

General Terms and Conditions of Sale (GTCS)

General Terms and Conditions of Sale

I. Scope of application

1. These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers ("Buyer"). The General Terms and Conditions of Sale only apply if the Buyer is an entrepreneur (Section 14 of the German Civil Code), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) of the German Civil Code.
2. Our General Terms and Conditions of Sale apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This consent requirement also applies if the Buyer refers to his GTCS in the context of the order and we have not expressly objected to the GTCS.
3. These General Terms and Conditions of Sale apply to contracts for the sale and/or delivery of movable goods ("Goods"). It does not take into account whether we manufacture the goods ourselves or buy them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the General Terms and Conditions of Sale shall also apply as a framework agreement to similar future contracts in the version valid at the time of the Buyer's order or in the version last communicated to him in text form, without us as the seller having to refer to them again on a case-by-case basis.
4. Individual agreements made with the Buyer in individual cases (including ancillary agreements, additions and amendments) and information in our order confirmation shall take precedence over these General Terms and Conditions of Sale. Subject to evidence to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.
5. Legally relevant declarations as well as notifications by the Buyer regarding the contract (e.g. notices of defects, setting deadlines, withdrawal or reduction) must be submitted in writing, i.e. in written and text form (e.g. letter, e-mail, fax). Further statutory formal requirements as well as other evidence (if necessary in case of doubts about the legitimacy of the declarant) remain unaffected.
6. If references are made to the applicability of statutory provisions, it should be noted that these are only of clarifying significance. The legal provisions apply - even if no corresponding clarification has been made - within the limits within which they are not modified or excluded by the General Terms and Conditions of Sale.

II. Offer and conclusion of contract

1. Our offers are subject to change and non-binding. This also applies if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards) as well as other product descriptions or documents (also in electronic form). We reserve the right of ownership and copyright to all documents provided to the Buyer in connection with the placing of the order. These documents may not be made available to third parties unless we give the Buyer our express written consent to do so.
2. The order of the goods by the Buyer is a non-binding contractual offer in accordance with Section 145 of the German Civil Code (BGB). In the event that nothing else results from the order, we are entitled to accept this contract offer within two weeks of its receipt by us.
3. The acceptance of the Buyer's offer shall be declared either in writing (e.g. by means of an order confirmation) or by delivery of the goods to the Buyer. If we do not accept the Buyer's offer within the period set out in Section II.2., documents submitted to the Buyer must be returned to us immediately.

III. Export Control / Dual-Use / Military End Use

1. The products and services offered may be subject to the export control regulations of the European Union (in particular Regulation (EU) 2021/821 – Dual-Use) as well as other national or international regulations, if applicable.
2. The Buyer is obliged to provide complete and accurate information before placing the order and/or upon request during the quotation process on:
 - End-use
 - End-user
 - Final destination
3. For applications with a possible dual-use or military reference, we reserve the right to make further processing, offer validity and delivery dependent on a successful export control review.
4. In these cases, the Buyer must complete a corresponding end-user or compliance questionnaire in full.
5. In the event of insufficient information or an increased compliance risk, we reserve the right to:
 - not provide a binding technical assessment
 - not grant delivery approval
 - withdraw from the offer or contract
6. Delays or restrictions due to export control inspections or approval procedures do not give rise to any claims against us.

IV. Prices and payment agreements

1. Unless otherwise agreed in writing in individual cases, our current prices in euros (€) ex stock, plus statutory value added tax, apply at the time of conclusion of the contract. The costs of packaging will be invoiced separately. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or later after the conclusion of the contract.
2. In the context of a sale involving carriage of goods, the Buyer must bear the transport costs from stock and the costs of any transport insurance desired by the Buyer. In the event that we do not charge the transport costs incurred in the individual case, we charge a transport fee (excluding transport insurance) in the amount of EUR 18 net. Any customs duties, fees, taxes and other public charges must be borne by the Buyer.
3. Payment of the purchase price must be made exclusively to the account specified in the order confirmation. The deduction of cash discount is only permissible if a special written agreement has been made.
4. Unless otherwise agreed, the purchase price is due and payable within fourteen days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even in the context of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.
5. The Buyer is in default when the above payment period expires. During the delay, interest is to be paid on the purchase price at the applicable statutory default interest rate in accordance with Section 288 (2) of the German Civil Code (BGB) in the amount of nine percentage points above the respective base interest rate. We reserve the right to assert further damages for delay. Our claim to commercial interest in accordance with Section 353 of the German Commercial Code (HGB) remains unaffected vis-à-vis merchants.
6. If, after the conclusion of the contract, it is foreseeable that our claim to payment of the purchase price will be jeopardized due to a lack of performance on the part of the Buyer (e.g. by filing for the opening of insolvency proceedings), we are entitled to refuse performance and, if necessary, to withdraw from the contract after setting a deadline (§ 321 BGB). In the case of contracts in which the production of non-fungible goods (custom-made items) is owed, we can immediately declare a withdrawal. The statutory provisions on the dispensability of setting a time limit remain unaffected in this respect.

V. Rights of retention

The Buyer is only entitled to rights of set-off or retention in the event that his claim has been legally established or is undisputed, and his counterclaim is based on the same contractual relationship. In the event that defects occur in the course of delivery, the counter-rights of the Buyer, in particular in accordance with IX paragraph 6 sentence 2 of these General Terms and Conditions of Sale, remain unaffected.

VI. Delivery time and delay

1. The delivery time will be agreed individually or specified by us when accepting the order. If this is not the case, the delivery time is approx. 6 weeks from the conclusion of the contract.
2. In the event that we are unable to meet contractually agreed delivery deadlines for reasons for which we are not responsible, we shall inform the Buyer of this circumstance immediately and at the same time inform the Buyer of the expected or new delivery period. If a late delivery cannot take place within the newly announced delivery period due to unavailability of the service, we are entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already provided by the Buyer (in the form of payment of the purchase price). The unavailability of the service exists, for example, if our supplier has not supplied us in time, if we have concluded a congruent hedging transaction, if there are other disruptions in the supply chain (e.g. due to force majeure) or if we are not obliged to procure in individual cases.
3. Whether there is a delay in delivery by us as the seller is determined by the statutory provisions. However, the prerequisite for a delay in delivery by us as the seller is a reminder from the Buyer. In the event that there is a delay in delivery, the Buyer can claim lump-sum compensation for his damage caused by delay. The lump sum for damages amounts to 0.5% of the net price (delivery value) for each completed calendar week of delay, but a maximum of 5% of the delivery value of the goods delivered late. We reserve the right to provide appropriate proof that the Buyer has not suffered any damage or only less damage than the above lump sum.
4. The rights of the Buyer according to X. of these General Terms and Conditions of Sale and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

VII. Delivery, transfer of risk, acceptance, default of acceptance

1. Delivery is made from stock. The warehouse is also the place of performance for the delivery and the place for any subsequent performance. In the event that the

Buyer wishes to have the goods sent to another destination (sale involving carriage of goods), he must bear the costs of the shipment. In the event that nothing has been contractually agreed, we can determine the type of shipping ourselves (packaging, shipping route, transport company).

2. When the goods are handed over to Buyer, the risk of accidental loss and accidental deterioration passes to the Buyer. In the context of a sale involving carriage of goods, the risk of accidental loss of the goods, accidental deterioration of the goods and the risk of delay is already transferred to the freight forwarder or carrier upon delivery of the goods. In the event of a contractual agreement on the acceptance of the goods, this is decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and services shall remain unaffected. It is equivalent to the handover or acceptance of the goods if the Buyer is in default of acceptance.
3. In the event that the Buyer is in default of acceptance or our delivery is delayed for other reasons for which the Buyer is responsible, we have a claim against the Buyer for compensation for the damage incurred, including additional expenses (e.g. storage costs). If this is the case, we will provide the Buyer with a lump-sum compensation of EUR 10 net per calendar day (beginning with the delivery deadline or, if no delivery deadline has been determined, with the notification of the readiness for shipment of the goods). Statutory claims on our part (reimbursement of additional expenses, appropriate compensation, termination) as well as proof of higher damages remain unaffected.
4. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. However, the Buyer reserves the right to prove that we have incurred no damage at all or only a significantly lower damage than the above lump sum.

VIII. Retention of title

1. We reserve ownership of the delivered goods until full payment of all our present and future claims under the purchase contract and an ongoing business relationship (secured claims).
2. Until the secured claims have been paid in full, the goods subject to retention of title may not be pledged to third parties or transferred as security. The Buyer must notify us immediately in writing in the event that an application for the opening of insolvency proceedings is filed or if third parties access the goods belonging to us (e.g. seizures). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the Code of Civil Procedure, the Buyer shall be liable for the loss incurred by us.

3. In the event of a breach of contract by the Buyer, in particular in the event of non-payment of the purchase price due, we are entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand the return of the goods on the basis of the retention of title. The request for surrender does not at the same time contain a declaration of withdrawal; rather, we are only entitled to demand the return of the goods and to reserve the right to withdraw. In the event that the Buyer does not pay the purchase price due, we shall have set the Buyer a reasonable period of time for payment before asserting these rights. This only applies if such a deadline is not dispensable under the statutory provisions.
4. Until further notice in accordance with VII.4 lit. c, the Buyer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions apply in addition:
 - a. The products of our goods resulting from combination, mixing or processing are subject to retention of title to their full value, whereby we are considered the manufacturer. In the event that the third party's right of ownership remains intact in the event of a combination, mixing or processing with the goods of third parties, we acquire co-ownership in proportion to the invoice values of the combined, mixed or processed goods. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title. The Buyer also assigns to us for security purposes such claims that arise against a third party as a result of the combination of the reserved goods with a piece of land. In this case, we accept the assignment.
 - b. The Buyer already assigns to us at the present time in full or in the amount of our possible co-ownership share in accordance with VII.4 lit. a the claims against third parties arising from the resale of the goods or the product in the amount of the final invoice amount (including VAT) agreed with us for security purposes. We accept the assignment. The obligations of the Buyer listed in accordance with VII.2. shall also apply with regard to the assigned claims.
 - c. The Buyer remains authorized to collect the claim alongside us. As long as the Buyer meets his payment obligations to us, there is no defect in the Buyer's ability to pay and we do not assert the retention of title by exercising a right according to VII.3., we undertake not to collect the claim. If we assert the exercise of a right in accordance with VII.3., we may demand that the Buyer disclose the assigned claims and their debtors, as well as that the Buyer provides all information necessary for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment. In addition, we are entitled to revoke the Buyer's right of resale as well as his authorization to process the goods subject to retention of title
 - d. In the event that the realizable value of the collateral exceeds our receivables by more than 10%, we will release collateral at our discretion at the request of the Buyer.

5. The Buyer is obliged, as long as the ownership has not yet passed to him, to treat the purchased item with care.

IX. Buyer's claims for defects

1. The statutory provisions shall apply to the rights of the Buyer in the event of defects of quality and title (including incorrect delivery and short delivery), unless otherwise specified below. This does not affect the statutory provisions on the sale of consumer goods (Sections 474 et seq. of the German Civil Code) and the rights of the Buyer under separately issued guarantees, in particular on the part of the manufacturer.
2. Agreements that we have made with Buyer regarding the quality and the assumed use of the goods (including accessories and instructions) regularly form the basis of our liability for defects within the scope of the warranty. A quality agreement includes all product descriptions as well as manufacturer's specifications that are the subject of the individual contract or were publicly published by us (in particular in catalogues or on our Internet homepage) at the time of conclusion of the contract. In the event that no condition has been agreed, it must be assessed in accordance with the provision of Section 434 (3) of the German Civil Code (BGB) whether a defect exists. Against this background, it should be noted that publicly made statements by the manufacturer in the context of advertising or on the label of the goods take precedence over the statements of other third parties.
3. We are not liable for defects that the Buyer is aware of at the time of conclusion of the contract in accordance with Section 442 of the German Civil Code (BGB) or is not aware of due to gross negligence.
4. Claims for defects by the Buyer only exist if the Buyer has complied with his statutory inspection and notification obligations (Sections 377, 381 of the German Commercial Code). If the goods are building materials or other goods intended for installation or other further processing, an examination must be carried out immediately before processing. A written notification to us must be made immediately if a defect becomes apparent during delivery, inspection or at a later date. Obvious defects must be reported in writing within 10 working days of delivery and unrecognizable defects within the same period of time after the defects are discovered. In the event that the Buyer fails to carry out or fails to comply with its obligation to properly inspect and/or report defects, we shall not be liable for the defect that is not reported or not reported in time or not properly reported in accordance with the statutory provisions. If the goods were intended for installation, attachment or installation, this also applies if the defect only became apparent after the corresponding processing as a result of non-compliance with or violation of one of these obligations. In this case, the Buyer is not entitled to reimbursement of the "installation and removal costs".

5. If the delivered goods are defective, we as the seller have the right to choose whether we provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (subsequent delivery). In the event that the type of supplementary performance selected by us is unreasonable for the Buyer in the individual case, he can refuse it. However, we reserve the right to refuse supplementary performance under the statutory conditions. In addition, we are entitled to make the subsequent performance to be provided by us dependent on the Buyer paying the purchase price due. However, the Buyer has the right to retain a part of the purchase price that is appropriate in relation to the defect.
6. The Buyer must give us the necessary time and opportunity for the subsequent performance to be performed. In particular, the Buyer must hand over the item for which he has asserted a defect to us for examination purposes. In the event that we carry out a subsequent delivery of a defect-free item, the Buyer must return the defective item to us in accordance with the statutory provisions. However, the Buyer is not entitled to a return claim.
7. Unless we have contractually agreed to do so, subsequent performance does not include the removal, removal or disinstallation of the defective item or the installation, attachment or installation of a defect-free item. This does not affect the Buyer's claims for reimbursement of the "installation and removal costs".
8. We will reimburse the expenses that are necessary for inspection purposes and for subsequent performance (transport, labor and material costs as well as removal and installation costs, if applicable) in accordance with the statutory provisions and these General Terms and Conditions of Sale in the event that a defect exists. However, we can demand reimbursement from the Buyer for costs incurred due to an unjustified demand for the remedy of defects in the event that the Buyer knew or could have recognized that there was actually no defect.
9. The Buyer has the right to remedy the defect himself and to demand reimbursement of the objectively necessary expenses for this purpose if there is an urgent case (e.g. in the event of danger with regard to operational safety or to avert disproportionate damage). The Buyer must inform us immediately in the event of a self-performance. In the event that we would be entitled to refuse supplementary performance in accordance with the statutory provisions, the Buyer has no right to carry out the performance itself.
10. The Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions if a deadline to be set by the Buyer for subsequent performance has expired without success or is dispensable under the statutory provisions. However, in the event of a non-material defect, the Buyer is not entitled to a right of withdrawal.
11. Claims by the Buyer for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a sale of consumer goods (Sections 478, 474 of the German Civil Code) or

a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u of the German Civil Code).

12. Claims for damages or claims for reimbursement of futile expenses of the Buyer (Section 284 of the German Civil Code) exist even in the case of a defect only in accordance with X. and XI.
13. The Buyer has the right to remedy the defect himself and to demand reimbursement of the objectively necessary expenses for this purpose if there is an urgent case (e.g. in the event of danger with regard to operational safety or to avert disproportionate damage). The Buyer must inform us immediately in the event of a self-performance. In the event that we would be entitled to refuse supplementary performance in accordance with the statutory provisions, the Buyer has no right to carry out the performance itself.
14. The Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions if a deadline to be set by the Buyer for subsequent performance has expired without success or is dispensable under the statutory provisions. However, in the event of a non-material defect, the Buyer is not entitled to a right of withdrawal.
15. Claims by the Buyer for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a sale of consumer goods (Sections 478, 474 of the German Civil Code) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u of the German Civil Code).
16. Claims for damages or claims for reimbursement of futile expenses of the Buyer (Section 284 of the German Civil Code) exist even in the case of a defect only in accordance with X. and XI.

X. Statute of limitations

1. The general limitation period for claims resulting from defects of quality or title is one year from delivery, in deviation from Section 438 (1) No. 3 of the German Civil Code (BGB). In the event that acceptance has been contractually agreed, the limitation period begins with acceptance.
2. According to the statutory regulation, the limitation period is 5 years from delivery (Section 438 (1) No. 2 of the German Civil Code) in the event that the goods are a building or an object that has been used for a building in accordance with its usual use and has caused its defectiveness (building material). This applies subject to the other special statutory provisions on the statute of limitations (in particular Section 438 (1) No. 1, (3), Sections 444, 445b BGB).

3. The above limitation periods of the sales law also apply to contractual and non-contractual claims for damages by the Buyer that are based on a defect in the goods, unless the application of the regular statutory limitation period pursuant to Sections 195 and 199 of the German Civil Code would lead to a shorter limitation period in individual cases. Claims for damages by the Buyer in accordance with XI.1 and XI.2 lit. a) as well as those under the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

XI. Other liability

1. Unless otherwise provided for in these General Terms and Conditions of Sale, including the following provisions, we as the seller shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
2. In the context of fault liability, we are liable for damages, regardless of the legal grounds, only in the case of intent and gross negligence. In the event of simple negligence, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), we shall only be liable:
 - a. for damage resulting from injury to life, limb or health
 - b. for damages resulting from the breach of a material contractual obligation (duties the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the contractual partner relies and may also rely). However, our liability in this case is limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability resulting from XI.2 also apply to third parties as well as to breaches of duty by persons for whose fault we are responsible according to statutory provisions. Insofar as a defect has been fraudulently concealed and a guarantee for the quality of the goods has been assumed, the limitations of liability shall not apply. This also applies to claims of the Buyer under the Product Liability Act.
4. The Buyer can only withdraw from or terminate the contract due to a breach of duty that does not result from a defect in the event that we as the seller are responsible for the breach of duty.
5. A right of termination of the Buyer (in particular according to Sections 650, 648 BGB) is excluded. In all other respects, the legal requirements and legal consequences apply.

XII. Choice of law and jurisdiction

1. These General Terms and Conditions of Sale and the contractual relationship between us as the seller and the Buyer are governed by the law of the Federal Republic of Germany to the exclusion of uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. If the Buyer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, our registered office in Oberasbach near Nuremberg is the exclusive, and also international, place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code.
3. We are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Sale or a priority individual agreement or at the general place of jurisdiction of the Buyer. This does not affect overriding statutory provisions (exclusive places of jurisdiction).

As of: May 2026