acceptance and transfer of risk

- 5.1 The place of performance for our deliveries/services is our place of business.
- 5.2 Our customer must take delivery or accept the deliveries/services provided in accordance with contract at the place of performance without delay, but at the latest within eight working days after receiving our request. For this purpose, our customer is obliged to ensure that staff are dispatched in a timely manner for taking delivery/acceptance. Taking delivery or acceptance is deemed to have taken place at the latest when the delivered item or the result of the service performed is put into use.
- 5.3 The risk of accidental loss or accidental deterioration for deliveries/services provided by us shall be transferred to the customer upon approval/acceptance by the customer.
In the case of delivery contracts, this risk is transferred to the customer at the latest when the delivery/service leaves our factory. This also applies to partial deliveries/services and also if we have undertaken other services (e.g. transport or transfers). We only insure deliveries/services against transport risks at the express request and at the expense of the customer.
- 5.4 If the transfer of risk to our customer is delayed for reasons for which our customer is responsible, the risk of accidental loss and accidental deterioration of the deliveries/services shall be transferred to the customer at the latest after the deadline agreed in Section 5.2.
- 5.5 We are entitled to store delivery/service items which the customer has not taken delivery of or accepted on time, at the customer's expense against payment at the standard local rate and to insure them against theft, breakage, fire, water and other damage if the customer does not provide us with evidence that such insurance has been arranged, upon request by us within a reasonable period.
- 5.6 Test runs are carried out at the expense of the customer, who also bears the risk of accidental loss/accidental deterioration of the delivery/service item for the duration of the test run.

6. Offsetting and retention

- 6.1 The customer can only offset against undisputed, legally established claims and claims which are ready for decision (proven).
- 6.2 The customer is only entitled to exercise a right of retention if their counter-claim is based on the same contractual relationship.

7. Retention of title

- 7.1 We reserve ownership of the items supplied by us to the customer and/or the items we have installed on behalf of the customer (hereinafter collectively referred to as the "reserved goods") until all payments owed in connection with the business relationship with our customer have been received.
- 7.2 Our customer is entitled to resell, process, mix or combine and subsequently sell the reserved goods within the scope of the extended retention of title, provided that this takes place during the ordinary course of business. Pledging reserved goods or transfer by way of security by our customers is not permitted.
- 7.3 Any processing or alteration of goods subject to retention of title shall be carried out by the customer exclusively on our behalf. If our customer combines or mixes goods subject to retention of title with other items that are not our property, we shall acquire co-ownership of the new item in the ratio of the total value of the new item, plus any expenses for processing/manufacture of the new item, to the invoice value of the reserved goods. The new item resulting from the processing is also considered to be reserved goods within the meaning of these conditions.

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- 7.4 Our customer shall assign to us in advance as security all claims they are entitled to in connection with the resale of goods subject to retention of title, as well as any claims against their insurers, upon conclusion of the contract, of which these conditions form an integral part. We hereby accept this assignment in relation to the date of the contract, of which these conditions form an integral part. If the items are exported, our customer shall, upon conclusion of the contract with these conditions as an integral part, assign to us all claims which they are entitled to in connection with the export against domestic and foreign banks, or shall be entitled to in the future, in particular claims arising from collection orders, letters of credit and letter of credit confirmations as well as securities and guarantees. We already accept this assignment in relation to the date of conclusion of the contract, of which these conditions form an integral part. If the reserved goods are sold by our customer together with other goods that do not belong to us, either without or after processing, the aforementioned claims shall apply proportionately, i.e. at the net amount invoiced by our customer for the reserved goods ceded to us.
- 7.5 Our customer shall remain authorised to collect the claims assigned to us. Our authority to collect the claims ourselves shall remain unaffected. However, we undertake not to collect the claims as long as our customer is not in arrears with us, has not filed for insolvency proceedings or if such proceedings have been rejected due to a lack of funds. If one of the above-mentioned cases has occurred, our customer must provide us with all the information and documents required to collect the claims assigned to us and notify the respective debtors about the assignment.
- 7.6 Our customer must receive the reserved goods in proper condition, store them separately and mark them as our property.
- 7.7 At the request of our customer, we shall reclaim ownership of the reserved goods owed to us and the claims assigned to us as security to the extent that the reserved goods exceed the total value of the claims against the customer owed to us by more than 20%.

8. Defects

- 8.1 The customer must notify us of any defects immediately after their discovery.
- 8.2 The customer shall give us the opportunity to perform subsequent performance within a reasonable period of time and at our discretion, either by eliminating the defect, delivering a defect-free item or producing a new work.
- 8.3 If the subsequent performance ultimately fails, is infeasible for us or our customer or if it is only possible with disproportionate costs, the customer can – irrespective of any claims for damages – withdraw from the contract or reduce the agreed price.
- 8.4 Claims by the customer against us for reimbursement of the expenses required for the purpose of supplementary performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the delivery/service is subsequently delivered to a location other than the customer's address, unless the delivery location corresponds to the intended use of the delivery/service. Should it be necessary to carry out work elsewhere, the customer must notify us in good time (before the work begins), give us the opportunity to inspect the defects and take note of our information on limiting costs.
- 8.5 Statutory recourse claims of the customer against us only exist if the customer has not entered into any agreements with their own customers that go beyond the statutory claims and rights. Section 8.4 (1) above applies accordingly to the scope of the customer's right of recourse against us.
- 8.6 In the event of notices of defects, the customer may only withhold payments to an extent that is proportionate to the defects which have occurred.
- 8.7 The limitation period for material and legal defects is one year and begins upon transfer of risk. This does not apply if and insofar as longer periods apply in accordance with Sections 438 (1) no. 2, 479 (1), 634a (1) no. 2 and 651 of the German Civil Code (BGB), if the defect has been maliciously concealed or if one of the liability cases mentioned in Section 9.1 below exist.
- 8.8 We deliver used items – subject to Section 9 below – with the exclusion of liability for material and legal defects.
- 8.9 Liability for material and legal defects is also excluded – subject to the following Section 9 – if and insofar as the deliveries/services wear out due to natural wear and tear or are handled or used improperly by the customer.
- 8.10 Our obligation to pay compensation is based on Section 9 below.
- 8.11 The above-mentioned provisions shall not result in a reversal of the burden of proof to the detriment of our customers.

9. Liability

- 9.1 Claims for compensation and the reimbursement of expenses (hereinafter collectively referred to as "claims for compensation") asserted against us by our customer, on whatever legal grounds, are hereby excluded, unless they are based on the provisions of the Produkthaftungsgesetz (Product Liability Act), an intentional or grossly negligent breach of contractual or legal obligations by us, damage to health or bodily harm suffered by the customer as a result of a breach of duty for which we are responsible, the assumption of a guarantee for certain characteristics or the breach of essential contractual obligations by us. Essential contractual obligations are those which must be fulfilled to enable the proper fulfilment of the main service obligations incumbent on us and the observance of which the customer can regularly rely.
- 9.2 In the event of a breach of essential contractual obligations by us, the customer's claim for damages against us is limited to the contractually typical, foreseeable damage, apart from in the case of wilful intent or gross negligence or if we are liable for damage to health or bodily harm or for the assumption of a guarantee for certain characteristics. Damage is contractually typical/foreseeable if it can generally be expected to arise specifically on the basis of the breach of the relevant contractual obligation.
- 9.3 A breach of obligations by us is equivalent to a breach by our legal representative or vicarious agent.
- 9.4 Section 8.11 above applies accordingly to our liability.

10. Data protection

The customer consents to the electronic storage of the customer's data and the individual contracts required to process the orders within the scope of the business relationship in accordance with the legal provisions and the processing of this data in accordance with the legal regulations for our operational purposes.

11. Place of jurisdiction, applicable law and translations

- 11.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship between us and our customer is the local/district court responsible for Bremerhaven. However, we remain entitled to choose to bring an action against the customer at the courts responsible for their place of business.
- 11.2 The law of the Federal Republic of Germany is applicable, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 11.3 When translating these General Terms and Conditions into a language other than German, the German version of these General Terms and Conditions is decisive in the event of interpretation doubts and/or incomplete provisions.

12. Partial ineffectiveness

If a contract is concluded with the customer with these General Sales and Delivery Conditions as an integral part and if individual provisions of this contract are or become ineffective, this shall not affect the validity of the remaining provisions. We shall work with the customer to agree on a provision which reflects the purpose of the ineffective provision as closely as possible in a legally effective way.