

- 1. Scope of Application:** Our delivery of goods and services is subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered binding if they have been confirmed by us in written form, § 126 German Civil Code (BGB). Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.
- 2. Offers, Contracts:** Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us. The termination or amicable cancellation of a contract must be in written form, § 126 BGB.
- 3. Prices:** Our prices are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally at the statutory rate in effect on the invoice date.
- 4. Payment, Set-off:**
 - 4.1** Payment to us by purchaser shall be effected latest 5 days after the delivery or the performance of services.
 - 4.2** Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.
 - 4.3** We have the right to assign claims from the business relationship to third parties.
- 5. Place of Performance, Shipment:**
 - 5.1** The place of delivery or performance shall be our place of production or storage.
 - 5.2** If shipment has been agreed to be included, we shall ship the goods at purchaser's risk. Furthermore, we shall determine the manner of shipment, shipment route and carrier.
- 6. Partial Delivery, Performance, Objections, Incoterms®:**
 - 6.1** Partial delivery and performance shall to a reasonable extent be permitted.
 - 6.2** Our contractual obligations are subject to correct and timely delivery of products and services by our sub-suppliers, provided that we have diligently entered into congruent procurement agreements (*kongruentes Deckungsgeschäft*) and the incorrect or late delivery is not due to any fault on our part.
 - 6.3** The Incoterms® 2020 shall determine the application and interpretation of the trade terms.
- 7. Delivery Schedules, Delay:**
 - 7.1** If we fail to comply with the agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional delivery or performance period of reasonable length, such period to be at least three (3) weeks.
 - 7.2** If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to exercise its option to rescind the contract or claim damages instead of delivery (*Schadensersatz statt der Leistung*), purchaser shall first grant us in writing a further reasonable period for delivery or performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period, whether purchaser intends, as a result of the delay, to rescind and/or claim damages instead of delivery (*Schadensersatz statt der Leistung*), or insists on delivery/performance.
- 8. Transport Insurance:** We are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced value of the goods.
- 9. Retention of Title:**
 - 9.1** The goods sold shall remain our property until all our claims against purchaser arising from our business relationship with purchaser have been satisfied.
 - 9.2** If the goods have been processed by purchaser, our retention of title shall extend to the new products. If the goods have been processed, combined or mixed by purchaser with goods of others, we acquire joint title pro rata to that part of the new products representing the invoiced value of our goods in relation to the total value of the other goods which have been processed, combined or mixed.
 - 9.3** In the event our goods are combined or mixed with goods of purchaser or of any third party, purchaser hereby assigns to us its rights with regard to the new products. If purchaser combines or mixes our goods with goods of a third party for payment, purchaser hereby assigns to us its right to payment from such third party.
 - 9.4** Purchaser may, in the ordinary course of its business, resell any goods which are subject to our retention of title or sell the new products. If, upon such sale/resale, purchaser does not receive the full purchase price in advance or upon delivery of such goods or new products, purchaser shall agree with its customer a retention of title arrangement on the same terms as set out herein. Purchaser hereby assigns to us all its claims arising from such sale/resale and its rights arising from the said retention of title arrangement. Upon our request, purchaser shall inform its customer of such assignment of rights and provide us with the information and documents necessary to enforce our rights. Notwithstanding the foregoing, purchaser shall only be entitled to collect payments from claims arising from such sale/resale if purchaser has satisfied its liabilities to us.
 - 9.5** In the event that the security interests granted to us exceed the value of our claims, we shall, upon request of purchaser, release such security interests as we deem appropriate. The exercise of our right of retention of title may only be regarded additionally as a rescission with our prior consent made in writing.
- 10. Force Majeure:** A Force Majeure event means circumstances beyond our reasonable control which could not have been reasonably prevented by us and that diminish or impede our ability to fulfill our contractual obligations. Such circumstances include, without limitation, disruptions of production, shipping, reception or transport facilities or transport means, war, explosion, fire, floods, epidemics, strikes, lockouts or orders of authorities as well as shortage of energy or raw material supplies. A Force Majeure event also occurs where our sub-suppliers or affiliates (§§ 15 et seqq. AktG) are affected by any of the above circumstances. A Force Majeure event releases us from our contractual obligations for the duration and to the extent of the event and will not result in the right to claim for damages.
- 11. Product Information:** Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications in their current version. Any information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us as such in written form, § 126 BGB. Written and verbal information about goods, equipment, plant, applications, processes and process instructions is based on research and experience in the field of applied engineering. We provide such information, which is accurate to the best of our knowledge, subject to our right to modify and further develop it and such information shall not be binding. The aforesaid shall not release purchaser of its obligation to verify the suitability of our goods for the use intended by purchaser. This shall also apply to the protection of third parties' intellectual property rights.
- 12. Complaints:** All claims, particularly those relating to defects and delivery shortfalls, must be submitted to us in writing without delay, but not later than 10 days from the delivery of goods or, in the case of latent defects, within 5 days from the date such defect(s) is discovered or should have been discovered through reasonable investigation. If purchaser does not notify us of claims within such time period or in the agreed form, our goods or services referred to in such noncompliant notice shall be deemed to be delivered or performed in accordance with the contract. If purchaser, knowing of defects, accepts our goods or services, purchaser shall only be entitled to raise a claim for such defects if purchaser has reserved such rights in writing at the time of delivery. Notice of claims arising out of damage in transit must be lodged additionally by purchaser directly with the carrier within the period specified in the contract of carriage and we shall be provided with a copy thereof.
- 13. Rights of Purchaser in Case of Defects:**
 - 13.1** Purchaser shall have no right to remedies for a defect in our goods or services if the contractually agreed characteristics of the goods and services are only substantially impaired. In the event of justified and rightfully raised defect claims of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.
 - 13.2** Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. For the avoidance of doubt, Section 14 shall apply to claims for damages and refund under this Section 13.2.
 - 13.3** Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions exceeding the statutory rights in cases of defects.
 - 13.4** Recovery claims by purchaser against us according to § 445a BGB are hereby excluded unless we may not rely on such exclusion according to § 478 par. 2 phrase 1 (in conjunction with par. 3 where applicable) BGB.
- 14. Liability:**
 - 14.1** We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for damages and claims for expenses of purchaser, irrespective of the legal basis therefore, (i) in the event of intentional misconduct or gross negligence (*grobe Fahrlässigkeit*) on our part, the part of our legal representatives, employees or persons employed to perform our obligations, or (ii) if the breach of our contractual obligations violates the essence of the contract and purchaser relies, and is entitled to rely on the fulfillment of such obligations (essential obligations). In the event of slight negligence (*einfache Fahrlässigkeit*) in breach of essential obligations, our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature. The amount of this typical damage is limited to Euro 100,000 or twice the invoiced value of the goods or services in question if this value exceeds Euro 100,000.
 - 14.2** The aforementioned exclusion and limitation of liability shall not apply in cases of damage to life, body or health, or mandatory liability under the Product Liability Act (ProdHaftG) or in other cases of mandatory liability.
- 15. Time Limits:** Purchaser's right to claim for warranty, damages or expenses shall expire 1 year from the commencement of the time limit stipulated by law, except for defect claims in relation to goods that were used appropriately in construction and have caused the building to be defective in which case the time limit shall be 4 years. The above time limits shall not apply if we have acted intentionally or in cases of damage to life, body or health, mandatory liability under the Product Liability Act (ProdHaftG) or in other cases of mandatory liability.
- 16. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Rescission:**
 - 16.1** Purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the goods. In particular, but not limited to, the purchaser shall not use, sell or otherwise dispose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs; in violation of embargoes; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations.
 - 16.2** Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim for damages.
 - 16.3** We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.
 - 16.4** If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier's declaration, invoice declaration) without signature. We confirm that the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth in Art. 63 par. 3 Commission Implementing Regulation (EU) No. 2015/2447.
- 17. Place of Jurisdiction:** The exclusive place of jurisdiction shall be our commercial domicile. If we take legal actions against purchaser, we shall also have the option to institute legal proceedings at purchaser's place of jurisdiction (*allgemeiner Gerichtsstand*).
- 18. Applicable Law:** The contract and the legal relationship with purchaser shall be governed by the substantive laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 19. Severability:** Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.