

## General Terms and Conditions

### § 1 Area of application

These General Terms and Conditions apply exclusively to undertakings, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 of the German Civil Code (*BGB*). We do not acknowledge contrary agreements or conditions of the buyer deviating from our Terms and Conditions unless we have expressly consented to their validity in writing. All agreements, in particular verbal agreements with travelling salesmen and telephone orders, require written confirmation by us.

### § 2 Offers and conclusion of contract

If an order can be considered an offer pursuant to § 145 BGB, we may accept it within two weeks.

### § 3 Prices and payment

1. Unless otherwise agreed in writing, our prices shall be ex works excluding packing and plus VAT at the then prevailing rate. Packing expenses will be invoiced separately. Delivery shall be made ex warehouse. Postal, bank and forwarding charges shall be borne by the buyer. The minimum order value is € 50.00 in Germany.
2. The invoice is due and payable in full 14 days after the date of issue. If payment is made within 7 days after the date of invoice, a cash discount of 2 % will be granted on the net invoice value of the goods. A discount deduction on new invoices is inadmissible to the extent that previous, due invoices are still unsettled. If bills of exchange are accepted, bank discount and collection charges are calculated from the expiry date of the invoice and are to be paid immediately in cash. Bills of exchange are not considered cash payments. Interest on arrears of 9% above the then prevailing base rate p.a. is charged. We reserve the right to assert a higher amount of damages caused by delay.
3. Unless a fixed price agreement has been made, reasonable price changes due to changes in wage, material and distribution costs remain reserved for deliveries made 4 months or later after the conclusion of the contract.

### § 4 Rights of retention

The buyer is entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

### § 5 Delivery time

1. If the buyer is in default of acceptance or if it culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage suffered by us in this regard, including any additional expenses. More extensive claims remain reserved. If the above conditions are met, the risk of accidental loss or of accidental deterioration of the purchased item shall pass to the buyer at the time when the buyer has defaulted in acceptance of the delivery or defaulted on its debts.
2. Further statutory claims and rights of the buyer based on a delay in delivery remain unaffected.

### § 6 Passing of the risk upon dispatch

If the goods are sent to the buyer at its request, the risk of accidental loss or of accidental deterioration of the goods shall pass to the buyer upon dispatch to the buyer, at the latest upon leaving the warehouse. This applies irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

### § 7 Reservation of title

1. We retain ownership of the delivered goods or documents until full payment of all claims arising from the delivery contract.
2. The buyer is entitled to resell the reserved goods in the ordinary course of business. The buyer hereby already assigns to us for security purposes the claims against the customer from the resale of the reserved goods in the amount of the final invoice amount (including value-added tax) agreed with us. This assignment applies irrespective of whether the purchased item has been resold without or after an agreement.

### § 8 Warranty and notification of defects as well as recourse against the manufacturer

1. Claims of the buyer based on defects presuppose that the buyer has duly performed its obligations to carry out an inspection and to give a notice of defects owed under § 377 of the German Commercial Code (HGB).
2. Claims based on defects become barred by limitation 12 months after delivery of the goods delivered by us to our buyer. The statutory period of limitation shall apply to claims for damages in case of intent and gross negligence and in case of injury to life, limb or health which are based on an intentional or negligent breach of duty on the part of the user.
3. Should, despite exercising due care, the delivered goods have a defect that was already present at the time of passing of the risk, we shall, at our option, remedy the defect or deliver substitute goods, subject to a timely notice of defects. We must always be given the opportunity to perform subsequent remedial measures within a reasonable period. Recourse claims remain unaffected by the above provision without limitation.
4. If the subsequent remedial measures fail, the buyer may rescind the contract or reduce the remuneration, notwithstanding any claims for damages.
5. Claims based on defects do not exist in case of only insignificant impairment of usability, in case of natural wear or tear or in case of damage which arises after the passing of risk due to faulty or negligent treatment or improper use.
6. Recourse claims of the buyer against us exist only to the extent that the buyer has not entered into any agreements with its customer going beyond the statutory mandatory claims based on defects.

### § 9 Export sales

Offers shall not be binding. The indicated prices are net prices plus VAT. The minimum order value is € 100.00 in other countries. Otherwise, a markup for small-volume purchases of € 25.00 will be charged. A flat-rate documentation fee of € 25.00 will be charged for all orders to other European countries. Deliveries abroad are only possible against payment in advance, documentary collection or letter of credit. Delivery shall be made ex works. The invoice is payable right after receipt without any discount.

### § 10 Place of performance and jurisdiction.

In the case of contracts with merchants, the courts of Pinneberg have jurisdiction over all disputes arising out of or in connection with this contract, including actions arising out of bills of exchange and cheques. The place of performance for the delivery is the respective shipping point and the place of performance for the payment is Pinneberg.

Issue date: 27.05.2020. When these General Terms and Conditions are issued, all earlier issues will become invalid.