

General Terms and Conditions

Delivery and assembly conditions

Status 01.01.2024

§ 1 Scope of application

1. These General Terms and Conditions apply to all our offers, purchase and work contracts, deliveries and services as well as other contractual services in commercial transactions. They shall also apply to all future business relationships, even if they are not expressly agreed again.
2. Furthermore, these terms and conditions also apply to all agreements concluded as a result of a concluded contract, such as maintenance and repair contracts
3. Our terms and conditions of business shall also apply if counter-confirmations are made by the contractual partner with reference to its own terms and conditions of business or purchase. Such counter-confirmations are hereby expressly rejected.
4. Deviations from these terms and conditions are only effective if they are agreed in writing or confirmed by us in writing.

§ 2 Offer or conclusion of contract

Offers - including in brochures, advertisements, etc. - are subject to change and non-binding unless they are expressly marked as binding. This also applies to price quotations. Drawings, illustrations, dimensions, weights and other performance data are only binding if this is expressly agreed in writing. We reserve the right to make changes in the course of technical progress. The buyer is bound to his order for four weeks. Orders require our written confirmation to be legally effective. Collateral agreements, amendments and supplements are only effective with our written confirmation. Our sales staff are not authorized to make verbal collateral agreements or give verbal assurances that go beyond the content of the written contract.

§ 3 Prices

The prices quoted by us are exclusive of packaging and shipping costs. If no other method of payment has been agreed in writing, we shall deliver cash on delivery at the customer's expense. If there are more than four months between the conclusion of the contract and the delivery date, the prices valid at the time of delivery shall apply.

§ 4 Delivery times

Delivery dates and deadlines require a written agreement to be effective and are always non-binding, unless expressly agreed otherwise. All delivery dates are subject to correct and timely delivery to us. Partial deliveries are permissible.

§ 5 Shipment and transfer of risk

Shipment shall be at the risk and expense of the buyer. The risk shall pass to the buyer as soon as the consignment has been handed over to the person carrying out the transportation or has left our warehouse for the purpose of dispatch. If the shipment is delayed through no fault of our own or made impossible, the risk shall pass to the Buyer upon dispatch of the notification of readiness for shipment to the Buyer. Deliveries shall be insured in the buyer's name and for the buyer's account if the buyer has given a corresponding written order.

§ 6 Warranty

For new appliances, defective goods will be repaired or, at our discretion, replaced within the warranty period of twelve months from delivery, to the exclusion of other warranty claims. Multiple repairs are permissible. Other warranty claims, in particular rescission or reduction, can only be asserted if the repair or replacement delivery has finally failed. Within the warranty period of six months from delivery of defective goods, spare parts and/or replacement devices shall be repaired or, at our discretion, replaced to the exclusion of other warranty claims. No guarantee can be given for the correctness and completeness of data in stored or printed form. If, in individual cases, a guarantee is nevertheless assumed by express written agreement, this only refers to the correctness of the data stock at the time of delivery. If files and information originate from third parties (authorities or other private or public information centers) and are taken over by us, no liability is assumed for the correctness and completeness.

§ 7 Liability

Defects must be reported by the buyer in writing without delay, at the latest within 10 days of receipt of the goods. Hidden defects that are not discovered within this period must be reported immediately after discovery. Defective delivery items must be sent to us by the buyer at his own expense. If the notice of defects is justified, we shall reimburse the Buyer for the costs incurred by a customary shipment with Deutsche Post AG or a comparable company. Any breach of the above obligations shall exclude any warranty claims against us. We are available to the buyer to the best of our knowledge to provide information and advice on the use of our products. However, we shall only be liable for this if a special fee has been agreed for this. We shall be liable without limitation for damages due to defects of title and the absence of warranted characteristics. Liability for initial incapacity is limited to 3 times the purchase price. Otherwise, we shall only be liable without limitation for intent and gross negligence, including that of our legal representatives and executive employees. We shall only be liable for the fault of other vicarious agents to the extent of the liability for initial incapacity in accordance with the preceding sentence. We shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the event of a breach of a cardinal obligation, the limitation of liability for initial incapacity in accordance with the above paragraph of this liability provision shall apply accordingly. If the buyer requests that warranty work be carried out at a location specified by him, we may comply with this request, whereby parts covered by the warranty shall not be invoiced, while working time and travel expenses shall be paid at our standard rates. Liability for normal wear and tear is excluded. In the event of non-compliance with our instructions for use and modifications to products that do not comply with the original specifications, any warranty shall be void. Without our written consent, claims against us are not assignable and can only be asserted by the buyer.

§ 8 Retention of title

We reserve title to the delivered goods until all claims existing at the time of delivery or arising later from this contractual relationship to which we are entitled against the buyer have been fulfilled. Processing and transformation shall always be carried out for us as the manufacturer, but without any obligation on our part. If the (co-)ownership is extinguished through combination, it is hereby agreed that the buyer's (co-)ownership of the uniform item shall be transferred to us in proportion to the invoice value. The buyer shall keep our (co-)ownership free of charge. Goods to which the seller is entitled to (co-)ownership are hereinafter referred to as reserved goods. The buyer is entitled to process or sell the reserved goods in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted. The purchaser hereby assigns to us in full by way of security all claims arising from the resale or for any other legal reason in respect of the reserved goods, including all current account balance claims. The buyer is already now revocably authorized to collect the claims assigned to us for his account in his own name. At our request, the purchaser must disclose the assignment, provide the necessary information and submit documents. If third parties seize the goods subject to retention of title, the buyer must point out our ownership and inform us immediately. The costs incurred as a result shall be borne by the Buyer. In the event of breach of contract by the Buyer - in particular default of payment - we shall be entitled to take back the reserved goods and, if necessary, to demand assignment of the Buyer's claims for restitution against third parties. The repossession or seizure of the reserved goods does not constitute a withdrawal from the contract, unless the Consumer Credit Act applies.

§ 9 Payment

Unless otherwise agreed in writing, our invoices are due for payment immediately without deduction. We shall be entitled, notwithstanding any provisions of the Buyer to the contrary, according to which payments are to be offset first against the Buyer's older debts, to offset the payment first against the costs, then against the interest and finally against the principal claim. If the buyer is in default, we shall be entitled to charge interest at a rate of 9% above the prime rate from the time of default. It is agreed that we may charge a flat-rate reminder fee of € 10.00 for each reminder, the costs of which are to be borne by the buyer.

If the buyer does not meet his payment obligations, in particular if a check is not honored or payments are suspended, or if we become aware of other circumstances that call the buyer's creditworthiness into question, we are entitled to declare the entire remaining debt due, even if we have accepted checks. In this case, we are also entitled to demand advance payments or security.

The Buyer shall only be entitled to offset, withhold or reduce payment, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed. We are entitled to demand payment during the contractual relationship and within the statutory currency conversion period either in German marks or in euros, at our own discretion and taking into account the statutory provisions.

§ 10 Property rights and copyrights

The buyer is obliged to inform us immediately in writing if he becomes aware of an infringement of industrial property rights or copyrights by a product supplied by us. The settlement of such claims and the defense of the buyer against claims of the owner of the rights shall be settled by us at our own expense if the infringement was caused directly by a product supplied by us. As a matter of principle, we shall endeavor to procure the right to use the product for the purchaser. If this is not

possible under economically reasonable conditions, we are entitled, at our discretion, to modify the product in such a way that the property right is not infringed or to take back the product and refund the purchase price less compensation for use. If the buyer has modified the product supplied by us or integrated it into a system or if we have designed the product on the basis of the buyer's instructions in such a way that this results in infringements of protective laws, the buyer is obliged to defend and indemnify us against claims by the owner of the infringed right and to compensate us for any other damages incurred. Our programs and the associated documentation are intended for the personal use of the purchaser, who receives a simple, non-transferable license. The purchaser may not make programs or documentation available to third parties without our prior written consent. Copies may only be made for archiving purposes, as a replacement or for troubleshooting. Any liability or reimbursement of costs by us for such copies is excluded. If originals bear a note indicating copyright protection, this must also be affixed to copies by the purchaser.

§ 11 Data protection

The customer's personal data is only collected, processed or used if the data subject has consented to this or if the Federal Data Protection Act (BDSG) or another legal provision requires or permits this. In addition, we may process and use personal data that is necessary to establish or amend a contractual relationship, including its content, insofar as this is necessary for advising the customer, for advertising and for market research for our own purposes and there is no reason to assume that the customer has a conflicting interest or has consented to the storage and use.

§ 12 Additional conditions/update service

The delivery of updates is subject to our availability. We endeavor to keep a corresponding delivery quantity available from our supplier. If an update service has to be discontinued prematurely for reasons for which we are not responsible, we are entitled to withdraw from the contract. Should claims for damages nevertheless exist against us, these shall be limited to cases of gross negligence and intent. Within the scope of the duty to minimize damages, the purchaser is obliged to procure the required data stocks in another reasonable manner. Liability for consequential damages is excluded.

§ 13 Place of performance and jurisdiction

The place of performance is our registered office. If the buyer is a merchant and the contract is part of his commercial business, the place of jurisdiction for all legal disputes shall be our registered office. In this case, however, we are also entitled to assert our claims before the courts of the buyer's general place of jurisdiction. Any exclusive place of jurisdiction shall remain unaffected. All legal relationships between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties.

§ 14 Severability clause

Should individual provisions in these terms and conditions be or become void, ineffective or contestable, this shall not affect the effectiveness of all other provisions or agreements. In place of an invalid provision, a valid provision shall be deemed to have been agreed which comes closest to the intention of the parties. This applies accordingly to any loopholes that need to be filled.