

General Terms and Conditions of Sale and Delivery

I. Applicable Terms & Scope

These terms and conditions exclusively govern all offers, orders, deliveries, and services between the seller and companies, as well as public legal entities and special public assets, unless explicitly agreed otherwise in individual cases. Opposing terms and conditions of the purchaser do not apply, even if the seller does not expressly object to them in individual cases. By placing an order or accepting the delivery, the purchaser acknowledges these terms. They also apply to all future transactions with the purchaser, even if they are not expressly agreed upon again.

II. Offer and Conclusion of Contract

1. All offers made by the Seller are non-binding and subject to change, unless explicitly marked as binding. The Seller may accept orders or assignments within 14 days of receipt.
2. The order becomes binding for the Seller upon their written confirmation or the commencement of order execution.
3. The written contract concluded, including these General Terms and Conditions of Sale and Delivery, exclusively governs the legal relationship between the Seller and the Buyer. This contract fully reflects all agreements between the contracting parties concerning the subject matter. Verbal commitments made by the Seller before the conclusion of this contract are legally non-binding, and verbal agreements between the parties are replaced by the written contract unless explicitly stated otherwise.
4. Additions or modifications to the agreements made, or other ancillary agreements, including these General Terms and Conditions of Sale and Delivery, must be made in writing to be effective. The agreed-upon written form is deemed fulfilled by transmission via fax or email, provided such declarations are confirmed in the same text form by the respective other contracting party.
5. Information provided by the Seller regarding the object of delivery or performance (e.g., weights, dimensions, usability, load capacity, tolerances, technical or other performance data) as well as corresponding depictions (e.g., drawings, illustrations) are only approximate, unless expressly designated as binding by the Seller in writing and/or unless the contractually intended purpose requires precise conformity with the specified data. Such details are not guaranteed quality features but descriptions or identifications of the delivery or performance.
6. The Seller retains ownership and/or copyright of all offers and cost estimates they provide, as well as any drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids made available to the Buyer. The Buyer may not make these items accessible to third parties in their original or copied form, disclose them, use them themselves, or allow third parties to use or reproduce them without the Seller's explicit consent. Upon the Seller's request, the Buyer must return these items in full and destroy any copies made if they are no longer needed in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The same applies to corresponding documents provided by the Buyer to the Seller for contract execution. However, the Seller may make such documents accessible to third parties to whom deliveries have been lawfully subcontracted.
7. If the Buyer declares withdrawal from the contract before the ordered goods are delivered, the Seller is entitled to claim compensation for all costs incurred up to the time of withdrawal. These costs include, among others, project planning costs, processing costs for recording and handling the order, costs for already processed goods, etc.

III. Prices, Price Change Reservation, Payment Terms and Consequences of Non-Compliance, Set-Off, and Retention

1. The prices apply to the scope of performance and delivery specified in the seller's order confirmations. Additional or special services will be charged separately.
2. Unless expressly agreed otherwise, prices are quoted in euros, ex works, and are exclusive of packaging, freight, customs, postage, and the applicable statutory value-added tax.
3. If a statutory change regarding value-added tax comes into effect between the conclusion of the delivery contract and its execution, the seller is entitled to charge the adjusted value-added tax, including for permissible partial deliveries.
4. For all orders – including orders for on-demand deliveries and successive delivery contracts – where delivery occurs contractually or at the request of the customer more than four months after order placement, the seller is entitled

to pass on increases in material and labor costs to the customer to offset such price increases that occur between the conclusion of the contract and the delivery.

5. The seller is not bound to adhere to previous prices for independent follow-up orders. Any price reductions do not apply retroactively but exclusively from the time the corresponding reduction is announced.
6. Unless otherwise agreed, invoice amounts are to be paid no later than 30 days after they become due and after receipt of the service, without deductions and free of postage or fees. After this period, default interest of 8 percentage points above the applicable base interest rate per annum will be charged. The right to claim higher damages caused by default remains reserved.
7. Payments made via bills of exchange and checks are considered completed only upon their redemption. Discount charges and fees are borne by the buyer. The seller accepts bills of exchange and checks only as conditional payment; bills of exchange require a separate agreement.
8. The offsetting of claims by the buyer or the withholding of payments due to such claims is permissible only if the counterclaims are undisputed and legally established.
9. The seller is entitled to carry out or provide outstanding deliveries or services only against advance payment or the provision of security if the buyer does not comply with the payment terms or if, after the contract has been concluded, circumstances become known to the seller that significantly reduce the buyer's creditworthiness and thereby jeopardize the payment of the seller's outstanding claims by the buyer under the respective contractual relationship (including other individual orders to which the same framework contract applies). In such cases, the seller is also entitled, after granting a reasonable grace period, to withdraw from the contract or to claim damages.
10. The seller is entitled to assign their claims against the buyer arising from deliveries or services to third parties for financing purposes.

IV. Delivery, Delivery Time, Liability

1. Unless otherwise agreed, all deliveries are made ex works (D – 57399 Kirchhundem – Würdinghausen).
2. Any deadlines and dates for deliveries and services indicated by the seller are approximate unless explicitly agreed otherwise. The delivery time begins once all execution details are clarified, both parties have agreed on all terms of the transaction, and the buyer has made any agreed advance payments. The delivery deadline is considered met if the delivery item has left the seller's premises or if the buyer has been notified of readiness for shipment by the deadline. The seller is no longer bound to the originally agreed delivery deadlines in the event of subsequent changes to the order.
3. Without prejudice to the seller's rights arising from any default by the buyer, the seller may require an extension of delivery and service deadlines or a postponement of delivery and service dates by the period during which the buyer fails to fulfill their contractual obligations toward the seller.
4. The seller is not liable for the impossibility of delivery or for delivery delays caused by force majeure or other events unforeseeable at the time of contract conclusion and beyond the seller's control (e.g., operational disruptions of any kind, difficulties in material or energy procurement, transport delays, strikes, labor shortages, difficulties in obtaining necessary official permits, governmental actions, or the failure of suppliers to deliver correctly or on time). If such events make delivery or performance significantly more difficult or impossible for the seller and the hindrance is not merely temporary, the seller is entitled to withdraw from the contract in whole or in part. This withdrawal requires the seller to inform the buyer immediately of the unavailability or other circumstances and to promptly reimburse any payments already made by the buyer that relate to the undelivered goods or services. In the case of temporary hindrances, the delivery and performance deadlines are extended, or the delivery and performance dates are postponed, by the duration of the hindrance plus a reasonable start-up period. If the delay makes it unreasonable for the buyer to accept the delivery or service, they may withdraw from the contract by providing immediate written notice to the seller. The buyer is also entitled to withdraw if deliveries are not made on time due to reasons attributable to the seller and within a grace period set by the buyer.
5. If the buyer is in default of acceptance or culpably violates other cooperation obligations, the seller is entitled to claim damages, including additional expenses, incurred as a result. Further claims remain unaffected. If these conditions are met, the risk of accidental loss or deterioration of the purchased item passes to the buyer at the point they enter into default of acceptance or debtor's default.
6. Claims for damages are subject to the provisions outlined in Clause VII.
7. The seller is entitled to make partial deliveries if the partial deliveries are usable for the buyer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured, and the buyer does not incur significant additional costs or effort, unless the seller agrees to cover these costs. Over- or under-deliveries of up to 10% are permissible.

8. Framework and call-off contracts must be fulfilled within 12 months. If the buyer fails to comply, the seller has the right to either cancel the order, claim damages for non-performance, or dispatch and invoice the remaining goods.

V. Place of Performance, Shipping, Packaging, Transfer of Risk

1. The place of performance for all obligations arising from the contractual relationship is the seller's facility in 57399 Kirchhundem – Würdinghausen, unless otherwise agreed between the contracting parties.
2. Unless otherwise agreed, packaging is at the seller's reasonable discretion.
3. If the goods are shipped to the buyer at their request, the risk of accidental loss or accidental deterioration of the goods passes to the buyer upon dispatch, at the latest upon leaving the seller's facility. This applies regardless of whether the shipment originates from the place of performance or who bears the freight costs. If the shipment or handover is delayed due to circumstances beyond the seller's control, the risk transfers to the buyer from the day the goods are ready for shipment and the seller has notified the buyer of this readiness.
4. The shipment will be insured by the seller against theft, breakage, transport, fire, water damage, or other insurable risks only at the express request of the buyer and at their expense.

VI. Defects, Complaints, Warranty / Liability

1. The quality of the goods is determined by the agreed technical delivery specifications. If the seller is required to deliver according to the buyer's drawings, specifications, samples, etc., the buyer assumes the risk of suitability for the intended purpose. The condition of the goods in accordance with the contract is determined by the time the risk passes.
2. In its deliveries, the seller complies with the applicable legal regulations of the European Union and the Federal Republic of Germany.
3. The seller is not liable for defects caused by improper or unsuitable use, faulty assembly or commissioning by the buyer or third parties, normal wear and tear, or negligent or careless handling, nor for the consequences of improper changes, modifications, or repairs made by the buyer or third parties without the seller's consent.
4. Without prejudice to the inspection and notification obligation under § 377 HGB for a mutual commercial transaction, the buyer must inspect the delivered goods immediately after delivery – especially for visible defects – and notify the seller of any defects – including incomplete or incorrect deliveries – immediately, and for defects that only become apparent later, within 3 working days after the buyer becomes aware of them; otherwise, the goods are considered approved, and the buyer cannot assert any rights against the seller in this regard.
5. If acceptance of the goods or an initial sample inspection was agreed, complaints about defects are excluded if the buyer could have detected them during a careful acceptance or initial sample inspection.
6. The seller must be given the opportunity to determine the reported defect. If requested by the seller, the disputed goods must be returned immediately. The seller will cover the shipping costs if the complaint is justified. If the buyer fails to comply with this obligation or makes changes to the disputed goods without the seller's consent, they risk losing their right to claim defects.
7. In the case of a justified complaint, the seller is, at their choice, initially obligated and entitled to either repair or replace the goods within a reasonable period. If this fails, i.e., if repair or replacement is impossible, unreasonable, refused, or unduly delayed, the buyer may withdraw from the contract or demand a reasonable reduction in the purchase price.
8. In the case of defects in parts from other manufacturers that the seller cannot repair for licensing or practical reasons, the seller will, at their discretion, either assert warranty claims against the manufacturer or supplier on behalf of the buyer or assign these claims to the buyer. Warranty claims against the seller for such defects exist only under the other conditions and provisions of these general terms and conditions if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers has been unsuccessful or, for example, is hopeless due to insolvency. During the duration of legal proceedings, the statute of limitations for the buyer's warranty claims against the seller is suspended.
9. Warranty is void if the buyer, without the seller's consent, changes the delivered goods or allows them to be changed by third parties, and the removal of defects becomes impossible or unreasonably difficult as a result. In any case, the buyer must bear the additional costs of defect removal caused by the change.
10. No warranty rights exist in the event of only minor deviations from the agreed quality, only minor impairment of usability, normal wear and tear, or damage caused after the transfer of risk due to faulty or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable foundations, or external

influences that were not assumed under the contract. If the buyer or third parties make improper changes, no warranty rights exist for these and any resulting consequences.

11. Justified defects in only a part of the delivery do not entitle the buyer to reject the entire delivery.

VII. Other Liability

1. The seller's liability for damages, regardless of the legal grounds, particularly in cases of impossibility, delay, defective or incorrect delivery, breach of contract, violation of duties during contract negotiations, and tort, is, insofar as fault is relevant, limited to damages resulting from grossly negligent breaches of duty by the seller or from willful or grossly negligent breaches of duty by his legal representatives or vicarious agents.
2. The seller is not liable for simple negligence, unless it involves the violation of essential contractual obligations (primary duties of the contract / cardinal duties). Essential contractual obligations are those whose fulfillment makes the proper performance of the contract possible in the first place, and on whose adherence the buyer is generally entitled to rely.
3. To the extent that the seller is liable for damages under Section 2, this liability is limited to damages that the seller foresaw or should have foreseen at the time of contract conclusion as a possible consequence of the breach of contract. Indirect damages or consequential damages resulting from defects in the delivered goods are also only compensable to the extent that such damages are typically to be expected from the intended use of the delivered goods.
4. In the case of liability for simple negligence, the seller's liability for property damage and resulting further financial losses is limited to damages that are typically insurable through liability insurance/product liability insurance that the seller would reasonably take out under usual conditions, even in cases of a breach of essential contractual obligations.
5. The foregoing exclusions and limitations of liability apply to the same extent in favor of the seller's organs, legal representatives, employees, and other vicarious agents.
6. If the seller provides technical advice or consulting services that are not part of the contractual scope of performance owed by him, such services are provided free of charge and exclude any liability, unless otherwise agreed in individual cases.
7. The above exclusions and limitations of liability do not apply to the seller's liability for intentional or fraudulent conduct, for guaranteed characteristics, for injury to life, body, or health, or under the German Product Liability Act (ProdHaftG).

VIII. Statute of Limitations, Deadlines

1. Claims under Section VI. become time-barred one year after the delivery of the goods to the buyer.
2. The following claims are excluded from this limitation period and are subject to the statutory limitation period:
 - a. In cases of intentional, fraudulent, or grossly negligent breach of duty by the seller, his legal representatives, or vicarious agents;
 - b. In the case of damages resulting from injury to life, body, or health caused by the seller's negligent breach of duty or by an intentional or negligent breach of duty by his legal representatives or vicarious agents;
 - c. In the case of claims arising from a guarantee for the quality of the goods;
 - d. If the seller is obliged to reimburse the buyer for the costs incurred by the buyer with a subcontractor in the supply chain due to the sale of a new item for the purpose of supplementary performance (§ 478 (2) of the German Civil Code);
 - e. If the delivered goods were used in the construction of a building and caused defects in the building, provided that Part B of the Construction Contract Procedures was not applicable to the contractual relationship in its entirety.
3. In all cases, the limitation period begins according to the statutory provisions. The statutory regulations on suspension, interruption, and new commencement of the limitation periods remain unaffected. In the case of claims for damages under the German Product Liability Act (ProdHaftG), the statutory limitation provisions apply, as well as in cases of intentional or grossly negligent breaches of duty.
4. In cases where the seller is liable under Section VII. for damages that are typically insurable through a liability insurance policy that the seller would reasonably take out under normal conditions, the limitation period is also one year.

IX. Intellectual Property Rights

1. The seller ensures, in accordance with this clause IX., that the delivery item is free from third-party industrial property rights or copyrights in the country (state) of the agreed delivery location. In the absence of any express written agreement to the contrary, the delivery location shall be exclusively Kirchhundem / Germany. Each party shall immediately notify the other in writing if claims are made against it for the infringement of such rights. The provision in the first sentence does not constitute a warranty, but is merely an agreement on the condition of the goods within the meaning of the statutory warranty regulations.
2. In the event that the delivered item infringes a third party's industrial property rights or copyrights, the seller shall, at their discretion and at their own expense, modify or replace the delivered item in such a way that third-party rights are no longer infringed, while ensuring that the delivered item continues to fulfill the contractually agreed functions, or procure the right of use for the client by concluding a license agreement. If the seller fails to do so within a reasonable period, the client shall be entitled to withdraw from the contract or appropriately reduce the purchase price. Any claims for damages by the client against the seller shall be subject to the limitations set out in Section VII of these General Terms and Conditions of Delivery.
3. In the case of infringements of rights caused by products supplied by the seller but manufactured by other manufacturers, the seller shall, at their discretion, assert their claims against the manufacturers and upstream suppliers on behalf of the client or assign these claims to the client. Claims against the seller in such cases shall only exist in accordance with this clause if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers has been unsuccessful or is, for example, futile due to insolvency.
4. If deliveries are made based on drawings or other specifications provided by the client and these result in the infringement of third-party property rights, the client shall be responsible for ensuring their accuracy and that no third-party property rights are violated. The client shall indemnify the seller against all claims by the owner of such property rights, except in the case of claims for damages, where the client must prove that they are not responsible for the defectiveness of their specifications or the infringement of property rights. If, in such a case, the seller is prohibited by a third party from manufacturing or delivering the goods based on an asserted property right, the seller shall be entitled, after setting a reasonable deadline for the client to resolve the prohibition, to cease the work and withdraw from the contract. This shall not affect the seller's right to assert a corresponding claim for damages against the client based on statutory provisions.

X. Retention of Title

1. The seller retains ownership of the delivered item (goods subject to retention of title) until all claims against the client arising from the business relationship, including future claims, even from simultaneous or subsequent contracts, have been settled. In the case of an ongoing account, the retained ownership and all associated rights serve as security for the entire balance claim, including interest and costs. The client must immediately notify the seller of any attachments or other interventions by third parties.
2. The client is entitled to process or resell the delivered item in the ordinary course of business. This authorization ceases if the client defaults on payment, discontinues payments, or if insolvency proceedings are filed against their assets (security/utilization case). The client is obligated to resell the goods subject to retention of title only under retention of title and to ensure that the claims arising from the resale are assigned to the seller as per clauses 5 and 6. Using the goods subject to retention of title to fulfill contracts for work and services or contracts for work and materials also qualifies as resale. The client is not authorized to make other dispositions of the goods subject to retention of title, particularly pledging or assigning them as security. Assigning the claims arising from the resale of goods subject to retention of title is prohibited unless it is done through genuine factoring, is disclosed to the seller, and the factoring proceeds exceed the value of the secured claims. Upon crediting the factoring proceeds, the seller's claim becomes immediately due.
3. Through the processing of goods subject to retention of title, the client does not acquire ownership of the new item in accordance with § 950 of the German Civil Code (BGB). The processing or transformation is carried out on behalf of the seller without obligating them. The processed and/or transformed goods are considered goods subject to retention of title.
4. In the event of processing, combining, or mixing goods subject to retention of title with other goods, 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 invoice value of the other goods used. If the seller's ownership ceases due to the combination, mixing, or processing, the client hereby transfers to the seller their ownership or expectant rights to the new inventory or item in proportion to the invoice value of the goods subject to retention of title, and in the case of processing, in proportion

- to the invoice value of the goods subject to retention of title to the invoice value of the other goods used, and stores them for the seller free of charge. The seller's co-ownership rights are considered goods subject to retention of title.
5. The client's claims from the resale of goods subject to retention of title are hereby assigned to the seller. They serve as security to the same extent as the goods subject to retention of title.
 6. If the goods subject to retention of title are resold by the client along with other goods, the claim from the resale is assigned to the seller in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other goods. In the case of resale of goods in which the seller has co-ownership under clause 4, a part of the claim corresponding to the seller's co-ownership share is assigned to the seller. Claims arising in lieu of or related to goods subject to retention of title, such as insurance claims or claims arising from tortious acts, are also assigned. The client is revocably authorized to collect the claims assigned to the seller in their own name. In the event of a security/utilization case, the seller may revoke this collection authorization.
 7. The client authorizes the seller, as soon as they default on payment or their financial situation deteriorates, to notify the buyers of the assignment and collect the claims themselves. The seller may require verification of the assigned claims from the client's accounts by their representative. The client must provide the seller with a list of the remaining goods subject to retention of title and all necessary information for asserting the assigned claims, including a list of the client's claims from the resale of goods subject to retention of title, with the names and addresses of the buyers.
 8. If the value of the existing securities exceeds the secured claims by more than 10%, the seller is obligated, at the client's request, to release securities of their choice, taking into account the client's interests. For simple and extended retention of title, the value of the securities is considered to be the invoice value at which the client purchased the goods from the seller, and for extended retention of title, the invoice value at which the client resells the goods, less a valuation discount of one-third of the purchase price or nominal value of the assigned claims.
 9. In the case of bills of exchange, checks, etc., payment is only considered made once they have been securely honored by the buyer. The seller accepts checks only as conditional payment. Payments made via checks or other payment instruments are only considered final when recourse against the seller is excluded. Notwithstanding further security rights of the seller, the securities provided by the seller remain valid until this time.
 10. Based on the retention of title, the seller may demand the return of the delivered item if they have withdrawn from the contract. They are entitled to withdraw without consideration of the further requirements of § 323 BGB, particularly without setting a deadline, from the point at which the client is in default of payment, either wholly or partially. The same applies if the client discontinues payments or if insolvency proceedings are filed against their assets. All costs arising from repossession of the delivered item are borne by the client. The seller is entitled to realize the repossessed delivered item by private sale.

XI. Permission for Data Processing

1. The seller is entitled to process all data concerning the client received in connection with the business relationship, in accordance with the applicable legal provisions.

XII. Miscellaneous

1. The entire legal relationship between the parties, including all deliveries and services, is governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction for any disputes arising from the business relationship between the seller and the client is, at the seller's discretion, Kirchhundem or the client's registered office. For claims against the seller, the exclusive place of jurisdiction is 57399 Kirchhundem. Mandatory legal provisions regarding exclusive places of jurisdiction remain unaffected by this regulation.
3. Should any individual provisions of these terms be or become invalid, or should these terms contain a gap, the remaining provisions shall remain unaffected. The parties agree to replace the invalid provision with a legally permissible provision that most closely reflects the economic purpose of the invalid provision or fills the gap.