

General Terms and Conditions of Sale for Businesses (GTC)

(Applicable exclusively to commercial buyers pursuant to § 14 BGB)

Note: These General Terms and Conditions are governed by German law (BGB/HGB). References to statutory provisions (§§) refer to the German Civil Code (BGB), German Commercial Code (HGB), and other applicable German legislation. The German version shall prevail in case of any discrepancy.

1. Scope of Application

- 1.1 These General Terms and Conditions of Sale ("GTC") apply to all our business relationships with our customers ("Buyer"). The GTC apply only if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law within the meaning of § 310 para. 1 BGB.
- 1.2 Our GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their validity. This consent requirement also applies if the Buyer refers to its own GTC in the course of placing an order and we have not expressly objected to them.
- 1.3 These GTC apply to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC in the version valid at the time of the Buyer's order, or as last communicated to the Buyer in text form, shall also apply as a framework agreement to future contracts of a similar nature, without requiring us to refer to them again in each individual case.
- 1.4 Individual agreements made with the Buyer in specific cases (including side agreements, additions, and amendments) and information in our order confirmation shall take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 1.5 Legally significant declarations and notifications by the Buyer regarding the contract (e.g. notices of defects, setting of deadlines, withdrawal, or price reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence (if applicable in cases of doubt about the legitimacy of the declaring party) remain unaffected.
- 1.6 Where references are made to the applicability of statutory provisions, these are for clarification purposes only. The statutory provisions shall apply – even without such clarification – to the extent they are not modified or excluded by these GTC.

2. Offer and Conclusion of Contract

- 2.1 Our offers are non-binding and subject to change. This also applies where we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), or other product descriptions or documents (including in electronic form). We retain all ownership and copyright in all documents provided to the Buyer in connection with the placing of an order. Such documents may not be made accessible to third parties without our express written consent.
- 2.2 The Buyer's order constitutes a non-binding contractual offer pursuant to § 145 BGB. Unless otherwise indicated by the order, we are entitled to accept this contractual offer within two weeks of its receipt.
- 2.3 Acceptance of the Buyer's contractual offer may be declared either in writing (e.g. by means of an order confirmation) or by delivery of the Goods to the Buyer. If we as Seller do not accept the Buyer's offer within the period specified in clause 2.2, any documents transmitted to the Buyer must be returned to us without delay.

3. Prices and payment terms

- 3.1 Unless otherwise agreed in writing in individual cases, our prices current at the time of conclusion of the contract shall apply ex warehouse, plus statutory value added tax (VAT). Packaging costs will be invoiced separately. Where no fixed-price agreement has been made, reasonable price adjustments due to changes in labour, material, and distribution costs are reserved for deliveries made 3 months or more after conclusion of the contract.
- 3.2 In the case of a mail-order purchase, the Buyer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the Buyer. Where we do not invoice the actual transport costs incurred, we charge a flat-rate freight fee according to the following scale:
- Parcel delivery (up to 30 kg): EUR 25.00
 - Small consignments (30–100 kg): EUR 75.00
 - Pallet consignments (100–500 kg): EUR 130.00
 - Heavy goods / machinery transport (from 500 kg): at cost (individual billing)
- All prices are exclusive of statutory VAT.
- 3.3 Any customs duties, fees, taxes, and other public levies shall be borne by the Buyer.
- 3.4 Payment of the purchase price shall be made exclusively to the following account.
Cash discount deductions are only permissible if expressly agreed in writing.

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- 3.5 Unless otherwise agreed, a down payment of 50% of the purchase price is due upon order confirmation, and the remaining 50% is due within 14 days of invoicing and delivery of the Goods. We are, however, entitled at any time – including in the context of an ongoing business relationship – to make a delivery in whole or in part only against advance payment. We shall declare such a reservation no later than in the order confirmation.
- 3.6 The Buyer shall be in default upon expiry of the above payment deadline. During the period of default, the purchase price shall bear interest at the applicable statutory default interest rate pursuant to § 288 para. 2 BGB of nine percentage points above the respective base interest rate. We reserve the right to claim further damages resulting from default. Our claim to commercial maturity interest against merchants pursuant to § 353 HGB remains unaffected.
- 3.7 If, after conclusion of the contract, it becomes apparent that our claim to payment of the purchase price is at risk due to the Buyer's inability to perform (e.g. due to an application for the opening of insolvency proceedings), we are entitled under the statutory provisions to refuse performance and, after setting a deadline if required, to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made items), we may withdraw immediately. The statutory provisions regarding the dispensability of setting a deadline remain unaffected.

4. Rights of retention and Set-Off

The Buyer shall only be entitled to rights of set-off or retention if its claim has been finally determined by a court or is undisputed, and its counterclaim arises from the same contractual relationship. In the event of defects in delivery, the Buyer's countervailing rights – in particular pursuant to clause 10.6 sentence 2 of these GTC – remain unaffected.

5. Delivery period and delay in delivery

- 5.1 Delivery periods and delivery dates indicated by us are always non-binding approximate figures, unless a binding fixed date has been expressly agreed in writing.
- 5.2 The delivery period shall be agreed individually or specified by us upon acceptance of the order.

- 5.3 Delivery periods commence on the date of the order confirmation, but not before all technical and commercial details have been fully clarified and any agreed advance payment has been received.
- 5.4 In the event of subsequent change requests by the Buyer, agreed delivery periods shall be extended by a reasonable period. We will inform the Buyer without delay of the new estimated delivery period.
- 5.5 If we are unable to meet agreed delivery periods for reasons for which we are not responsible, we shall notify the Buyer of this circumstance within three working days and simultaneously communicate the expected new delivery period. If delivery cannot be made within the newly communicated delivery period due to non-availability of the service, we shall be entitled to withdraw from the contract in whole or in part; any consideration already provided by the Buyer (in particular purchase price payments) shall be refunded without delay. Non-availability of the service shall be deemed to exist in particular if timely self-supply by our supplier has not taken place, if we have concluded a congruent covering transaction, if other disruptions in the supply chain exist (e.g. due to force majeure), or if we are not obligated to procure the goods in the individual case.
- 5.6 Events of force majeure that substantially hinder or make delivery impossible for the Seller – in particular strikes, lockouts, official orders, shortages of raw materials or energy, supply bottlenecks at upstream suppliers, natural disasters, or pandemics – entitle the Seller to postpone delivery by the duration of the impediment plus a reasonable start-up period. We shall notify the Buyer without delay of the occurrence and expected end of such an event.
- 5.7 If the impediment pursuant to clause 5.6 lasts longer than three months, both parties shall be entitled to withdraw from the contract. Claims for damages due to delivery delays or failures are excluded in such cases.
- 5.8 Self-supply reservation: The Seller is entitled to withdraw from the contract to the extent that it does not receive the delivery item through no fault of its own, despite having previously concluded a corresponding purchase agreement with its upstream supplier. The Seller is entitled to withdraw from the contract in particular if the upstream supplier exceeds the agreed delivery date by more than six weeks, thereby making it unreasonable for the Seller to fulfil its obligations to the Buyer. In the event of withdrawal, we shall notify the Buyer without delay and refund any consideration already provided without delay.
- 5.9 Whether a delivery delay on our part as Seller exists shall be determined in accordance with the statutory provisions. However, a delivery delay on our part requires a reminder from the Buyer. In the event of a delivery delay, the Buyer may claim liquidated damages for its delay loss. The liquidated damages amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but in total no more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has suffered no loss or only a lesser loss than the above liquidated amount.
- 5.10 Contractual penalties, penal clauses, or further liquidated damages claims by the Buyer for delivery or performance delays beyond the provision in clause 5.9 shall only be recognised by the Seller if the Seller has expressly agreed to them in writing.
- 5.11 The Buyer's rights pursuant to clause 10 of these GTC and our statutory rights, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

6. Exclusion of contractual penalties

- 6.1 Contractual penalties, penal clauses, or liquidated damages for delivery or performance delays shall only be recognised by the Seller if the Seller has expressly agreed to them in writing.
- 6.2 Tacit submission to contractual penalties by accepting orders or purchase conditions of the Buyer without objection shall not take place.

- 6.3 Deviating purchase conditions of the Buyer, in particular those containing penalty clauses, are expressly not recognised unless the Seller has expressly agreed to them in writing.

7. Delivery, Transfer of Risk, Acceptance, Default of Acceptance

- 7.1 Delivery shall be made ex warehouse. The warehouse also constitutes the place of performance for delivery and for any subsequent performance. If the Buyer wishes the Goods to be dispatched to a different destination (mail-order purchase), the Buyer shall bear the costs of dispatch. Unless contractually agreed otherwise, we may determine the manner of dispatch (packaging, shipping route, transport company) at our own discretion.
- 7.2 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Buyer upon handover. In the case of a mail-order purchase, the risk of accidental loss, accidental deterioration, and the risk of delay shall pass to the Buyer upon delivery of the Goods to the carrier or freight forwarder. Where contractual acceptance of the Goods has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of contract law on works and services remain unaffected. Handover or acceptance is deemed to have occurred if the Buyer is in default of acceptance.
- 7.3 If the Buyer is in default of acceptance or if our delivery is delayed for other reasons attributable to the Buyer, we shall have a claim against the Buyer for compensation for the resulting loss including additional expenses (e.g. storage costs). In such cases, we shall charge the Buyer a flat-rate compensation of EUR 50.00 per calendar day (commencing with the delivery period or, if no delivery period has been specified, with notification of readiness for dispatch). Our statutory claims (reimbursement of additional expenses, reasonable compensation, termination) and the right to prove higher damages remain unaffected.
- 7.4 Our right to prove higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; however, the flat rate shall be credited against any further monetary claims. The Buyer reserves the right to prove that we have suffered no loss or only a substantially lesser loss than the above flat rate.

8. Retention of Ownership

- 8.1 We retain title to the delivered Goods until all of our present and future claims arising from the purchase contract and an ongoing business relationship ("secured claims") have been paid in full.
- 8.2 Until the secured claims have been paid in full, the Goods subject to retention of title may neither be pledged to third parties nor transferred as security. The Buyer shall notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. by way of attachment) access the Goods belonging to us. To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the Buyer shall be liable for the loss we have incurred.
- 8.3 In the event of conduct by the Buyer contrary to the contract, in particular non-payment of the purchase price when due, we are entitled under the statutory provisions to withdraw from the contract and/or to demand return of the Goods on the basis of the retention of title. A demand for return does not simultaneously constitute a declaration of withdrawal; rather, we are entitled to merely demand return of the Goods and reserve the right of withdrawal. If the Buyer fails to pay the purchase price when due, we must first set the Buyer a reasonable deadline for payment before exercising these rights, unless such a deadline is dispensable under the statutory provisions.
- 8.4 The Buyer is authorised, until revocation pursuant to clause 8.4(c), to resell and/or process the Goods subject to retention of title in the ordinary course of business. The following provisions apply additionally in this case:
- a) Products arising from the combination, mixing, or processing of our Goods are subject to retention of title at their full value, and we shall be deemed the manufacturer. If, upon combination, mixing, or processing with goods of third

parties, their ownership right subsists, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed, or processed goods. The Buyer also assigns to us for security purposes claims arising against a third party from the connection of the reserved goods with real property. We accept this assignment.

- b) The Buyer hereby assigns to us in full, or to the extent of our possible co-ownership share pursuant to clause 8.4(a), for security purposes, the claims arising from the resale of the Goods or the products against third parties in the amount of the final invoice amount agreed with us (including VAT). We accept this assignment. The Buyer's obligations set out in clause 7.2 also apply with regard to the assigned claims.
 - c) The Buyer remains authorised alongside us to collect the claim. We undertake not to collect the claim as long as the Buyer meets its payment obligations to us, no deficiency in the Buyer's ability to perform exists, and we do not assert the retention of title by exercising a right pursuant to clause 8.3. If we assert a right pursuant to clause 8.3, we may require the Buyer to disclose the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents, and to notify the debtors (third parties) of the assignment. Furthermore, we are entitled to revoke the Buyer's authorisation to resell and process the reserved Goods.
 - d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.
- 8.5 The Buyer is obliged to treat the purchased item with care as long as title has not yet passed to the Buyer. In particular, the Buyer is obliged to insure the item at its own expense against theft, fire, and water damage at replacement value. If maintenance and inspection work is required, the Buyer must carry this out in good time at its own expense.

9. Quality, Intended Use, and Advisory Liability

- 9.1 The quality of the delivered Goods is determined exclusively by the specification, data sheet, or product description of the manufacturer agreed at the time of conclusion of the contract.
- 9.2 Where no express agreement on quality has been made, the Seller owes Goods that are suitable for normal use and that have a quality that is customary for goods of the same type and that the Buyer can expect based on the nature of the goods.
- 9.3 Public statements, promotional claims, or advertising by the manufacturer do not constitute contractually agreed quality unless expressly and in writing incorporated into the quality agreement. Information contained in brochures, catalogues, price lists, data sheets, on the Seller's website, or in other advertising and public promotions – in particular illustrations, drawings, weight and dimensional data, technical specifications, and performance data – do not constitute a quality agreement within the meaning of § 434 BGB and do not establish a guarantee within the meaning of § 443 BGB.
- 9.4 Technical modifications as well as changes in form, colour, or weight that serve technical progress or are made by the manufacturer are reserved, provided such changes are reasonable for the Buyer and do not impair the contractually agreed intended use.
- 9.5 The Buyer is solely responsible for verifying whether the delivered Goods are suitable for its intended purpose, unless such intended use has been expressly and in writing made the subject matter of the contract.
- 9.6 Technical advice, recommendations, information, and guidance provided by the Seller – whether oral, written, by telephone, or in digital form (e.g. by e-mail or on the website) – are provided to the best of our knowledge and belief but without warranty and without creating any legally binding obligation, unless an express written guarantee has been assumed by the Seller. They do not relieve the Buyer of its own obligation to verify the suitability of the Goods for its intended use.
- 9.7 This also applies to advice and information provided by employees, agents, commercial representatives, or other vicarious agents of the Seller. Such persons are

- not authorised to make legally binding representations regarding the characteristics or suitability of the Goods unless such authority has been expressly granted in writing.
- 9.8 Advice and recommendations provided by the Seller prior to conclusion of the contract have no binding effect and do not constitute a quality agreement within the meaning of § 434 BGB unless they have been expressly and in writing incorporated into the contract.
 - 9.9 The Buyer is obliged to independently verify the suitability of the delivered Goods for its specific intended use, or to have such verification carried out by qualified specialists. Advice provided by the Seller does not relieve the Buyer of this obligation.
 - 9.10 The Buyer must ensure that the delivered machines and components are used only as intended, in compliance with the applicable safety regulations, statutory requirements, and the manufacturer's operating manuals and technical documentation.
 - 9.11 Any liability of the Seller for damages arising from non-intended use, improper operation, or disregard of the manufacturer's specifications is excluded.
 - 9.12 Any liability of the Seller for damages arising from the use of advisory results, recommendations, or information is excluded, unless the damage is based on wilful misconduct or gross negligence on the part of the Seller.

10. Buyer's Rights in Respect of Defects

- 10.1 The Buyer's rights in respect of material defects and defects of title (including incorrect delivery, short delivery, and improper assembly/installation or defective instructions) are governed by the statutory provisions, unless otherwise specified below. The statutory provisions on consumer goods purchase (§§ 474 et seq. BGB) and the Buyer's rights under separately issued guarantees, in particular from the manufacturer, remain unaffected.
- 10.2 Agreements we have made with Buyers regarding the quality and intended use of the Goods (including accessories and instructions) generally form the basis of our liability for defects under the warranty. A quality agreement includes all product descriptions and manufacturer specifications that are the subject matter of the individual contract or that we have publicly disclosed (in particular in catalogues or on our website) at the time of conclusion of the contract. Where no quality has been agreed, the existence of a defect shall be assessed pursuant to § 434 para. 3 BGB. In this context, it should be noted that public statements made by the manufacturer in advertising or on the label of the Goods take precedence over statements of other third parties.
- 10.3 For Goods with digital elements or other digital content, we are only obliged to provide and update the digital content to the extent that this is expressly stated in a quality agreement. We accept no liability for public statements by the manufacturer or other third parties.
- 10.4 We shall not be liable for defects that the Buyer knew or did not know due to gross negligence at the time of conclusion of the contract (§ 442 BGB).
- 10.5 The Buyer's rights in respect of defects only exist to the extent that the Buyer has fulfilled its statutory obligations to inspect and give notice (§§ 377, 381 HGB). Where the Goods are building materials or other goods intended for installation or further processing, an inspection must be carried out immediately before processing. Written notice must be given to us without delay if a defect becomes apparent during delivery, inspection, or at a later stage. Apparent defects must be notified in writing within three working days of delivery; non-apparent defects must be notified within the same period from the date of their discovery. If the Buyer fails to carry out or neglects its obligation to properly inspect and/or give notice of defects, our liability for the defect not notified, or not notified in time or in the proper manner, is excluded in accordance with the statutory provisions. If the Goods were intended for installation, attachment, or installation, this also applies if the defect only became apparent after processing due to non-compliance with or breach of these obligations. In such a case, the Buyer shall have no claims for reimbursement of "removal and installation costs".
- 10.6 If the delivered Goods are defective, we as Seller have the right to choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance

chosen by us is unreasonable for the Buyer in the individual case, the Buyer may refuse it. We reserve the right to refuse subsequent performance under the statutory conditions. We are also entitled to make the subsequent performance we are to provide conditional on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

- 10.7 The Buyer must grant us the necessary time and opportunity for the subsequent performance to be provided. In particular, the Buyer must hand over the item for which it has asserted a defect to us for inspection purposes. If we carry out a replacement delivery of a defect-free item, the Buyer must return the defective item to us in accordance with the statutory provisions. However, the Buyer shall not have a right to retain the defective item.
- 10.8 Unless we have contractually undertaken to do so, subsequent performance does not include the removal, dismantling, or deinstallation of the defective item, or the installation, attachment, or commissioning of a defect-free item. The Buyer's claims for reimbursement of "removal and installation costs" remain unaffected.
- 10.9 We shall reimburse the expenses necessary for inspection and subsequent performance (transport, labour, and material costs, as well as any removal and installation costs) in accordance with the statutory provisions and these GTC, provided a defect actually exists. However, we may demand reimbursement from the Buyer for costs incurred as a result of an unjustified request for defect rectification if the Buyer knew or should have recognised that no defect actually existed.
- 10.10 The Buyer has the right to remedy the defect itself and to demand reimbursement of the objectively necessary expenses if an urgent case exists (e.g. in the event of a risk to operational safety or to avert disproportionate damage). The Buyer must notify us immediately in the event of self-remedy. If we would be entitled to refuse subsequent performance under the statutory provisions, the Buyer has no right to self-remedy.
- 10.11 The Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions if a deadline set by the Buyer for subsequent performance has expired without result or is dispensable under the statutory provisions. In the event of a non-material defect, the Buyer shall have no right of withdrawal.
- 10.12 The Buyer's claims for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 para. 5, 327u BGB).
- 10.13 Claims for damages or reimbursement of futile expenditure by the Buyer (§ 284 BGB) also exist in the event of a defect only in accordance with clause 9 and clause 10.

11. Limitation Periods and Warranty Periods

- 11.1 Die The general limitation period for claims arising from material defects and defects of title is, deviating from § 438 para. 1 no. 3 BGB, one year from the transfer of risk in accordance with the agreed Incoterms. If contractual acceptance has been agreed, the limitation period commences upon acceptance.
- 11.2 The limitation period is five years from delivery pursuant to § 438 para. 1 no. 2 BGB if the Goods are a structure or an item that has been used in accordance with its customary use for a structure and has caused its defectiveness (building material). This applies subject to the further statutory special provisions on limitation (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB).
- 11.3 The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the Buyer that are based on a defect in the Goods, unless the application of the regular statutory limitation period pursuant to §§ 195, 199 BGB would lead to a shorter limitation period in the individual case. Claims for damages by the Buyer pursuant to clauses 10.1 and 10.2(a) and those under the Product Liability Act (Produkthaftungsgesetz) shall be subject exclusively to the statutory limitation periods.
- 11.4 Warranty claims are excluded for defects arising from:
 - a) normal wear and tear or deterioration

- b) improper storage, assembly, or commissioning by the Buyer
 - c) failure to follow operating instructions or technical specifications
 - d) unauthorised modifications or repairs by the Buyer or third parties
 - e) use of unsuitable operating materials
- 11.5 The Seller's liability for fraudulently concealed defects, as well as for damages arising from injury to life, body, or health, and for damages caused intentionally or by gross negligence, remains unaffected.
- 11.6 In the case of used machinery and components, warranty is entirely excluded. The Buyer acquires used goods in the condition present at the time of handover. The Buyer confirms that it has inspected the condition of the Goods prior to purchase or has expressly waived such inspection. The Seller's liability for fraudulently concealed defects, as well as for damages arising from injury to life, body, or health, and for damages caused intentionally or by gross negligence, remains unaffected.

12. Other Liability

- 12.1 We as Seller shall be liable, unless otherwise provided in these GTC including the following provisions, for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
- 12.2 In the context of fault-based liability, we shall be liable for damages – regardless of the legal basis – only in the event of wilful misconduct and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations on liability (e.g. care in one's own affairs; immaterial breach of duty), only:
 - a) for damages arising from injury to life, body, or health;
 - b) for damages arising from the breach of a material contractual obligation (obligations the fulfilment of which is essential to the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely). However, our liability in this case is limited to the foreseeable, typically occurring damage.

In all other respects, the Seller's liability for damages caused by simple negligence is excluded. This applies in particular to lost profits, indirect damages, and consequential damages.
- 12.3 The limitations on liability resulting from clauses 12.1 and 12.2 also apply to third parties and in the event of breaches of duty by persons whose fault we are responsible for under statutory provisions.
- 12.4 The limitations on liability shall not apply where a defect has been fraudulently concealed or a guarantee for the quality of the Goods has been assumed. This also applies to the Buyer's claims under the Product Liability Act (Produkthaftungsgesetz).
- 12.5 The Buyer may only withdraw or terminate due to a breach of duty that does not arise from a defect if we as Seller are responsible for the breach of duty.
- 12.6 Any right of termination by the Buyer (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences apply.

13. Governing Law and Jurisdiction

- 13.1 These GTC and the contractual relationship between us as Seller and the Buyer are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.2 If the Buyer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, our registered office in Stuttgart shall be the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the Buyer is an entrepreneur within the meaning of § 14 BGB.
- 13.3 We are also entitled to bring an action at the place of performance of the delivery obligation pursuant to these GTC or a prior individual agreement, or at the Buyer's general place of jurisdiction. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected.

14. Severability Clause

- 14.1 Should individual provisions of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, the valid provision that comes closest to the economic purpose of the invalid provision shall be deemed agreed.
- 14.2 The same applies in the event that these GTC contain a gap. In place of the gap, the provision shall be deemed agreed that corresponds to what the parties would have agreed had they been aware of the gap, taking into account the purpose and intent of these GTC.

Status: August 2026 | This is a translation for reference purposes only. In the event of any discrepancy, the German version shall prevail.