

GENERAL TERMS AND CONDITIONS OF SALE

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for an
excellent finish

I. SCOPE OF APPLICATION

- (1) Our Terms and Conditions of Sale apply exclusively to all our quotations and to all orders placed with us. Conflicting, deviating or supplementary terms and conditions on the part of the Buyer are not recognized unless we have expressly agreed to their validity. Our Terms and Conditions of Sale apply even if we effect delivery to the Buyer without reservation in the knowledge of conflicting, deviating or supplementary terms and conditions on the part of the Buyer.
- (2) Our Terms and Conditions of Sale apply only if the Buyer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- (3) Our Terms and Conditions of Sale also apply to all future transactions with the Buyer without us having to refer to them again in each individual case.

II. PRICES

- (1) Unless otherwise stated in the order confirmation, the prices valid on the day of delivery are applicable.
- (2) Our prices are ex works and do not include packaging; to these are added shipping costs and packaging expenses calculated at cost price as well as statutory value added tax.
- (3) The minimum order value is €200.00. If the value of the order is less than this, we charge a processing fee of €20.00.
- (4) We reserve the right to deliver up to 10 percent more or less of the ordered quantity for production reasons and to invoice accordingly.
- (5) If the costs relevant for calculating the price (hereinafter: 'cost factors') increase in the period between the conclusion of the contract and the delivery date, we are entitled to adjust the prices at our reasonable discretion. A price adjustment (which includes both price increases and price reductions) may be considered in particular if the costs for the following cost factors increase or decrease:
 - Freight costs
 - Surcharges for freight to foreign countries
 - Energy surcharges
 - Other transparent cost factors

Cost factors should be netted here, i.e. increases in one cost factor should be offset against reductions in other cost factors and vice versa.

III. TERMS OF PAYMENT

- (1) Payment must be made in full to one of our accounts within 30 days of the invoice date.
- (2) The statutory provisions are applicable with regard to late payment.
- (3) If the Buyer falls into arrears with the payment of an invoice amount (Section 286 BGB), all our outstanding claims against the Buyer will become due for payment immediately; we are also entitled to make all outstanding delivery obligations dependent on prior payment (cash in advance) or the provision of appropriate securities.
- (4) The Buyer has a right of set-off or retention only to the extent that their counterclaim has been legally established or is undisputed.

IV. DELIVERY TIME

- (1) Delivery times are agreed individually.
- (2) The delivery period commences on the date of our order confirmation or, in the event of a subsequent change to the order, on the date of confirmation of this change. The delivery period is deemed to have been adhered to if, prior to its expiry, the delivery item has left the factory or the Buyer has been notified that the goods are ready for shipment.

- (3) Adherence to the agreed delivery time is subject to the timely and proper performance of the contractual obligations incumbent on the Buyer. We reserve the right to plead non-performance of the contract.
- (4) Goods ordered on call will be stored by us free of charge for a maximum of three months. After expiry of this period, we will offer the goods to the Buyer and set a deadline for their acceptance. If they are not accepted, we may withdraw from the contract and demand compensation instead of performance.
- (5) If the Buyer defaults on acceptance or culpably breaches other duties of cooperation, we are entitled to demand compensation for the loss or damage incurred by us in this respect, including any additional expenses.

V. PACKAGING, SHIPMENT, TRANSPORTATION RISK

- (1) Unless otherwise stated in the order confirmation, delivery ex works is agreed.
- (2) Shipment is at the Buyer's risk, including freight paid shipment. The risk of accidental loss or accidental deterioration of the purchased goods passes to the Buyer upon delivery of the goods to the shipping agent or, in the event of a delay in shipment for which we are not responsible, upon notification of readiness for shipment.
- (3) The risk of accidental loss or accidental deterioration of the purchased goods also passes to the Buyer at the point in time when the Buyer defaults on acceptance or payment. We reserve the right to assert further claims.
- (4) We are free to choose the means of transportation. Additional costs for an accelerated or special mode of transportation requested by the Buyer will be borne by the Buyer.
- (5) Goods are packaged as is customary in the trade; goods from the finished goods warehouse are packaged on the basis of packaging units. Transport packaging and all other packaging in accordance with the German packaging regulations is non-returnable, with the exception of EURO pallets. The Buyer is obliged to dispose of the packaging at their own expense.
- (6) If the Buyer so wishes, we will take out transport insurance for the delivery; the costs incurred in this respect are borne by the Buyer.
- (7) Cases of force majeure release the contracting parties from their contractual obligations for the duration of the disruption and to the extent of its impact. Force majeure is any event beyond the control of the respective contractual partner that prevents said contractual partner from fulfilling its obligations in whole or in part. This includes but is not limited to labor disputes, civil unrest, government measures or similar unforeseeable and unavoidable events. The contracting parties are obliged to inform each other without delay and within the bounds of reasonableness of the occurrence and cessation of force majeure and to adapt their obligations in good faith to the circumstances. If the delivery period is exceeded by more than three months or if it becomes apparent that delivery will not be possible for a longer period, both parties are entitled to withdraw from the contract.

VI. RETENTION OF TITLE

- (1) We reserve title to the purchased goods delivered by us until payment of all claims from the entire business relationship, including those from checks, bills of exchange or a current account relationship; in the latter case, the reservation refers to the recognized balance.
- (2) If the Buyer acts in breach of contract, in particular in the event of late payment, we are entitled, after setting a reasonable deadline, to demand the return of the purchased item. Our demand for the return of the purchased item constitutes a withdrawal from the contract (Section 449 (2) BGB). After

taking back the purchased item, we are authorized to realize its value to the best of our ability; the proceeds of such realization will be credited against the Buyer's liabilities, less reasonable realization costs.

- (3) The Buyer is obliged to store the purchased item carefully and to insure it adequately at their own expense against fire, water and theft at replacement value. The Buyer hereby assigns to us any claims arising from the insurance contracts.
- (4) The Buyer is entitled to resell the purchased item in the ordinary course of business; this does not apply if the Buyer's customer insists on a prohibition of assignment with regard to the purchase price claim. In the event of resale, the Buyer must make the transfer of ownership dependent on payment in full for the purchased item.
- (5) The Buyer hereby assigns to us all claims against their customers or third parties arising from the resale together with all ancillary and security rights including bills of exchange and checks to cover all claims accruing to us from the business relationship. We accept the assignment. If the purchased item is sold with other goods or after further processing in a mixed or combined state, the assignment is limited to the invoice value (including VAT) of the purchased item. If there is a current account relationship with the Buyer, the assignment is limited to the recognized balance or, if the Buyer is insolvent, to the causal balance. The Buyer remains authorized to collect these claims even after the assignment, but may neither assign nor pledge them. Our authorization to collect the claims ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the Buyer meets their payment obligations and does not default on payment, and provided in particular that no application for the opening of insolvency proceedings has been filed and payments have not been suspended. Should this be the case, however, the authorization to collect the claim will expire and we can demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and discloses the assignment to the debtors.
- (6) In the event that the purchased item is processed, mixed or combined, such processing, mixing or combination always being carried out on our behalf, the retention of title will extend to the newly created products at their full value and we will be deemed to be the manufacturer. If the purchased item is processed together with goods belonging to third parties or combined or mixed with them, we will acquire co-ownership of the new products in the ratio of the invoice value (including VAT) of our purchased item to the invoice value of the other items. In all other respects, the same applies to the item created by processing as to the purchased item delivered under reservation of title. If the item is combined or mixed with a principal item, it is agreed that the Buyer will transfer proportional co-ownership to us. The Buyer will safeguard the resulting sole or co-ownership on our behalf.
- (7) The Buyer is not authorized to pledge, transfer ownership by way of security or otherwise encumber the goods. The Buyer is obliged to inform us without delay of access by third parties to the purchased item, particularly seizures, and to provide us with any and all information and documents required to enable us to file a third-party action against seizure in accordance with Section 771 of the German Code of Civil Procedure (ZPO) or to assert segregation rights or separate satisfaction.
- (8) If the realizable value of the securities to which we are entitled exceeds our claims to be secured by more than 10 percent, we are obliged to release the securities to this extent at the Buyer's request. We will select the securities to be released.

VII. WARRANTY

- (1) The Buyer's rights in the event of material defects or defects of title are governed by the statutory provisions unless otherwise stipulated below.
- (2) The Buyer's rights in the event of defects are conditional upon the Buyer having duly fulfilled their obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).
- (3) Minor deviations in the color, appearance and dimensions of the goods that are customary in the trade do not constitute grounds for complaint.
- (4) In the event of a legitimate complaint regarding defects, we are entitled, at our discretion, to subsequent performance in the form of rectification of defects or delivery of a new defect-free item. If the type of subsequent performance chosen by us

is unreasonable for the Buyer in a particular case, the Buyer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected (Section 439(4) BGB).

- (5) If the subsequent performance is not successful, the Buyer is entitled, at their discretion, to withdraw from the contract or demand a reduction in price.
- (6) Claims by the Buyer for damages or reimbursement of futile expenses are only valid in accordance with Section VIII. even in the case of defects and are otherwise excluded.

VIII. LIMITATION OF LIABILITY

- (1) In the event of a breach of contractual or non-contractual obligations, we are liable in accordance with the statutory provisions, taking into account the following regulations.
- (2) We are liable for damages, regardless of the legal nature of the asserted claim, only in the case of intent or gross negligence.
- (3) In the event of simple negligence, we are liable only
 - for damages resulting from loss of life, physical injury or damage to health
 - for damages arising from the not insignificant breach of a material contractual obligation.

A material contractual obligation is an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the Buyer regularly relies and may rely; in these cases, liability is limited to the foreseeable, typically occurring loss or damage.
- (4) Where liability for damages against us is excluded or limited, this also applies with regard to the personal liability of our employees, staff, representatives and other agents.
- (5) Our mandatory liability under the German Product Liability Act (ProdHaftG) remains unaffected.

IX. LIMITATION OF ACTIONS

- (1) The limitation period for claims for defects is 12 months from the transfer of risk.
- (2) This only applies where longer periods are not prescribed by law (in particular Section 438(1) Nos. 1 and 2, Section 444, and Section 445b BGB).
- (3) The above limitation periods also apply to contractual and non-contractual claims for damages on the part of the Buyer based on a defect in the goods unless the application of the regular statutory limitation period (Sections 195 and 199 BGB) would lead to a shorter limitation period in individual cases. The shortened limitation period is not applicable to claims for damages in cases of intent or gross negligence, in the event of loss of life, physical injury or damage to health, or under the German Product Liability Act.

X. DATA PROTECTION

- (1) In accordance with the GDPR, we hereby point out that personal data necessary for the performance of the contract will be stored.

XI. PLACE OF JURISDICTION, PLACE OF PERFORMANCE

- (1) Unless otherwise stated in the order confirmation, the place of performance for all obligations arising from the contractual relationship is our Hamburg plant.
- (2) If our contractual partners are merchants, legal entities under public law or special funds under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Hamburg. The same applies if our contractual partner is an entrepreneur within the meaning of Section 14 BGB.
- (3) The contractual relationship is subject to the law of the Federal Republic of Germany; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.