

General terms and conditions of sale for companies

§ 1 Field of application

(1) These General Terms and Conditions of Business (hereinafter referred to as "GTC") shall apply to our business relations with customers ("Purchasers") insofar as such Purchaser is a company, a legal person under public law or a special fund under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

(2) The GTC shall apply in particular to the purchase of goods by purchasers and shall apply in the version valid on 01.01.2022 at the time of the purchaser's order, which we shall make available to the purchaser free of charge at any time on first request.

(3) The GTC shall apply exclusively. We do not recognize any deviating, conflicting or supplementary conditions of the purchaser, unless we have expressly agreed to them in writing. This obligation to agree shall also apply if we, with knowledge of the conditions of a purchaser, make the delivery to the purchaser without reservation due to the acceptance of an offer made by us.

(4) Individual and special agreements between us and the purchaser (including any amendments, supplements and supplementary agreements) shall take precedence over these GTC. In the absence of proof to the contrary, the content of such agreements shall be set forth in a written contract or at least in our written confirmation.

(5) These GTC shall also apply to all future transactions between the parties as well as when we deliver the goods to the purchaser without reservation with knowledge of deviating or contrary conditions.

(6) References to the applicability of legal provisions shall only have a clarifying effect and, even without such clarification, the legal provisions shall apply if and insofar as they are not expressly and directly deviated from in these GTC or if they are expressly and directly excluded.

§ 2 Offer, acceptance

(1) Our offers are non-binding and without obligation. This shall also apply if we send the purchaser advertising or technical documentation as well as price or product lists (also in electronic form) in advance or as part of a sales promotion. We reserve all copyrights and ownership rights to these documents.

(2) The order of the goods by the purchaser constitutes a binding offer within the meaning of § 145 BGB (German Civil Code). If and insofar as the purchaser's order does not expressly state otherwise, we shall be entitled to accept it within two (2) weeks of receipt.

(3) The contract shall be deemed to have been concluded with the content of our written order confirmation (an e-mail shall suffice) following the purchaser's binding offer ("order confirmation"), including our General Terms and Conditions of Business, if the purchaser does not immediately object to this. A period of three days shall be considered as immediate. If the period expires on a Sunday,

Saturday or legal holiday in the Federal Republic of Germany, the period shall be extended until the end of the next working day.

§ 3 Prices and terms of payment

(1) Unless otherwise expressly agreed, our prices are ex works, i.e. from the time of delivery from our headquarters at Gerauer Straße 18, D-60528 Frankfurt am Main, and do not include packaging, transport and insurance costs.

(2) The statutory VAT is not included in our prices; it is shown separately on the invoice at the statutory rate applicable on the day of invoicing.

(3) The deduction of a discount must be agreed upon in writing.

(4) Unless otherwise agreed individually, the purchase price shall be due for payment immediately upon receipt of the invoice, without prejudice to the purchaser's rights under Section 320 of the German Civil Code (BGB). Furthermore, we are entitled at any time within the framework of an ongoing business relationship to make a delivery, in whole or in part, only against advance payment. We shall declare a corresponding reservation at the latest within the framework of the order confirmation following the binding offer of the purchaser. After the due date, the purchaser is considered to be in default of payment. From this date on, interest on arrears will be charged at a rate of 9% per annum above the prevailing base interest rate. We reserve the right to claim higher default damages.

(5) In the event of default in payment and doubts as to the creditworthiness of the purchaser after the conclusion of the contract (e.g. by application for the opening of insolvency proceedings by the purchaser's management or similar), we shall be entitled, without prejudice to other rights, to demand securities or advance payments for outstanding deliveries and to make all claims arising from the business relationship immediately due and payable by means of a written notice.

§ 4 Compensation, retention

(1) The purchaser shall only be entitled to set off or assert a right of retention insofar as his counterclaim based on the set-off or the asserted right of retention is undisputed, judicially established by a final and conclusive decision or is recognised by us.

(2) The purchaser shall only be entitled to assert rights of retention on the basis of a counterclaim from the contractual relationship.

§ 5 Shipment and packaging

(1) If nothing else has been agreed in writing in an individual contract, it is always a portable debt. The same shall apply if the interpretation of the declarations of intent of the contracting parties regarding the agreed place of performance and result should not lead to a clear result.

(2) We shall carry out the dispatch and packaging to the best of our ability, but shall not be responsible for the cheapest transport. The undisputed receipt of the goods by the freight forwarder or the carrier shall suffice as proof of proper packaging.

(3) Our shipments are in principle transported at the purchaser's expense, i.e. "free ex works", and always at the purchaser's risk, even if carriage paid prices have been agreed. We shall determine the mode of shipment, the route and the carrier, unless otherwise expressly agreed in the individual contract.

§ 6 Transfer of risk

(1) The shipment is made at the risk of the purchaser, even if a carriage-paid delivery has been agreed upon. The risk shall pass to the purchaser as soon as the shipment leaves our warehouse. The

The decisive point in time for the contractual status of our delivery shall be the time of handing over the goods to the freight forwarder or carrier, but at the latest the time when the goods leave the factory or warehouse, even in the case of carriage-paid delivery. The buyer bears the risk of accidental loss or damage of the goods during shipment. The same shall apply if we are in default of delivery.

(2) If delivery is delayed at the request or through the fault of the purchaser, the risk shall pass at the time when the purchaser is informed that the goods are ready for shipment. In the case of returned goods, the purchaser shall bear all risks until they reach our warehouse.

(3) Partial deliveries are permitted within reason. Even in the case of partial deliveries, the risk shall pass to the purchaser as soon as the shipment leaves our warehouse.

(4) The provisions of paragraphs 1 and 2 shall also apply if we have assumed the shipping costs or the transport and installation in a particular case.

(5) If delivery is delayed due to circumstances for which we are not responsible, the risk shall pass to the purchaser from the day of notification of our readiness to ship. We shall, however, be obliged to provide, at the request and expense of the purchaser, the insurance required by him.

§ 7 Insurances

(1) The buyer shall bear the costs of transport insurance. Unless the purchaser has given special instructions, we shall be entitled, at his request and expense, to take out transport insurance or, in the case of a transaction involving precious metals, value insurance. No transport, logistics or storage insurance can be taken out at our expense.

(2) At the request of the purchaser and at his expense, we shall also insure the consignment against theft, breakage, fire and water damage and any other insurable risks.

§ 8 Delivery

(1) The delivery period shall begin with the dispatch of the order confirmation, but not before the purchaser has provided the necessary documents, approvals and releases and has received the agreed down payment. The duration of the delivery period shall be agreed individually and shall result from the order confirmation. If and insofar as there is no individual agreement, the period shall be two (2) weeks from the dispatch of the order confirmation.

(2) The delivery period shall be deemed to have been observed if the delivery item has left our warehouse or if we have been notified of its readiness for shipment before the period expires.

(3) If the purchaser suffers damage as a result of a delay caused by our fault or by a fault which is legally attributable to us, the purchaser shall be entitled to claim compensation for delay if he can credibly prove that he has suffered damage as a result of the delay. The compensation for delay shall amount to 0.5% for each full week of delay, but in total to a maximum of 5% of the value of the part of the complete delivery which, due to the delay, cannot be used in time or in accordance with the contract. In the case of a fixed-term contract, the statutory provisions shall continue to apply, taking into account Art. 10 of these GTC.

(4) If delivery is delayed at the request of the purchaser, the costs incurred by storage shall be charged to the purchaser for each month starting one month after notification of the availability of the goods, but at least 0.5% of the invoice amount in the case of storage at our registered office. However, we shall be entitled to dispose of the goods otherwise or to deliver them to the purchaser within a reasonably extended period of time after setting and allowing a reasonable period of time for delivery of the goods.

(5) Compliance with the delivery period shall be subject to the fulfilment of the purchaser's contractual obligations.

(6) Our obligation to deliver is suspended as long as the purchaser is in default of performance of an obligation towards us.

(7) If an agreed delivery period is exceeded by reason of fault, delivery shall only be deemed to be delayed if the purchaser sets a reasonable additional period.

(8) We reserve the right to invoke the non-performance of the contract.

§ 9 Damages

(1) If the purchaser is in default of acceptance or if he violates other duties to cooperate through his own fault, we shall be entitled to demand compensation for the damage we have suffered in this case, including any additional expenses. We also reserve the right to assert further claims. In particular, the seller may make use of his legal rights in the event of refusal of acceptance; in this case, if he claims damages, these shall amount to 10% of the purchase price. The amount of damages shall be higher or lower if we prove a greater damage or if the purchaser proves a lesser damage.

(2) Claims for damages suffered by the purchaser, even due to late delivery, in particular those resulting from culpable breach of contract, unlawful acts committed through negligence and consequential damages, are in principle excluded. In this case, Art. 10 of these GTC shall also apply.

§ 10 Warranty and liability

(1) The warranty for the required properties shall be defined individually and in writing in each case.

(2) The purchaser's claims for defects presuppose that he has fulfilled his examination and complaint obligations in accordance with § 377 HGB (German Commercial Code). Complaints of any kind must

be submitted to us in writing immediately and at the latest within fourteen (14) days of receipt of the goods (in the case of hidden defects immediately and at the latest within fourteen (14) days of their discovery), stating the nature and extent of the complaint. In the case of direct delivery, the period of fourteen (14) days shall begin upon receipt of the goods by the third party and, in the case of hidden defects, upon their discovery by the third party.

(3) Insofar as the purchased item is defective, we shall be entitled to choose between rectification of the defect or delivery of a new item free of defects. In the event of rectification of the defect, we shall bear the necessary expenses only up to the amount of the purchase price. If possible, the missing quantities shall be delivered at a later date, otherwise we shall issue a credit note.

(4) If the remedy of the defect fails twice, the purchaser shall be entitled to demand, at his discretion, withdrawal from the contract or a reduction in price.

(5) The period of limitation for claims for defects is twelve (12) months from the passing of risk.

(6) All other claims of the purchaser for compensation for damages of any kind or for reimbursement of expenses are excluded, regardless of their legal nature. This applies in particular to claims for damages due to fault in the contractual negotiations, for other breaches of duty such as the violation of contractual or statutory secondary obligations, or for tort claims for compensation for property damage pursuant to § 823 BGB. Claims for consequential damages are also excluded in principle. This disclaimer does not apply to

a. insofar as the cause of the damage is due to intentional or grossly negligent conduct on the part of our management or senior staff, or due to grossly negligent organisation on our part;

b. in the event of injury to life, limb or health;

c. in the event of a culpable breach of essential contractual obligations, in particular of promised qualities: in this case, however, we shall only be liable for compensation of the typically foreseeable damage; the qualities mentioned in our advertising brochures shall not be considered as promised. Essential contractual obligations shall mean all essential obligations which are owed by the contracting party or the customer under the individual contract concerned and which are of key importance for the achievement of the contractual purpose. Likewise, all secondary obligations which, in the event of a culpable breach of duty, may jeopardize the attainment of the purpose of the contract must be taken into account;

d. outside the scope of the essential contractual obligations, even in the case of intentional or grossly negligent breach of duty by mere vicarious agents, unless we can exempt ourselves from this on the basis of commercial practice; our liability is limited to the compensation of the foreseeable typical damage;

e. in the case of material defects, if we have fraudulently concealed a defect or if we have assumed a guarantee for the quality of the goods;

f. insofar as, in accordance with the Product Liability Act, in the event of defects in the goods supplied and irrespective of fault, we are liable for death, injury to life, body and health or damage to property used primarily for private purposes.

Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.

§ 11 Force majeure, bankruptcy, insolvency

(1) Cases of force majeure which cannot be avoided with due care shall suspend the contractual obligations of the parties for the duration of the disruption and to the extent of its effects. If the resulting delays exceed the period of six (6) weeks, both contracting parties shall be entitled to terminate the contract with respect to the scope of the services affected. This shall also apply if these events occur at a time when we are already in delay.

(2) In particular, force majeure shall be deemed to exist in the event of industrial disputes, pandemics, epidemics, operational disruptions for which the party is not responsible, riots, administrative measures and other events beyond the control of the contracting party. Force majeure shall also exist if our supplier is prevented from delivering due to force majeure or other events for which neither he nor we are responsible.

(3) If one of the parties to the contract ceases to make payments or becomes subject to insolvency proceedings or judicial or extra-judicial settlement proceedings, the other party shall be entitled to withdraw from the contract in respect of the part not performed.

§ 12 Retention of title

(1) We reserve the right of ownership of the object of sale until all payments from the respective business relationship with the customer have been received.

(2) The purchaser shall be entitled to resell the item sold in the ordinary course of business. The item sold under retention of title may not be pledged to third parties or transferred as security before full payment by the purchaser.

(3) The purchaser hereby assigns to us as security all claims to the amount of the final invoice amount (including VAT) of our claim, which arise for him from the resale to his customers or third parties, irrespective of whether this takes place before or after any processing of the delivered item under retention of title. Without prejudice to our right to collect the claim ourselves, the purchaser shall remain entitled to collect the claim even after the assignment. In this context, we undertake not to collect the claim as long as the purchaser fulfils his payment obligations, no application for the opening of insolvency proceedings or similar proceedings has been filed and there is no suspension of payments by the purchaser.

(4) If the purchaser does not meet his payment obligations or if his financial situation changes unfavourably, we can demand that the purchaser informs us of the assigned claims and their debtors, provides us with all information necessary for collection, hands over the relevant documents and informs the debtor of the assignment in writing.

(5) Insofar as the above-mentioned securities exceed the claims to be secured by more than 10%, we are obliged to release the securities of our choice at the request of the purchaser.

(6) The processing or transformation of the object of sale shall always be carried out for us if and insofar as full payment of the purchase price of the goods has not yet been made. If the object of sale is processed with other objects, we shall acquire co-ownership of the new object in proportion to the value of the delivered object to the other processed objects at the time of processing. Otherwise, the same provisions shall apply to the object created by processing as to the object delivered under reservation.

(7) If the delivery item is inseparably mixed with other items, we shall acquire co-ownership of the new item in proportion to the value of the delivery item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the object of delivery of the purchaser is to be regarded as the main thing, it is agreed that the purchaser shall transfer co-ownership to us on a pro rata basis.

(8) The purchaser must inform us immediately in writing if an application for the opening of insolvency proceedings has been filed against his assets or if access by a third party to the object of sale is to be expected or takes place prior to full payment of the purchase price.

§ 13 Statute of limitations

(1) In deviation from § 438 paragraph 1 clause 3 BGB, the general limitation period for claims arising from material and legal defects shall be one year from delivery.

(2) The aforementioned limitation periods of the right of sale shall also apply to contractual and extra-contractual claims for damages of the purchaser which are based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195 and 199 BGB) leads to a shorter limitation period in a particular case. Claims for damages by the purchaser in accordance with § 10 (6) subparagraphs b and f shall be subject to the statutory limitation periods only.

§ 14 Rights of ownership

(1) We reserve the proprietary rights and copyrights as well as the industrial property rights (including the right to register these rights) to our drafts, samples, models, illustrations, drawings, calculations and other documents. They may not be used for other purposes or made accessible to third parties without our express written consent; the documents mentioned may only be made accessible to third parties if there is no clear need for confidentiality.

(2) The purchaser guarantees that the production of objects manufactured according to the purchaser's specifications does not infringe the industrial property rights of third parties; the purchaser shall indemnify us for all damages we suffer as a result of the assertion of industrial property rights of third parties.

§ 15 Place of performance and jurisdiction

The place of performance for the delivery is the respective place of departure of the goods. The place of fulfilment for payment is the registered office of the seller. If the buyer is a merchant, the place of jurisdiction shall be Frankfurt am Main or, at the seller's option, the buyer's place of jurisdiction.

§ 16 Other provisions

(1) The rights and obligations of the parties are not transferable, unless the parties agree otherwise individually and in writing, with the exception of the assignment of purchase price claims to the Seller's banks and insurance companies.

(2) The law of the Federal Republic of Germany shall apply, with the exception of the conflict of laws rules; the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

(3) This contract and the other terms and conditions shall remain valid even if individual terms and conditions are invalid.