General Terms and Conditions of Sale

§ 1 Scope of the Present General Terms and Conditions of Sale (GTCS); Protective Clause

(1) The present General Terms and Conditions of Sale (GTCS) shall apply to all of our business relationships with our customers. However, they shall only apply if the customer is an entrepreneur within the meaning of section 14 of the German civil code (Bürgerliches Gesetzbuch, BGB), a legal entity under public law or a special fund under public law.

(2) Our GTCS shall apply exclusively, even if we have knowledge of the terms of the customer and still accept orders, render services or indirectly or directly refer to letters, etc. containing terms and conditions of the customer or of third parties without reservation. We shall not accept contradicting, deviating or complementary terms and conditions of the customer, unless we explicitly agree to their application in writing.

(3) Our GTCS shall likewise apply, without any need for another reference to them, in the respective version to all future deliveries, services or quotations to one and the same customer. We will inform the customer of all modifications made to our GTCS without undue delay.

§ 2 Quotations, Orders, Contract Conclusion and Contract Content; Declarations and Notifications of the Customer; Written Form; Reservation of Rights of Ownership and Copyrights

(1) Our quotations shall be subject to change without notice and non-binding, unless they are explicitly identified as being binding or include a defined time limit for acceptance.

(2) The quotation shall be treated as a third party legal bidding offer for the conclusion of a contract.

(3) Our acceptance shall be made by a written declaration (e.g. by our order confirmation or notification of readiness for dispatch/pick-up). Legally relevant declarations and notifications made by the customer towards us after conclusion of a contract (e.g. setting of deadlines, reminders, notifications of defects) shall require written form in order to become effective.

(4) The acceptance of our offers by a third party is exclusively confirmed by a transmission via email.

(5) The written contract including the present GTCS, which shall constitute an integral part of the written contract, shall be deemed to reproduce all agreements entered into between us and the customer and to take precedence over the present GTCS. A written contract or our written confirmation shall be relevant as supporting evidence of the content.

(6) Individual, even possible oral, contractual agreements shall take precedence over the present GTCS. A written contract or our written confirmation shall be relevant as supporting evidence of the content.

(7) With the exception of our managing directors, Prokuristen (persons disposing of a general commercial power of attorney) and our other employees explicitly designated towards the customer as being our points of contact – including any visitation of powers of representation for each and any one of them – shall not be authorised to conclude contracts, to enter into individual written or oral agreements or to give other commitments.

(8) We reserve our rights of ownership and our copyrights to all quotations, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions, samples and other physical or electronic data, information or know-how, which the objects handed over by the customer shall be entitled to make available or disclose such documents or their contents to third parties nor utilise, reproduce or alter them without our prior written approval. The customer may use such documents only for the purposes specified in the contract and shall return them to us in their entirety at our request and destroy (and/or delete) any possible copy (even electronic) to the extent that such copies are no longer required by the customer in the ordinary course of business.

§ 3 “FCA Instructions (2020),” Other Delivery Terms; Transfer of Risk; Default in Acceptance, Acts of Cooperation, etc.; Acceptance

“FCA Instructions (2020)” (with regard to the place from which we perform our deliveries) shall apply to all of our deliveries, unless anything to the contrary has been agreed upon.

(1) Goods shall be transported against the customer's transport risk, fire, breakage or other insurable risks only within the framework of an explicit agreement with the customer and at the customer's expense.

(2) By way of derogation from Paragraph (1) and only to the extent that this has agreed upon with the customer, we shall dispatch the goods to the place of destination specified by the customer. Such delivery, also with regard to packaging, shall be carried out to the complete satisfaction of our customer. We shall be entitled to determine the type of dispatch (in particular the transport company and the way of dispatch) as well as the packaging at our discretion. The risk shall pass to the customer upon receipt of our notification of readiness for dispatch by the customer or, if such notification obligation does not apply, upon hand-over of the goods to the forwarding agent, freight forwarder or the respective person responsible for the transport at the latest. The same shall also apply if partial deliveries are made or if we accepted to also render other services (e.g. dispatch, transport or installation). Apart from that, Paragraph (1) and the regulations on the place of ful- fillment (§ 13 of the present GTCS) shall remain unaffected.

(3) If the customer falls into default of acceptance, fails to carry out a necessary act of cooperation or if our service is delayed for other reasons for which the customer is responsible, we shall be entitled to invoice the damage resulting therefrom including any further damage caused by default. Vis-a-vis third persons, bad weather conditions, floods, war, riots, terrorism, transport delays, strikes, lawful lockouts, lack of workforce, energy or raw materials, delays in granting possible necessary official approvals, measures taken by public authorities or the government.

(4) If the customer fails to pay within the period specified above for any reason other than due to any defect notified to us which renders use of the goods impossible or substantially impractical such use.

§ 4 Prices, Terms of Payment, Retention of the Goods; Exclusion of Rights of Set-Off and Retention; Lack of Ability to Perform on the Part of the Customer

(1) Unless otherwise agreed upon, our respective current net prices applicable as of the date on which the contract is concluded plus the statutory value-added tax shall apply in any case; the prices shall be subject to FOB (Free On Board) insurance, transport and packaging costs shall be added.

(2) To the extent that prices agreed upon are our list prices, and to the extent that a fixed price has been agreed upon, and if our delivery is supposed to be carried out not earlier than four (4) months after conclusion of the contract, our list prices applicable at the time of delivery shall apply. Any percentage or fixed discounts agreed upon shall be deducted from the price applicable at the time of delivery.

(3) Subject to Sub-Paragraph 2 and, unless otherwise agreed upon, such as in particular the term of payment in accordance with Paragraph (4), our invoices shall be paid within a period of fifteen (15) working days after delivery and receipt of invoice (and, to the extent that this has explicitly been agreed upon, in Euro (€)). Delivery within the time specified above shall be deemed to mean receipt of our notification of readiness for dispatch/pick-up by the customer or, if so agreed, hand-over to the person responsible for the transport. The day of receipt of payment shall be relevant. We may combine the invoice with the notification specified above. However, we shall be entitled to declare the respective contractual relationship as at risk due to a lack of ability to perform (Section 321 Para. 1 German Civil Code) on the part of the customer. Our right to refuse rendering of services shall apply if the payment is effected or a collateral security is provided for such payment. We shall be entitled to fix an appropriate time limit for the customer within which the customer shall, at the customer's discretion, effect his or her payment concurrently against our service or provide a collateral security for such payment. After fruitless expiry of this deadline, we may withdraw from the contract. The statutory regulations on the dispensability of a setting a deadline shall remain unaffected. In the case of contracts on the manufacture of custom-made products (single items), we may declare the withdrawal immediately.

§ 5 Delivery Deadlines, Possible Extension; Retentions Due to Force Majeure, Self-Delivery, etc.; Partial Services; Inspection and or Test by Us on Our Premises

(1) Delivery times / periods proposed by us for deliveries and services (delivery deadlines) shall be deemed to apply only approximately, unless a firm delivery deadline has explicitly been confirmed or agreed upon.

(2) A delivery deadline shall be deemed complied with if the customer has received our notification for readiness for dispatch/pick-up until expiry of such deadline or, if agreed upon, we have handed over the goods to the person responsible for the transport.

(3) If it becomes apparent to us that a delivery deadline cannot be complied with, then we shall notify the customer thereof without undue delay and shall communicate the expected new delivery deadline to the customer.

(4) We shall not be liable for the impossibility or delays of our services if the extent to which such circumstances are based on force majeure or other events which are not predictable at the time the contract is concluded and for which we are not responsible (e.g. interruptions of operation of all kind, fire, natural disasters, bad weather conditions, floods, war, riots, terrorism, transport delays, strikes, lawful lockouts, lack of workforce, energy or raw materials, delays in granting possible necessary official approvals, measures taken by public authorities or the government).
Such events shall be deemed to include, in particular, any non-delivery, incorrect delivery or delivery-withdrawal if we are not responsible for this and had concluded a congruent covering transaction with respective sub-suppliers. Apart from that, any transaction shall take place only at the time and on the terms stipulated in the contract to which it relates and without the transaction immediately after the transaction with the customer.

In the case of such events, provided that they remain transitional in nature, delivery deadlines shall be extended by the timely duration of the respective event plus a reasonable start-up period. However, this shall not be the case if we are entitled to render our services or make such provision of services impossible and are not only transitional in nature, we shall be entitled to withdraw from the agreement.

(5) Deadlines shall be extended automatically to the extent appropriate if the customer does not fulfil his or her contractual duties or obligations. The customer shall be responsible for ensuring, in particular, that we are provided in due time with any and all documents, information, samples, specimen and other information and objects to be provided by the customer, as well as to set out the technical, constitutional and organisational conditions, if applicable, for any set-up of products agreed upon, as the case may be, on the customer's premises or for similar services.

(6) The customer shall bear the sole risk for delays of our services, as well as our additional expenses respectively based on the fact that an inspection/ a test, which has been agreed upon or performed, in particular, in the context of a contract for the sale of goods or as subject to retention of title, is not performed or has been performed to an unsatisfactory extent by the customer's request, and which, if feasible and necessary, is not associated with an additional expense (e.g. often so-called "preliminary acceptance" or "factory acceptance test") is not carried out within the time schedule provided for this purpose, provided that the respective cause of such deviation from the time schedule is located within the customer's area of responsibility (such as the customer's late arrival for any reason whatsoever) or is due to any event to which the customer is subject, as specified in Paragraph (4) Sub-Paragraph 1, even if the customer is not responsible for said event. Additionally, the paragraph above applies correspondingly.

We shall be entitled to render partial services if (a) a partial service can be used by the customer within the framework of the purpose of the contractual provisions, (b) rendering of the remaining services is not at all feasible, or (c) the remaining service constitutes an additional expense and cannot be rendered within due delay so that we can pursue our rights of ownership. To the extent that such third party is not able to reimburse us the court or out-of-court costs incurred by us in this context, the customer shall be liable for such costs for us in due time.

(7) The customer shall be entitled to use, process/produce, combine, mix and/or sell the goods subject to retention of title within the framework of the ordinary course of business until the enforcement event takes effect (Paragraph (9)).

(8) In the event of retention of title being exercised in respect of the goods that are processed or modified by the customer (Section 950 German Civil Code), such processing shall be deemed to be carried out by us for our own account and at our own risk and costs. We shall be entitled to all rights to the products resulting from the goods subject to retention of title.

(9) If the goods subject to retention of title are combined with other products in such a way that they can no longer be identified as such or only with due delay at an additional expense, all rights in the newly created item shall be transferred to us.

(10) If the goods subject to retention of title are assigned in a pro rata co-ownership share, the customer shall be entitled to use, process/produce, combine, mix and/or sell the goods that are subject to retention of title that are assigned to us in our pro rata co-ownership share within the framework of the ordinary course of business until the enforcement event takes effect (Paragraph (9)).

(11) If the customer is requested by us to notify us of the receivables assigned and the respective debtors, that the customer informs the respective sub-supplier or third party of the receivables, the customer shall be exclusively liable for the acceptance and the respective transfer of such receivables. In the event that the customer does not provide us with all information that is required by us to assert the receivables, the customer shall be solely responsible for the integration of the products into the technical, constructional and organisational conditions, if applicable, for any set-up of products agreed upon, as the case may be, on the customer's premises or for similar services.

(12) If the customer is notified of revocation of any provision of services, in particular, in the context of a contract for the sale of goods or as subject to retention of title, we shall be entitled to take over the goods subject to retention of title in the amount of the due payment that is deemed reasonable in relation to the estimated value exceeds the amount of the hedged receivables by more than 50%. We shall be entitled to select the objects to be released.

(13) If this is requested by the customer, we shall be entitled to release the goods subject to retention of title and the items and receivables by which such goods are replaced to the extent that their estimated value exceeds the amount of the hedged receivables by more than 50%. We shall be entitled to select the objects to be released.

(14) If we withdraw from the contract due to any action of the customer that infringes the contractual provisions, in particular due to the customer's default of payment, in accordance with the statutory or contractual provisions, including the event of cover, we do hereby request that the customer不对 the goods subject to retention of title being assigned on a pro rata basis according to our co-

(15) Removing, changing or adjusting equipment, as well as to set out the technical, constructional and organisational conditions, if applicable, for any set-up of products agreed upon, as the case may be, on the customer's premises or for similar services.

(16) If the goods subject to retention of title are pledged by third parties or in the event of undue delay so that we can pursue our rights of ownership.

(17) In the case of defects to products of third parties which have been delivered by us to the customer or assigned to us by the customer, we are entitled to the extent appropriate to the extent that we conclude the covering transaction immediately after the transaction with the customer.

(18) In the case of defects caused by the customer, we are entitled to make the customer liable for the damages to the extent appropriate to be made by us in a reasonable period of time to render subsequent performance by rectifying the defect (subsequent improvement) or to deliver an item free of defects (replacement delivery). In the event of a replacement delivery, the customer shall return to us the item to be replaced as in accordance with the statutory regulations.

(19) We shall be entitled to make the subsequent performance owed by us to the customer subject to the condition that the customer pays the due purchase price or, as the case may be, the current due installment in due time. As the customer is entitled to withdraw from the contract in the event that such part of the payment that is deemed reasonable in relation to the defect.

(20) If subsequent performance was impossible or failed or if a deadline to be set for subsequent performance by the customer expired to no avail or is dispensable in accordance with the statutory regulations, the customer may, at the customer's discretion, either withdraw from the purchase agreement or reduce the purchase price. In the case of an insignificant defect, however, there shall be no right to withdraw from the contract.

(21) In the case of defects to products of third parties which have been delivered by us (in particular constructive elements) and to the extent that such defects cannot be rectified by us due to reasons beyond our control or factual reasons, we shall be liable to the extent appropriate to the extent that such third parties for the account of the customer or assign such claims to the customer. In the case of such kinds of defects, warranty claims towards us shall exist (under the other conditions and in accordance with the present GTCS) only if the legal enforcement of the claims specified above towards the third party has been unsuccessful (or e.g. due to insolvency) hopeless or (for ex. for time-related reasons) is otherwise unconscionable for the customer.

(22) Possible claims for compensation for damages shall exist only in accordance with § 9 of the present GTCS.
§ 8 Warranty for Property Rights of Third Parties

(1) In accordance with the present § 8, we shall be responsible for ensuring that the goods are free of industrial property rights or copyrights of third parties. Each of the parties shall inform the respective other party in writing without undue delay if claims are asserted against them based on the violation of such rights.

(2) Claims due to the violation of property rights or copyrights of third parties shall be excluded if such violation is based on any instruction of the customer, any unauthorised modification or any use of the goods by the customer in a manner not compliant with the contract.

(3) In the event that the goods violate an industrial property right or a copyright of a third party, we shall, at our discretion and at our expense, either alter or replace the goods in such a manner that they do no longer violate the rights of third parties, but that the goods continue fulfilling the functions contractually agreed upon, or grant the customer the right of use by concluding a licence agreement. If we are not able to do so within a reasonable period of time, the customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately.

(4) In the case of infringements of rights by products of other manufacturers or suppliers which are delivered by us, we shall, at our discretion, assert our warranty claims vis-à-vis such manufacturers and suppliers for the account of the customer or assign them to the customer. § 7(9) shall apply accordingly.

(5) Possible claims for compensation for damages shall exist only in accordance with § 9 of the present GTCs.

§ 9 Liability for Compensation for Damages, Etc.

(1) Our liability for compensation for damages, given on whatever legal ground, in particular for compensation for damages in lieu of or in addition to the service, based on default within the framework of contractual negotiations, impossibility, delay, defectiveness, unlawful acts and for any other direct or indirect damage, shall be excluded, unless one of the following cases exists:

a) We maliciously concealed a defect.
b) We assumed a guarantee for the condition of the goods or a procurement risk.
c) This results in damage from the violation of life, body or health which is based on an intentional or negligent violation of duties on our part or on the part of one of our legal representatives or auxiliary agents.
d) This results in any other damage based on an intentional or grossly negligent violation of duties on our part or on the part of one of our legal representatives or auxiliary agents.
e) This results in damage from the negligent violation of essential contractual duties which is not already covered by Letter a) to Letter d) or Letter f). Essential contractual duties shall be deemed to be such duties whose fulfilment enables proper fulfilment of the contract in the first place and on whose compliance the contracting partner regularly relies and may rely on. In this case, however, the amount of our liability shall be limited to the damage typical of the contract concerned and predictable at the time the contract is concluded; or
f) we shall be subject to liability in accordance with the German Product Liability Act.

(2) To the extent that our liability is excluded or limited in accordance with the regulations above, the same shall also apply to the personal liability of our bodies, legal representatives, employees and auxiliary agents.

(3) The customer may withdraw from or terminate the contract due to a violation of duties on our part which is not based on a defect of the goods only if we are responsible for such violation of duties: apart from that, the statutory regulations shall apply in this respect. A free right of termination of the customer, in particular in accordance with Sections 651, 649 German Civil Code, shall be excluded.

§ 10 Statute of Limitations

(1) The period of limitation for – even non-contractual – claims based on material defects or defects of title shall, by way of derogation from Section 438 Para. 1 No. 3 German Civil Code, amount to one (1) year from delivery; this shall not apply, however, to the cases specified in § 9(1) Letter a) to Letter f) of the present GTCs. The latter cases shall be subject to the respective relevant statutory period of limitation.

(2) Delivery without the meaning specified above shall be deemed to mean receipt of our notification of readiness for dispatch/pick-up by the customer or, if so agreed, hand-over to the person responsible for the transport.

(3) If the goods are a built structure or an item which has been used for a built structure according to its usual manner of use and at our ex

§ 11 Special Right of Withdrawal in Case of Cessation of Payment, Etc.

We shall be entitled to withdraw from the contract in the following cases: (a) The customer ceases his or her payments to the customer's creditors or (b) The customer applies for opening of the insolvency proceedings relating to the customer's assets or (c) Application for opening of the insolvency proceedings are filed by us or by another creditor in a permissible manner or (d) Insolvency proceedings – or only preliminary insolvency proceedings – are opened or (e) the application is rejected for lack of assets.

§ 12 Duty to Inform in the Event of Official or Own Measures

If official measures are taken on the customer's premises or against the customer in connection with our products (e.g. order for redemption or a recall or other measures within the framework of market surveillance) or if the customer intends to take own measures relating to the products made available in the market, the customer shall inform us in writing without undue delay.

§ 13 Place of Fulfilment

The place of fulfilment for our deliveries shall be the place from which we carry out our deliveries. If we owe set-up or similar services (e.g. assembly, installation, commissioning, setting up/adjustment), the place of fulfilment shall be the place where this is to be done in accordance with the contractual regulations.

§ 14 Choice of Law and Place of Jurisdiction


(2) If the customer is a merchant, a legal entity under public law or a special fund under public law or if the customer does not have a general place of jurisdiction in the Federal Republic of Germany, then the exclusive – also international – place of jurisdiction for all legal disputes from the business relationship between us and the customer shall be our headquarters in Karlsruhe, Germany. We shall be entitled, however, to sue the customer at the customer's headquarters or at the place of fulfilment. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

§ 15 Severability Clause

If provisions of the present GTCs are or become void or ineffective either in whole or in part, then this shall not affect the effectiveness of the remaining provisions. To the extent that provisions have not become an integral part of the contract or are ineffective, the content of the contract shall be determined by the statutory regulations (Section 306 Para. 2 German Civil Code). Only apart from that and to the extent that no complementary interpretation of the contract takes precedence or is possible, the parties shall replace the void or ineffective provision by such effective regulation that comes closest to such void or ineffective provision in economic terms.