

Terms and Conditions

1 Scope

1. These Terms apply exclusively between merchants.
2. All deliveries and services of the Seller are subject solely to the following Terms and Conditions. The Seller does not recognise any general terms and conditions of the Buyer unless the Seller has expressly agreed to their validity in writing. This also applies if the Seller performs services unconditionally while being aware of conflicting or deviating terms and conditions of the Buyer.

2 Place of Performance, Delivery, and Acceptance

1. The place of performance for all obligations under the delivery contract is the location of the Seller's business establishment.
2. Delivery shall be made from the Seller's domestic warehouse. The Buyer shall bear the shipping costs and may select the carrier. Goods shall be shipped uninsured. A delivery notice may be agreed. Separate contractual or project-specific terms may apply.
3. Packaging costs for special packaging shall be borne by the Buyer.
4. Sorted and sales-appropriate partial deliveries in combinations are permitted and shall be made without undue delay.
5. If acceptance does not occur on time due to the Buyer's fault, the Seller may, at its option, after a grace period of 14 calendar days, either invoice the goods immediately (backorder invoice), withdraw from the contract, or claim damages.

3 Place of Jurisdiction

The place of jurisdiction for all disputes arising from the business relationship between the Seller and the Buyer shall, at the Seller's option, be either Passau or the Buyer's registered office. For any claims brought against the Seller, Passau shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive jurisdiction shall remain unaffected.

4 Contract Content

1. Goods shall be delivered on specified dates (working day or specific calendar week). All sales are concluded only for defined quantities, items, qualities, and fixed prices. Both parties are bound by these terms. Commission transactions shall not be carried out.
2. Blanket orders are permitted and must be time-limited upon conclusion of the contract. The acceptance period may not exceed 12 months.

5 Interruption of Delivery

1. In the event of force majeure, industrial action for which neither party is responsible, or other operational disruptions beyond a party's reasonable control that have lasted longer than one week or are expected to last longer than one week, the delivery or acceptance period shall automatically be extended by the duration of the hindrance, but not exceeding three months. The extension shall apply only if the other party is notified without delay of the reason for the hindrance as soon as it becomes apparent that the delivery or acceptance period cannot be met.
2. If delivery or acceptance in the cases referred to in Clause 5(1) does not occur within the extended period, the other party may withdraw from the contract after a grace period of 14 calendar days.
3. Claims for damages in the cases referred to in Clause 5(1) shall be excluded if the respective party has fulfilled its obligations under Clause 5(1).

6 Subsequent Delivery Period

1. Upon expiry of the delivery period, a subsequent delivery period of 14 calendar days shall commence automatically without the need for separate notice. After expiry of this period, the Buyer may withdraw from the contract by written declaration. If the Buyer intends to claim damages instead of performance, the Buyer must set a written period of four weeks for the Seller after expiry of the agreed delivery period. The statutory provisions on the dispensability of setting a period (Section 281(2) and Section 323(2) of the German Civil Code (BGB)) remain unaffected.
2. Before expiry of the subsequent delivery period, claims of the Buyer for late delivery are excluded, unless Section 8(2) and Section 8(3) apply.

7 Notice of Defects

1. Complaints regarding obvious defects must be notified to the Seller within 14 calendar days of receipt of the goods. Hidden defects must be reported without undue delay upon discovery.
2. After cutting or otherwise beginning processing of the delivered goods, any complaint regarding obvious defects is excluded.
3. Minor deviations that are technically unavoidable in quality, colour, width, weight, equipment, or design do not constitute defects. This also applies to customary commercial variations, unless the Seller has expressly confirmed in writing that the delivery will conform exactly to the approved sample.
4. In the event of justified complaints, the Buyer shall be entitled, at the Seller's option, to subsequent performance or delivery of defect-free replacement goods within 14 calendar days after return of the goods. In such cases, the Seller shall bear the freight costs. If subsequent performance has failed, the Buyer shall only be entitled to reduce the purchase price or withdraw from the contract, unless Clause 8(2) and Clause 8(3) apply.

5. If the complaint is not made within the applicable period, the goods shall be deemed approved.

8 Damages

1. Claims for damages of the Buyer are excluded unless otherwise provided in these Terms and Conditions.
2. The exclusion in Section 1 does not apply in cases of liability under the Product Liability Act, in the event of intent, gross negligence on the part of the Seller's owners, legal representatives or management, fraudulent intent, non-compliance with an assumed guarantee, culpable injury to life, body or health, or culpable breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment characterises the contract and on which the Buyer may rely. However, claims for damages arising from the breach of essential contractual obligations are limited to the typical and foreseeable damage, unless one of the cases referred to in Section 1 applies.
3. The foregoing provisions do not alter the burden of proof to the detriment of the Buyer.

9 Payment

1. The prices apply to the services and deliveries specified in the order confirmations. Additional or special services shall be charged separately. Prices are quoted in EUR ex works or ex warehouse, plus packaging, statutory VAT, and, in the case of export deliveries, customs duties as well as fees and other public charges.
2. If the agreed prices are based on the Seller's list prices and delivery occurs more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (less any agreed percentage or fixed discount).

3. Invoice amounts are payable within fourteen days without deduction unless otherwise agreed in writing. The date of payment is determined by receipt of payment by the Seller. Payment by cheque is excluded unless individually agreed. If the Buyer fails to pay when due, outstanding amounts shall bear interest at 5% p.a. from the due date. The right to claim higher interest or further damages in the event of default remains unaffected.
4. The Customer may offset counterclaims or withhold payments based on such claims only if the counterclaims are undisputed, have been legally established, or arise from the same order under which the respective delivery was made.
5. The Seller is entitled to carry out or render outstanding deliveries or services only against advance payment or the provision of security if, after conclusion of the contract, circumstances become known that are likely to significantly reduce the Customer's creditworthiness and that jeopardise the payment of the Seller's outstanding claims arising from the respective contractual relationship (including other individual orders covered by the same framework agreement).

10 Set-off and Retention

Set-off and retention of due invoice amounts are permitted only in respect of claims that are undisputed or have been finally adjudicated, unless such claims relate to damages that are closely connected to the Buyer's right to defect-free performance of the contract.

11 Retention of Title

1. The goods shall remain the property of the Seller until full payment of all claims arising from deliveries of goods within the entire business relationship, including ancillary claims and claims for damages. Retention of title shall also remain in effect if individual claims are included in a running account and the balance is drawn and acknowledged.

2. If the Buyer combines, mixes or processes the goods subject to retention of title into a new movable item, this is carried out on behalf of the Seller, without creating any obligation for the Seller. Through such combination, mixing or processing, the Buyer does not acquire ownership of the new item pursuant to Sections 947 et seq. of the German Civil Code (BGB). If the combination, mixing or processing involves items not belonging to the Seller, the Seller acquires co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the total value of the new item.
3. In case a central settlement entity is involved in the business transactions between the Seller and the Buyer and in case this entity takes over the del credere risk, the Seller transfers ownership of the goods to this entity upon dispatch, subject to the condition precedent that the purchase price is paid by the entity. The Buyer is released from its payment obligation only once payment has been made by the entity.
4. The Buyer may resell or process only under the following conditions:
 - a) The Buyer may resell or process the goods subject to retention of title only in the ordinary course of business and only provided that its financial situation has not materially deteriorated after conclusion of the contract.
 - b) The Buyer hereby assigns to the Seller all claims arising from the resale of the goods subject to retention of title, including any ancillary rights and any balance claims. The Seller accepts this assignment.
 - c) If the goods have been combined, mixed or processed and the Seller has thereby acquired co-ownership in proportion to the invoice value, the Seller shall be entitled to the corresponding portion of the purchase price claim reflecting the value of its rights in the goods.
 - d) If the Buyer has sold the claim under a genuine factoring arrangement, the Buyer shall assign to the Seller the claim against the factor replacing such claim and shall pass on to the Seller a proportion of the proceeds of sale corresponding to the value of the Seller's rights in the goods. The Buyer shall disclose the assignment to the factor if the Buyer is more than 10 days overdue in the payment of any invoice or if the Buyer's financial

circumstances have materially deteriorated. The Seller hereby accepts such assignment.

- e) The Buyer is authorised to collect the assigned claims if it fulfils its payment obligations. This collection authorisation expires in the event of the Buyer's default in payment or in the event of a material deterioration of the Buyer's financial situation. In such case, the Seller is hereby authorised by the Buyer to notify the debtors of the assignment and to collect the claims itself. For the enforcement of the assigned claims, the Buyer must provide all necessary information and allow verification of such information. Upon request, the Buyer shall provide the Seller with a detailed list of the claims to which it is entitled, including the names and addresses of the debtors, the amounts of the individual claims, invoice dates, and related details.
- 5. If the value of the security exceeds the Seller's claims by more than 10%, the Seller shall release securities of its choice upon the Buyer's request.
- 6. Pledging or transfer by way of security of the reserved goods or assigned claims is prohibited. The Seller must be notified immediately of any attachments, including the identity of the attaching creditor.
- 7. If the seller takes back the goods in exercise of its right of retention of title, this does not automatically constitute a withdrawal from the contract. The seller may satisfy its claims from the goods taken back by selling them on the open market.
- 8. The Buyer shall store the goods subject to retention of title on behalf of the Seller free of charge. The Buyer must insure them against the usual risks, such as fire, theft and water damage, to the customary extent. The Buyer hereby assigns to the Seller, up to the invoice value of the goods, any claims for compensation to which the Buyer is entitled against insurance companies or other parties liable for compensation arising from such damage. The Seller accepts this assignment.
- 9. All claims and rights arising from the retention of title, including all special forms provided for in these Terms and Conditions, shall remain effective until the Seller has been fully released from any contingent liabilities (cheques, bills

of exchange) entered in the Buyer's interest. In the circumstances described in Clause 11(1), the Buyer is generally permitted to arrange factoring for its outstanding receivables. However, the Buyer must inform the Seller of such factoring arrangements before the Seller enters any contingent liabilities.

12 Applicable Law

This Agreement shall be governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.