

## General Terms and Conditions - GTC

Stand 11/2023

### 1. Offer and conclusion

**1.1** Our deliveries and services are provided exclusively on the basis of these terms and conditions. The customer's terms and conditions of business or purchase shall only be effective if we accept them in writing. Our terms and conditions shall be deemed to have been accepted at the latest upon receipt of our order confirmation, delivery or service.

**1.2** Our offers are subject to change unless expressly agreed otherwise. All agreements shall only become legally effective upon our written confirmation.

### 2. Prices

**2.1** Our deliveries are invoiced at the agreed prices ex works, excluding packaging. From € 700,- net we deliver throughout Germany (excluding islands) carriage and packaging paid, unless otherwise offered.

**2.2** If freight charges, duties or fees are introduced or increased after conclusion of the contract, we shall be entitled to change the price accordingly, even in the case of carriage paid delivery.

**2.3** For orders with a net goods value of less than EUR 100.00, a minimum quantity surcharge of EUR 20.00 plus VAT will be charged.

### 3. Delivery time

**3.1** Delivery dates and delivery periods are only approximate unless we have expressly designated them as binding in writing.

**3.2** Delivery periods begin with the receipt of our order confirmation. Deviations of up to 10% from the ordered quantity are permissible for the production of unusual types.

**3.3** In the event of a delay in delivery and if a deadline has been agreed, the client must set a reasonable grace period in writing. After expiry of this period, he shall have the right to withdraw from the contract. Further claims, in particular claims for damages due to delay or non-fulfillment, are excluded.

**3.4** In the event of justified complaints made in writing within 8 days at the latest, we shall supply a replacement free of charge, but expressly reject any other claims of any kind. Should the goods delivered by us give rise to a complaint, reworking at our expense is not possible without our consent.

**3.5** Orders ordered on call, which are not precisely fixed in terms of time, must be completed no later than 6 months after the order is placed. At this point in time at the latest, but not before invoicing, our purchase price claim shall also become due.

**3.6** Events of force majeure shall entitle us, even if they occur at our suppliers or their subcontractors, to postpone the delivery or service for the duration of the hindrance and a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled. Force majeure shall include strikes, lockouts, mobilization, war, blockades, export and import bans, traffic disruptions, operational disruptions, conflagration and other accidents or circumstances which cannot be influenced by us and which make delivery unreasonably difficult or impossible for us. The customer may demand a declaration from us as to whether we will withdraw from the order or deliver within a reasonable period of time. Claims for damages are also excluded in these aforementioned cases.

### 4. Shipping

**4.1** The place of performance for both parties shall be Sindringen. Other terms and conditions, even if such are stipulated on the order forms, shall only be deemed accepted by us if we expressly confirm this.

**4.2** All goods are always at the risk of the recipient, even if delivered carriage paid.

**4.3** Unless otherwise agreed, the shipping route and means of transportation shall be at our discretion. The customer may not reject partial deliveries.

**4.4** We are not liable for damage caused by vehicles transporting the goods on our behalf.

### 5. Returns

**5.1** If the buyer returns goods delivered by us without our express consent, we are not obliged to issue a credit note.

**5.2** If the buyer returns properly delivered goods with our consent, a processing fee of 20%, but at least an amount of € 30,- will be deducted from the credit note. In addition, the buyer shall bear the risk and costs of the return shipment.

### 6. Warranty

**6.1** The buyer must notify us in writing of any defects and complaints regarding the delivery of goods that do not comply with the contract within 14 days of receipt of the goods at their destination. Defects and complaints due to delivery of goods not in conformity with the contract which cannot be discovered within this period even after careful inspection must be notified or asserted immediately after discovery, with immediate cessation of any processing, but no later than 3 months after receipt of the goods.

**6.2** If the buyer does not immediately provide us with suitable samples for inspection of the rejected material upon request, all warranty claims shall lapse. Warranty claims shall expire at the latest one month after written rejection of the complaint by us.

**6.3** We shall take back defective goods or goods not delivered in accordance with the contract and replace them free of charge with goods in perfect condition, insofar as the delivered goods cannot be used by the buyer. In the case of defective goods, we can replace the reduced value instead. Further warranty claims are, as far as permissible, excluded in any case.

### 7. Terms of payment

**7.1** Unless otherwise agreed, our invoices are payable within 10 days with a 2% discount, within 30 days net without any deductions.

**7.2** The goods shall remain our property even after further processing until full payment has been made. The buyer assigns the claim arising from the resale to us upon receipt, so that the proceeds are due to us and must be handed over to us immediately upon receipt.

**7.3** If the buyer is in default, all amounts due to us shall be due immediately, even if they have been paid in bills of exchange. In addition, we may immediately withdraw from all delivery obligations.

**7.4** We must be notified immediately of any seizure of the goods or other restrictions on our ownership of the goods and claims.

**7.5** We are entitled to the usual type and scope of security for our claims, even if they are conditional or limited in time.

**7.6** The client shall not be entitled to a right of retention. The offsetting of counterclaims is only permissible insofar as these are recognized by us as existing and due or have been legally established.

**7.7** In the event of late payment, the client shall pay interest from the due date at a rate of 3% above the respective discount rate of the Deutsche Bundesbank plus statutory VAT.

**7.8** In the event of changes in the monetary currency, both parties have the right to withdraw from purchase contracts.

### 8. Place of performance, place of jurisdiction and applicable law

**8.1** The place of performance for both parties is Sindringen.

**8.2** The place of jurisdiction shall in any case be Öhringen, also for actions on bills of exchange and checks.

**8.3** The contractual relationship shall be governed exclusively by German law.

### 9. Disclaimer

**9.1** In all cases of damage, claims for compensation of any kind are excluded regardless of the legal grounds, unless the claims for compensation are covered by our insurance. This also applies in particular to all damage not directly caused to the delivery item itself and damage caused by loss of use.

### 10. General information

**10.1** Subsidiary agreements, in particular agreements deviating from the above conditions, must be made in writing and are only effective if they are expressly confirmed by us in writing.

**10.2** Should any of the above conditions be invalid for any reason, this shall not affect the validity of the remaining provisions.