

General Terms and Conditions (as of January 1, 2025)

I. Offer and conclusion

1. The following terms and conditions of sale and delivery apply to all our contracts, deliveries, and services, including consulting services, information, and similar services.

The client's terms and conditions of business and order are only effective if we accept them in writing. Our terms and conditions are deemed to have been accepted at the latest upon receipt of our delivery or service.

2. Our offers are subject to change. All agreements, amendments, additions, or the cancellation of this contract require a separate written agreement and only become legally effective upon our written confirmation.

3. We reserve the right to make changes to the delivery or service, provided these are reasonable for the client.

II. Prices

1. Our prices are ex works Crimmitschau plus freight and packaging as well as value added tax, unless otherwise agreed.

2. If freight charges, duties, or fees are introduced or increased after conclusion of the contract, we shall be entitled—even in the case of carriage paid or duty paid delivery—to change the price accordingly and to charge for these newly introduced or increased costs in the case of contracts with merchants.

III. Delivery and performance time

1. Delivery dates or delivery periods, which may be agreed as binding or non-binding, must be specified in writing.

2. Delivery periods begin upon receipt of our order confirmation, but not before all execution details have been clarified, and are understood to be from the place of delivery at the Crimmitschau factory.

3. Six weeks after a non-binding delivery date or delivery period has been exceeded, the customer may send us a written request to deliver within a reasonable period of time. This reminder shall place us in default. If we fail to meet this reasonable deadline, the customer must set us a reasonable grace period in writing. After this grace period has expired without result, the customer may withdraw from the contract with regard to the quantities and services that are not ready for shipment by the end of the grace period. Only if the partial services already rendered are of no interest to the customer is the customer entitled to withdraw from the entire contract.

We shall not be liable for any damage incurred by the customer as a result of the delay in delivery, unless the failure to deliver or the delay in delivery is due to gross negligence or intent on our part.

coming aware of them.

4. In the event of force majeure and other unforeseeable, extraordinary, and non-culpable circumstances, e.g., difficulties in procuring materials, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties, etc., even if they occur at upstream suppliers

occur - the delivery period shall be extended by a reasonable amount if we are prevented from fulfilling our obligation on time as a result. If the aforementioned circumstances make delivery or performance impossible or unreasonable, we shall be released from our delivery obligation. If the delay in delivery due to the aforementioned circumstances lasts longer than two months, the client shall be entitled to withdraw from the contract. If the delivery period is extended or if we are released from our delivery obligation, the contractor shall not be entitled to claim damages. We can only invoke the aforementioned circumstances if we notify the contractor immediately after becoming aware of them.

IV. Shipping and transfer of risk

1. In the absence of a specific agreement, we shall be free to choose the packaging, shipping route, and means of transport. We shall be entitled, but not obliged, to arrange delivery on behalf of and for the account of the customer.

2. Delivery "free to truck unloading point" is subject to the condition that the location in question can be reached by a road that is easily accessible for trucks. The customer is responsible for immediate and proper unloading. Waiting times will be invoiced.

3. If, at the request of the customer, we ship the goods to a location other than the place of performance (see Art. IX), the risk shall pass to the customer as soon as the goods are handed over to the forwarding agent, the carrier, or any other person or institution designated to carry out the shipment. Shipment of the goods within Crimmitschau shall also be deemed shipment to another location.

If we ship the goods with our own vehicles, the risk shall pass to us when the goods are loaded onto our motor vehicle. In any case, the risk shall pass to the customer at the latest when the goods leave our factory, irrespective of whether the shipment is made from the place of performance and who bears the freight costs.

4. Goods reported as ready for shipment must be called off immediately. If shipment or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon receipt of the notification of readiness for shipment. In addition, we shall be entitled to ship goods that have not been called off at our discretion or to store them at the expense and risk of the customer.

5. We are entitled to make partial deliveries and to deliver more or less than the quantity ordered, as is customary in the trade and industry.

V. Terms of payment/offsetting

1. Our invoices are payable within 14 days net, unless otherwise agreed. Payments can only be made with discharging effect directly to us or to our bank/postal account specified on the invoice form.

2. If the client is a merchant, they shall not be entitled to a right of retention against our claims. If they are not a merchant, they shall only be entitled to a right of retention against our claims insofar as it is based on the same contractual relationship. Offsetting against counterclaims shall only be permissible if they have been recognized by us or if they have been legally established.

If the client is a merchant, they shall pay interest at a rate of 5% p.a. on late payments from the due date.

We reserve the right to assert further claims for damages caused by default. If the client is in default of payment, we may charge default interest at a rate of 4% above the respective discount rate.

We reserve the right to assert further claims for damages caused by default. If the client is in default of payment, we may charge default interest at a rate of 4% above the respective discount rate of the Deutsche Bundesbank. The interest shall be set higher or lower if we can prove that we have incurred a higher interest rate or the client can prove that we have incurred a lower interest rate.

3. We expressly reserve the right to refuse bills of exchange. Acceptance is always only on account of payment. Discount and bill of exchange charges shall be borne by the client and are due immediately.

Bills of exchange are accepted without guarantee of correct presentation and protest. When bills of exchange and checks are accepted, our claims shall only be deemed paid upon final redemption.

4. If the client fails to meet its payment obligations or if we become aware of circumstances that call into question its creditworthiness, such as the failure of enforcement measures against the client, the submission of an affidavit or comparable declarations under the respective national law, the application for the initiation of judicial composition or bankruptcy proceedings or comparable measures, all our claims, even if we have accepted bills of exchange for them, shall become due immediately.

In this case, we shall only be obliged to make further deliveries if the customer offers and makes payment concurrently with delivery. If the customer does not offer cash payment, we shall be entitled to demand compensation for non-performance instead of performance or to withdraw from the contracts insofar as deliveries have not yet been made.

5. The customer agrees to the offsetting of its claims and liabilities against us. All prerequisites for offsetting shall be assessed according to the date on which the respective claim arose, not the date on which it became due. In the case of current account relationships, the offsetting agreement extends to the balance. If claims or liabilities are due at different times, settlement shall be made at the value date.

6. Offsetting against counterclaims of the customer is excluded in all conceivable cases, unless the counterclaims are undisputed or have been legally established.

a) The supplier is entitled to assign its claims from deliveries and services for financing purposes.

b) If the customer defaults on payment, all other claims shall become due for payment immediately without the need for a separate notice of default.

c) For deliveries and services to customers abroad, it is expressly agreed that all costs of legal action taken by the supplier in the event of default of payment by the customer, both judicial and extrajudicial, shall be borne by the customer.

VI. Retention of title

1. All delivered goods remain our property (reserved goods) until all our claims have been fulfilled—in the case of payment by check or bill of exchange, until these have been honored.

In the case of current accounts, the retained title serves as security for our balance claim.

2. If the customer defaults on payment or otherwise fails to meet their obligations under the retention of title, we may demand that the customer return the purchased item. Unless mandatory statutory provisions stipulate otherwise, our taking back of the goods subject to retention of title does not constitute a withdrawal from the contract. If the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the goods after issuing a reminder and the customer shall be obliged to surrender them.

3. The customer undertakes to provide the information necessary to assert our rights and to hand over the documents required for this purpose.

7. If the value of the securities existing for us exceeds our claims by more than 20% in total, not only temporarily, we shall be obliged, at the request of the customer or a third party affected by the over-collateralization, to release securities of our choice to this extent.

VII. Defects/warranty

In the case of delivery of goods, we provide a warranty in accordance with the applicable regulations in the event of defects in the goods, including the absence of warranted characteristics, unless otherwise agreed:

1. The decisive factor for the condition in accordance with the contract is the time at which the goods leave our factory in Crimmitschau.

2. If the customer is a merchant, they must notify us of any defects in writing without delay, at the latest within 10 days of receipt of the goods. Defects that cannot be discovered within this period even after careful inspection must be reported in writing immediately after discovery, but no later than 6 months after receipt of the goods.

3. The customer is obliged to give us the opportunity to inspect the alleged defect. If the customer does not give us this opportunity, in particular if the customer does not immediately provide us with the rejected goods or a sample thereof upon request, the claims for defects shall lapse.

4. The above provisions shall also apply to the delivery and performance of goods other than those specified in the contract.

VIII. Liability

Our liability is governed exclusively by these terms and conditions. We shall only be liable for claims arising from product liability, tort, culpa in contrahendo, breach of ancillary contractual obligations, or default if we or a vicarious agent can be accused of gross negligence or intentional misconduct. This limitation of liability does not apply in cases where we are mandatorily liable by law for slight negligence or even if there is no fault, such as in cases of liability under the Product Liability Act.

IX. Place of performance, place of jurisdiction, applicable law

The place of performance for our deliveries and all payments is Crimmitschau. For all disputes arising from the contractual relationship, if the client is a registered trader, a legal entity under public law or a special fund under public law, the place of jurisdiction is Zwickau. We are also entitled to bring legal action at the client's headquarters.

The law applicable in the Federal Republic of Germany is agreed.