



Art. 1 General

1.1. The following Terms and Conditions are valid for all our offers, sales, deliveries and services and shall be of the essence. They do not apply if our contractual partner is a private person and is not acting in a professional or commercial capacity in the context of our business relationship. They also apply to all future business relations, even if they are not expressly agreed upon again.

1.2. We hereby expressly reject any deviating or supplementary general terms and conditions of the buyer. They shall also not apply if the buyer has based their order or other declaration on them.

Art. 2 Offers and Orders

2.1. Our offers are subject to change without notice, unless they have been designated as binding in writing. A contract therefore only becomes valid and effective once we issue an order confirmation or deliver the goods.

2.2. Dimensions, weights, images, drawings and other documents that are part of our non-binding offers remain our property and are only approximate representations of the products. Only with our express written confirmation can they become binding contractual content.

Art. 3 Doubtful Solvency

3.1. If, after conclusion of the contract, we become aware of circumstances that give rise to doubts about the solvency of the buyer, we may make further deliveries dependent on advance payment for the goods by the buyer. We may set the buyer a reasonable deadline for the advance payment for the goods and withdraw from the contract if the advance payment is not received by us within the set time period; the buyer may provide security by means of a bank guarantee instead of the advance payment. If we have already delivered the goods, the purchase price is due immediately without deduction, regardless of any agreed payment deadlines.

3.2. Doubts as to the solvency of the buyer are justified, among other things, if an application for the opening of insolvency proceedings has been filed against the buyer's assets or if the buyer fails to make payments to us or third parties on time.

Art. 4 Prices

4.1. Our prices are "ex works" unless otherwise agreed with the buyer. The packaging costs are not included in the price.

4.2. Statutory value-added tax is not included in our prices and will be shown separately in the invoice at the statutory rate applicable on the day of invoicing.

4.3. If more than 4 months elapse between the date of contract conclusion and the date of delivery, without this being due to a delay in delivery for which we are responsible, and if the price of the ordered products has changed during this period, we may charge the price applicable on the date of delivery instead of the agreed purchase price. We will send the buyer an appropriately amended order confirmation before delivery. In this case, the buyer may, in respect of the goods for which the price has been increased, withdraw from the purchase order. The buyer must declare their withdrawal in writing at the latest on the 5th working day after receipt of the amended order confirmation.

Art. 5 Delivery Time

5.1. All stated delivery dates are non-binding and are considered to be only approximately agreed, unless we have expressly designated them as binding. In the case of non-binding delivery dates, a delivery within 14 days of the stated delivery date shall in any case still be deemed to be on time.

5.2. If we are culpably unable to meet an expressly agreed deadline or are in default for other reasons, the buyer must grant us a reasonable grace period, which begins on expiry of the original deadline. If this period of grace expires without result, the buyer is entitled to withdraw from the contract.

5.3. If performance is temporarily impossible or considerably impeded for us in whole or in part due to force majeure or other exceptional circumstances beyond our control, the agreed delivery period shall be extended



by the duration of the impediment to performance. The same applies to a statutory deadlines or a period set by the purchaser for the provision of services, in particular for grace periods in the event of default.

5.4. The buyer is not entitled to withdraw from the contract or to claim damages before expiry of the grace period granted for delivery or performance in accordance with paragraph 3. If the hindrance to performance lasts for longer than 4 weeks, both the buyer and we are entitled to withdraw from the contract if the contract has not yet been executed. If the contract or legal provisions grant the buyer the right to withdraw from the contract (e.g. due to loss of interest) without setting a grace period, this right remains unaffected.

5.5. In the event of any delay in delivery, unless it is due to intent or gross negligence, claims for damages of any kind are excluded.

Art. 6 Dispatch

6.1. The dispatch shall be made on account of the buyer. The risk is transferred to the buyer with the loading of the goods, even if freight-free delivery has been agreed and/or the shipment is made with our own vehicles. We are under no obligation to provide transport insurance.

6.2. Unless expressly agreed otherwise in writing, we are entitled to make partial deliveries to a reasonable extent, which will be invoiced individually.

Art. 7 Payment

7.1. Our invoices are payable within 30 days of the invoice date without deduction.

7.2. The buyer shall be in default even without a reminder from us if they do not pay the purchase price within 8 days of the due date and receipt of the invoice or an equivalent payment schedule.

7.3. If the buyer is in default with a payment, all their payment obligations from the business relationship with us – including those for which bills of exchange have been given – shall become due immediately. In this case, we are entitled to charge interest at the statutory rate from that point in time. The seller reserves the right to prove higher damages.

7.4. Bills of exchange shall only be accepted by prior agreement and if discountable on account of performance, without granting any early-payment discount to the buyer. Payments by cheque/bill of exchange procedure are also only accepted on account of performance. The purchase price claim shall only expire after the bills of exchange have been fully honoured. Expenses for bills of exchange, cheques and discounts will be charged separately and are to be paid immediately without deduction.

7.5. Even if notices of defects or counterclaims are asserted, the buyer is only entitled to offsetting if the counterclaims have been legally established, have been recognised by the seller or are undisputed. The buyer is only entitled to exercise a right of retention if their counterclaim is based on the same purchase contract.

Art. 8 Warranty/Liability

8.1. The buyer must inspect the received goods for completeness, transport damage, obvious defects, condition and their properties. Obvious defects must be reported to us in writing by the buyer within 1 week of delivery of the contractual items.

8.2. We are not obliged to accept a warranty claim if the buyer has not notified us of an obvious defect in writing in due time. Insofar as there is a defect in the goods for which we are responsible and which has been reported in writing by the buyer in good time, we are obliged to provide subsequent performance – to the exclusion of the buyer's rights to withdraw from the contract or to reduce the purchase price – unless we are entitled to refuse subsequent performance on the basis of statutory provisions. The buyer must grant us a reasonable period of time for subsequent performance for each individual defect.

8.3. Subsequent performance can be carried out at the choice of the buyer by eliminating the defect or delivering new goods. We are entitled to refuse the type of subsequent performance chosen by the buyer if it is only possible subject to disproportionate costs. The buyer shall not be entitled to a reduction of the purchase price or withdrawal from the contract during subsequent performance. A rectification of defects shall be deemed to have failed after the second unsuccessful attempt. If the subsequent performance has failed or if the seller has

refused the subsequent performance altogether, the buyer may, at their own discretion, demand a reduction of the purchase price or declare their withdrawal from the contract.

8.4. The buyer can only assert claims for damages due to the defect under the following conditions if the subsequent performance has failed or if we refuse the subsequent performance. The right of the buyer to assert further claims for damages under the following conditions remains unaffected.

8.5. We shall be liable without limitation in accordance with the statutory provisions for intentional or grossly negligent breaches of duty as well as for damages resulting from injury to life, body or health. Otherwise, we shall only be liable if the breached contractual obligation is clearly of essential importance for achieving the purpose of the contract, and only to a limited extent up to the amount of typically foreseeable damage.

8.6. The limitation of liability according to paragraph 5 shall apply accordingly to claims for damages other than contractual claims, in particular claims arising from tort, with the exception of claims under the Product Liability Act. It shall also apply in favour of our employees, workers, representatives and vicarious agents.

8.7. Insofar as we have given a guarantee for the quality and/or durability of the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damage which is based on non-compliance with the guaranteed quality or durability, but not occurring directly on the goods, if the risk of such damage is clearly covered by the guarantee of quality and durability.

8.8. We shall also be liable for damages caused by simple negligence insofar as this negligence concerns the breach of such contractual obligations the observance of which is of particular importance for the achievement of the purpose of the contract (cardinal obligations). However, we are only liable insofar as the damages are typically associated with the contract and are foreseeable. We shall not be liable for simple negligent breaches of secondary obligations not essential to the contract. The limitations of liability shall also apply insofar as the liability for the legal representatives, executive employees and other vicarious agents of the seller is affected.

8.9. Any further liability is excluded regardless of the legal nature of the claim made. To the extent that the liability of the seller is excluded or limited, this also applies to the personal liability of their employees, workers, representatives and vicarious agents.

Art. 9 Retention of Title

9.1. We reserve the title to the goods (reserved goods) until receipt of all payment claims arising from the purchase contract. The delivered goods shall only become the property of the buyer once the buyer has fulfilled all their obligations arising from the business relationship, including ancillary claims, claims for damages and the cashing of cheques and bills of exchange. In the case of the cheque/bill of exchange procedure, the reservation of title in all its forms listed here does not expire with the payment by cheque, but only when the bill of exchange is honoured.

9.2. The buyer must inform us immediately in writing of any assertion of claims by third parties affecting possession of the goods, in particular of enforcement measures and other impairments of the buyer's possession of the goods. The buyer shall compensate us for all damages and costs incurred by a breach of this obligation and by necessary defence measures against seizure of the goods by third parties.

9.3. If the buyer does not meet their payment obligations despite a reminder from our side, we can demand the return of the reserved goods still in their possession without prior notice. The transport costs incurred in this connection shall be borne by the buyer. The seizure of the reserved goods by us always constitutes a withdrawal from the contract. After reclaiming of the goods subject to retention of title, we shall be entitled to sell them. The proceeds of the sale shall be set off against our outstanding claims.

Art. 10 Place of Performance

The place of performance for payments is Kempten; for our deliveries of goods the place of dispatch.

Art. 11 Data Processing

The buyer agrees that we may process, in particular store or transfer to a credit protection organisation, the data on the buyer received in connection with the business relationship in compliance with the Federal Data Protection Act for the fulfilment of our own business purposes, provided that this is done within the scope of

the purpose of the contract or is necessary to safeguard our legitimate interests and there is no reason to assume that the buyer's interest worthy of protection outweighs our interest in the processing, in particular the transfer, of this data.

Art. 12 Severability Clause

Amendments or supplements to the contract or these General Terms and Conditions must be made in writing to be effective. Should any provision of these General Terms and Conditions of Delivery and Payment be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the General Terms and Conditions of Delivery and Payment.

Art. 13 Place of Jurisdiction and Applicable Law

13.1. The contractual relationship between the buyer and us shall be governed exclusively by the law of the Federal Republic of Germany, even if the buyer has their place of residence or business abroad. The application of the Uniform Law on the International Purchase of Movable Goods and the Law on the Conclusion of International Purchase Contracts for Movable Goods is excluded.

13.2. The buyer is not entitled to assign claims from the purchase agreement without the consent of the seller.

13.3. If the buyer is a merchant, legal entity under public law or a special fund under public law, the place of jurisdiction for both parties – also for actions concerning bills of exchange and cheques – shall be Kempten. However, we are also entitled to sue the buyer at their general place of jurisdiction.

Kempten, June 2021

