



## General Terms and Conditions of Business

### § 1 Scope of Application

- (1) These General Terms and Conditions (GTC) shall apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). These General Terms and Conditions shall also apply to all future transactions with the Customer, insofar as they are legal transactions of a related nature.
- (2) The version of the GTC valid at the time of conclusion of the contract shall apply.
- (3) Any individual agreements with the Customer (including side agreements, supplements, and amendments) shall take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or in any case a written confirmation on our part shall be decisive for the content of such agreement.
- (4) These GTC shall apply exclusively; we expressly object to the Customer's general terms and conditions. This shall also apply if the Customer offers or accepts an offer with reference to the overriding validity of his own GTC or if we carry out the delivery/service without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these GTC.

### § 2 Conclusion of Contract

- (1) The conclusion of the contract shall be affected by a mutual corresponding declaration of intent, e.g. in the form of an order and an order confirmation. The order may be placed informally, e.g., by telephone, or in text form (e.g., via e-mail), provided that the intention to be legally bound is clearly recognizable. The Customer shall be bound by the order for a period of two (2) weeks after placing the order, the date, or the time of receipt of the order being decisive.
- (2) For orders for which essential contractual components such as delivery times and final costs cannot be specified by us when the order is placed, we shall only issue a non-binding confirmation of receipt. As soon as all essential contractual components can be sufficiently specified, the Customer shall receive a binding order confirmation which he may accept within two (2) weeks.

### § 3 Provided Documents

All documents provided in connection with the placing of the order - also in electronic form - shall remain our property and shall be subject to our copyright, if applicable. These documents may not be made accessible to third parties without our express written consent. If we do not accept the offer within the period of § 2, these documents must be returned to us immediately or destroyed or deleted. Storage or retention may be agreed to in text form in individual cases.



#### § 4 Prices and Payments

- (1) Unless otherwise agreed individually, prices are listed in euros. Unless otherwise expressly provided for in writing, our prices shall be subject to value added tax at the statutory rate applicable at the time of conclusion of the contract. Packaging costs are included in the purchase price. A customer-specific agreement is possible, any additional costs arising from this will be invoiced separately.
- (2) Payment of the purchase price shall be made exclusively to the account specified. The deduction of a discount is only permissible with a special agreement in text form.
- (3) Unless otherwise agreed, the purchase price shall be paid in full within 10 days of delivery. Interest on late payment shall be charged at a rate of 9 percentage points above the prime rate per annum. We reserve the right to claim damages for default.
- (4) We reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or more after conclusion of the contract, unless a fixed price agreement has been made.
- (5) Unless otherwise agreed in text form (e.g., by e-mail etc.), the Customer shall bear all customs duties or public charges. All documents required for this purpose shall be provided by us. Any costs shall be paid by the Customer and listed separately by us in the (commercial) invoice.

#### § 5 Time of Delivery

- (1) The beginning of the delivery times stated by us requires the timely and proper fulfilment of the customer's obligations. We reserve the right to the defence of non-fulfilment of the contract.
- (2) All deadlines for deliveries and services and dates stated by us are non-binding unless they are explicitly agreed by us as binding deadlines for deliveries and services and dates.
- (3) If the customer is in default of acceptance or culpably violates other duties to cooperate, he shall be obligated to compensate us for the resulting damage, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
- (4) We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure to deliver, incorrect delivery or late delivery by suppliers despite a congruent hedging transaction concluded by the seller) for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver or perform and the obstacle is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of obstacles of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the obstacle



plus a reasonable start-up period. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to us.

#### § 6 Transfer of risk during shipment

- (1) If the goods are shipped to the Customer within Germany or EU-wide at the Customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon dispatch to the Customer, at the latest upon leaving the factory/warehouse (FCA (a) Incoterm® 2020). This shall apply irrespective of whether the goods are shipped from the place of performance or who bears the freight costs.
- (2) If the goods are shipped to non-EU countries at the request of the customer, we shall be responsible for the transport and bear all freight costs for the transport of the goods to the named place of destination. For this purpose, we shall take out transport insurance with comprehensive cover for the risk of loss of or damage to the goods during transport from the place of delivery to the place of destination (CIP Incoterm® 2020 or, in the case of transport by ship, CIF Incoterm® 2020).

#### § 7 Reservation of title

- (1) All deliveries and services are subject to reservation of title. The delivered goods shall remain our property until full payment of all claims arising from the delivery contract. The reservation of title shall also remain in force if individual claims are included by us in a current account and the balance has been struck and acknowledged and shall then secure the balance.
- (2) As long as ownership has not yet passed to the customer, the customer shall be obliged to treat the purchased item with care. As long as ownership has not yet passed to the customer, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not able to compensate our judicial and extrajudicial costs of a lawsuit in accordance with § 771 German Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.
- (3) The customer may only sell the reserved goods in the ordinary course of business and on condition that the purchase price claim from the resale is transferred to us. The Customer hereby assigns to us its claim, including all ancillary rights, arising from the resale of the reserved goods as security for all claims to which we are entitled against the Customer at the time of the resale. This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The customer is authorized to collect the claims assigned to us. However, the Customer's authorization may be revoked if the Customer defaults on its payments to us. In this case, we shall be authorized to inform the customer's buyers of the assignment on behalf of the customer. The customer shall be obliged to provide us with the information required to assert the rights against its buyers, in particular to name the buyers and to hand over the necessary documents. The customer shall not be entitled to dispose of the reserved goods in any other way, in particular by pledging or assigning them as security.



- (4) Any processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. The customer's expectant right to the transformed object shall continue. If the object of sale is processed with other objects not owned by us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the item of the customer is to be regarded as the main item, it shall be deemed to be agreed that the customer assigns co-ownership to us on a pro rata basis and shall hold the sole ownership or co-ownership thus created in safe custody for us. The customer also assigns to us, as security for our claims against him, such claims as arise against a third party as a result of the combination of the reserved goods with a piece of real estate; we already accept this assignment now.
- (5) The securities to which we are entitled shall be released at the request of the customer insofar as their value exceeds the claim to be secured by more than 20%.

#### **§ 8 Warranty and notice of defects, recourse/manufacturer recourse**

- (1) Warranty rights of the Customer presuppose that the Customer has duly fulfilled its inspection and complaint obligations pursuant to § 377 of the German Commercial Code (HGB).
- (2) Claims for defects shall become limited to a period of 12 months after the goods have been delivered to the Customer. With regard to any claims for damages due to intent and gross negligence as well as in case of injury to life, body and health, which are based on an intentional or negligent breach of duty, the statutory limitation periods shall apply. Our consent must be obtained prior to any return of the goods.
- (3) If the delivered goods have a defect which was already present at the time of the transfer of risk, we shall, at our choice, rectify the defect or deliver replacement goods in the event of a timely notice of defect. We point out to our right to a second tender. Claims under a right of recourse shall remain unaffected.
- (4) If the second tender fails, the Customer may - irrespective of any claims for damages - withdraw from the contract or reduce the remuneration.
- (5) There shall be no claims based on defects in the event of a merely insignificant deviation from the agreed quality, as well as a merely insignificant impairment of usability, in the event of natural wear and tear, as well as in the event of damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, or due to special external influences which are not provided for under the contract. If the goods are stored improperly or modifications are made by the customer or third parties, there shall also be no claims for defects for these and the resulting consequences.
- (6) Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a location other than the customer's branch office, unless the transfer is in accordance with their intended use.



- (7) The Customer's right of recourse against us shall exist only to the extent that the Customer has not entered into any agreements with its buyer exceeding the statutory mandatory claims for defects. Furthermore, paragraph 6 shall apply mutatis mutandis to the scope of the Customer's right of recourse against us.

#### § 9 Miscellaneous

- (1) This contract and all legal relations between the parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) All disputes arising from or in connection with this contract shall be settled before the competent court in Hamburg. We shall also be entitled to take legal action before the courts at the registered office of our contractual partner.