

General Terms and Conditions of Sale and Delivery (as of 10/2026)

This is a convenience translation. Only the German version of these Terms and Conditions is legally binding.

I. Offer and Conclusion of Contract

Our deliveries are made exclusively on the basis of the following terms and conditions.

Our General Terms and Conditions of Sale are deemed accepted no later than upon acceptance of our goods. Agreements and arrangements – in particular insofar as they amend these terms – only become binding on us once confirmed by us in writing.

Our offers are always subject to change and non-binding.

Deviating purchasing conditions of the customer shall not bind us, even if we do not object to them again at the time the contract is concluded.

Typing and calculation errors and other obvious inconsistencies in offers, contracts and letters of confirmation (errors in declaration) are not binding on us. We may correct them at any time without liability, unless we are guilty of gross negligence or intent.

II. Prices

Prices quoted are non-binding and exclude packaging and VAT, ex works of the supplier. The supplier reserves the right to adjust these prices if the cost factors demonstrably change between the order and delivery.

III. Delivery Periods and Delivery Dates

Stated delivery periods and delivery dates are generally subject to a tolerance of +/- 20 % of the stated delivery time. In special circumstances, which will then be expressly communicated, the tolerance may be greater. They begin on the date of the order confirmation. Delivery periods and dates are deemed met upon timely notification of readiness for dispatch if dispatch is impossible for the supplier through no fault of its own.

The supplier is entitled to make reasonable partial deliveries. The customer may not refuse partial deliveries unless it can have no interest in the partial delivery. If the supplier itself is in default, the customer must set the supplier a reasonable grace period by registered letter. After expiry of this period, the customer may withdraw from the contract insofar as the goods have not been notified as ready for dispatch by the end of the period. Other claims due to default, in particular for damages, are excluded. This exclusion does not apply if and to the extent that the default was caused intentionally or by gross negligence by a legal representative of the supplier or one of its vicarious agents.

IV. Impediments to Delivery

Agreed delivery periods are extended appropriately in the event of unforeseen obstacles beyond the supplier's control, regardless of whether these obstacles occur at the supplier or at the supplier's subcontractors. Strikes, lockouts, operational disruptions and delays in the delivery of essential materials that make delivery significantly more difficult or otherwise impossible for the supplier are equivalent to unforeseeable obstacles.

The customer may request the supplier to declare whether it will withdraw or deliver within a reasonable period. If the supplier does not make such a declaration, the customer may withdraw.

V. Shipping and Transfer of Risk

The risk passes to the customer in all cases upon handover of the goods to the forwarding agent or carrier, but no later than when the goods leave the works.

VI. Terms of Payment

Payments are to be made without deduction to the supplier's account stated on the invoice. Cheques are only accepted on account of performance. All charges are borne by the customer, and the supplier has no obligation to exercise rights arising from cheques. Payments by bill of exchange are not accepted.

Withholding of payments due to notices of defects or alleged counterclaims, as well as set-off against such claims, is excluded, except for set-off against undisputed or legally established counterclaims. In the event of default, the supplier is entitled, without prejudice to any other claims, to charge default interest of 9 percentage points above the applicable base interest rate (Section 288 (2) of the German Civil Code, BGB).

VII. Liability for Defects

The supplier is liable for defects in the delivery, to the exclusion of further claims, as follows:

1. All parts which, within 12 months of delivery, become unusable or whose usability is significantly impaired as a result of a circumstance occurring before the transfer of risk – in particular due to faulty design, poor materials or defective workmanship – shall be repaired or replaced free of charge at the supplier's reasonable discretion. Such defects must be reported to the supplier in writing without delay. Replaced parts become the property of the supplier. If delivery or rectification in respect of the same defect has failed three times, the customer may demand an appropriate reduction of the price or rescission of the contract. Further claims for damages due to breach of duty (Section 280 BGB) are excluded, except in cases of intent or gross negligence and in the cases set out in Section VIII No. 3. For third-party products, the supplier's liability is limited to the assignment of the claims to which it is entitled against the supplier of the third-party product. If a claim against the supplier of the third-party product cannot be enforced, the claim against the supplier remains, subject to Section VIII (Limitation of Damages). With regard to third-party software products (e.g. Microsoft, Windows), the supplier points out that it assumes no warranty whatsoever for their freedom from errors. In the event of defects, the customer must contact the manufacturer directly.
2. The customer's right to assert claims for defects becomes time-barred 12 months after delivery of the delivery item. The statutory limitation periods remain unaffected in cases of intent, fraudulent intent, injury to life, body or health and for claims under the German Product Liability Act.
3. No warranty is assumed for damage resulting from the following: unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling – in particular excessive stress

– unsuitable operating materials, replacement materials, chemical, electrochemical or electrical influences, unless they are attributable to the fault of the supplier.

4. After consultation with the supplier, the customer must give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries that the supplier deems necessary at its reasonable discretion; otherwise the supplier is released from liability for defects. If the supplier is in default with remedying the defect, the customer has the right to remedy the defect itself in a professional manner or have it remedied by professional third parties and to demand reimbursement of its reasonable costs from the supplier.
5. The replacement part and the repair are covered by the same warranty as the delivery item.
6. The supplier may refuse to remedy defects as long as the customer does not fulfil its obligations, in particular if it unlawfully withholds payment of a part of the price that is disproportionate to the defect (see VI).
7. Liability for the consequences of modifications or repairs carried out by the customer or third parties without the supplier's consent is excluded.
8. The supplier accepts no liability for the suitability of the delivered goods for the purposes intended by the customer, unless suitability for that purpose has been expressly agreed as a quality characteristic or guaranteed.
9. **Used delivery items:** Used machines and plants are delivered in the condition inspected at the conclusion of the contract or described in the offer. The supplier is liable for defects in used delivery items in accordance with Nos. 1 to 8 within 12 months of delivery, unless otherwise agreed in the offer or order confirmation. Wear and tear due to age and use does not constitute a defect.

VIII. Limitation of Damages

In all cases of liability under these General Terms and Conditions, the following limitation of damages applies:

1. Liability for damage not foreseeable by the supplier, in particular damage not caused to the delivery item itself, is excluded unless the supplier has acted intentionally or with gross negligence.
2. Claims for damages are limited to the benefits of the supplier's business liability insurance.
3. The above exclusions and limitations of liability do not apply in cases of intent or gross negligence, injury to life, body or health, the assumption of a guarantee, fraudulent concealment of a defect, or claims under the German Product Liability Act.

IX. Retention of Title

1. The goods delivered by the supplier remain the property of the supplier until all present claims against the customer and all future claims, insofar as they are connected with the delivered goods, have been settled.
2. The customer may neither pledge the delivery item nor transfer it by way of security. The customer must notify the supplier in writing without delay of any access by third parties, in particular seizures and confiscations, and must inform the third party of the supplier's retention of title. The customer must immediately provide the documents and declarations required or deemed expedient by the supplier to substantiate the release request. The customer bears the costs incurred in lifting the seizure and recovering the delivery item. If the customer is more than 30 days in arrears with an instalment of the purchase price, the supplier is entitled, after setting a grace period of 7 days, to take back the delivery item on the basis of the retention of title. Any right of retention of the customer is excluded.
3. Processing or transformation of the goods subject to retention of title is carried out for the supplier as manufacturer within the meaning of Section 950 BGB, without obligating the supplier.
4. If goods owned by the supplier are processed with other items, the supplier acquires co-ownership of the new item in the ratio of the value of the delivery item to the value of the other processed items at the time of processing. The customer shall store the new item for the supplier free of charge with customary care.
5. The customer undertakes to insure the delivery item adequately against theft, fire and damage while it is subject to retention of title.

X. Drawings, Software Products

1. Drawings, illustrations, photos, video recordings, films, sketches, circuit diagrams, process descriptions and software provided to the customer, as well as the know-how on which the supplier's offers are based, remain the inalienable property of the supplier and may not be disclosed to third parties, in whole or in part or as copies, nor reproduced without the supplier's written consent. Drawings and other representations are not binding for the execution of the delivery.
2. Software products included in the scope of delivery are not sold but only licensed for use. The software product may only be used for the machine/plant for which it was licensed. The customer may not copy the software product or use it for further, additional machines/plants. The customer may not decompile or otherwise reverse engineer the software product, not even in part. The software product is supplied in machine construction code (source code).

XI. Place of Performance and Jurisdiction

The place of performance is Weyhe, Germany. To the extent permitted by law, the place of jurisdiction is the supplier's registered office in Weyhe; the supplier is also entitled to bring an action at the customer's registered office. German law applies additionally to all contractual relationships. Only the German version of these terms is authoritative.

XII. UN Convention on Contracts for the International Sale of Goods

The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.