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GENERAL TERMS AND CONDITIONS OF SALE (GTC)
Version 08/2026

I. Applicability / Offers

1. These General Terms and Conditions of Sale (GTC) apply to all – including future – contracts with businesses, legal entities under public law and special funds under public law relating to deliveries and other services, including contracts for the manufacture and delivery of goods to be manufactured or produced. Where we conclude contracts with the buyer on electronic platforms or via other digital systems, the provision of these GTC in a permanently storable format, in particular as a PDF, shall suffice for their incorporation.
2. The buyer's terms and conditions of purchase or any other general terms and conditions shall not form part of the contract, even if we do not expressly object to them again. This also applies to terms and conditions which the buyer makes available on electronic platforms or where technical acceptance of such terms is a prerequisite for placing an order. A technical confirmation or the fulfilment of an order does not constitute acceptance of such terms and conditions. Any deviating or conflicting terms and conditions of the buyer shall only apply if we have expressly agreed to them in writing.
3. Our quotations are subject to change and non-binding, unless they are expressly designated as binding. The contract is only concluded upon our order confirmation or upon completion of the delivery, unless expressly stated otherwise. Verbal agreements, promises, guarantees, assurances and statements made by our employees regarding intended use or application only become binding upon our confirmation in writing. Mandatory statutory formal requirements remain unaffected.
4. The Incoterms® in the version applicable at the time the contract is concluded shall apply to the interpretation of trade terms, in particular EXW, FOB and CIF, unless expressly agreed otherwise.
5. Drawings, illustrations, technical data, weight and dimensional specifications, standards, catalogue details and other quotation documents serve to describe the goods. They do not constitute an agreement as to quality, a guarantee or an assurance, unless this is expressly agreed as such in writing. Deviations due to technical reasons and those customary in the industry within agreed tolerances, as well as changes that do not adversely affect the agreed quality, remain permissible.

II. Prices / Packaging / Cost Adjustments

1. Unless otherwise agreed, our prices are quoted ex works, excluding packaging and subject to statutory value added tax. Unless otherwise agreed, the buyer shall bear the costs of dispatch, freight, insurance, customs duties and other ancillary costs.
2. If the goods are delivered packaged, we shall charge for the packaging at cost price. In accordance with statutory provisions, we shall take back packaging supplied by us if the buyer returns it carriage paid within a reasonable period. We shall not bear any costs incurred by the buyer for return transport, disposal or other measures, insofar as permitted by law.
3. In the case of contracts with a term of more than four months, as well as in the case of framework and call-off orders, we are entitled to adjust the agreed price appropriately if, after the conclusion of the contract, significant cost factors – in particular the costs of raw materials, energy, labour, freight or external services – change substantially and demonstrably. The adjustment shall be made exclusively in proportion to the change in the relevant cost components and shall apply only to services not yet performed. Any reduction in costs shall be taken into account accordingly. If the resulting adjustment exceeds 10 per cent of the relevant price, the buyer is entitled to terminate the part of the contract not yet performed in writing within two weeks of receiving notice of the adjustment, with effect from the date on which the adjustment takes effect. Statutory or individually agreed rights of termination remain unaffected.
4. Any additional costs incurred by us after the conclusion of the contract as a result of requests for changes, delayed approvals, incomplete information, special packaging, additional tests, changes to batch sizes or other deviations caused by the buyer shall be borne by the buyer, provided that these were notified in writing prior to the change being implemented.

III. Payment / Set-off / Retention

1. Unless otherwise agreed, our invoices are payable net within 30 days. Payment must be made in such a way that we have the full invoice amount at our disposal on the due date. The costs of payment transactions shall be borne by the buyer. Cash discounts shall only be granted by express agreement.
2. Where we are legally or contractually obliged to send invoices in a structured electronic format, they shall be sent to the electronic address specified by the buyer or via the agreed transmission channel.
3. Any discount periods granted shall commence on the invoice date. An agreed discount relates exclusively to the invoice value excluding freight, packaging and other ancillary costs, and is subject to all outstanding liabilities of the buyer having been settled in full at the time the discount is applied.
4. Invoices for amounts under EUR 50.00, as well as invoices for installation, repairs, moulds and tooling costs, are due immediately and without deduction, unless otherwise agreed.
5. The buyer is only entitled to set off undisputed or legally established counter-claims. This does not apply to counter-claims arising from the same contractual relationship. A right of retention may only be exercised in so far as it is based on the same contractual relationship.
6. In the event of late payment, statutory interest on arrears shall apply. The statutory flat-rate charge for late payment pursuant to Section 288(5) of the German Civil Code (BGB) may be claimed. We reserve the right to claim further damages arising from late payment.
7. If, after the conclusion of the contract, it becomes apparent that our claim for payment is at risk due to the buyer's inability to pay, or if the buyer defaults on a significant portion of claims due, we shall be entitled to refuse to provide agreed advance performance, to demand security or advance payment, to exercise the rights under Section 321 of the German Civil Code (BGB) and – to the extent permitted by law – to declare claims arising from the ongoing business relationship that are not yet due to be due. A significant risk shall be deemed to exist, in particular, where the buyer is in arrears with at least 10 per cent of the amounts due over a period of three weeks, or where there is a significant deterioration in the buyer's trade credit insurance limit.

IV. Delivery Times / Supply to Ourselves / Force Majeure

1. Delivery periods and delivery dates shall be deemed to have been met if the goods have left our works by the time they expire. They shall also be deemed to have been met if we notify the buyer in good time that the goods are ready for dispatch and dispatch cannot take place on time for reasons beyond our control.
2. Our obligation to deliver is subject to correct, timely and contractually compliant supply from our own suppliers. In the case of import transactions, this is further subject to the receipt of the necessary monitoring documents, import licences and other official approvals, provided that we are not responsible for any failure to obtain them.
3. Events of force majeure and other events for which we are not responsible, which significantly impede or temporarily render deliveries or services impossible, entitle us to postpone delivery for the duration of the hindrance and a reasonable start-up period. These include, in particular, natural disasters, pandemics and their consequences, war and war-like events, terrorism, civil unrest, measures taken by public authorities, trade or currency restrictions, sanctions and embargoes, epidemics, strikes, lockouts, significant disruptions to transport routes or energy supplies, cyber-attacks, and significant disruptions at upstream suppliers for which we are not responsible.
4. The above provisions shall also apply if the event occurs whilst a delay is already in existence and continues to materially impair performance. If, as a result of such events, performance becomes unreasonable for one of the contracting parties, or if the hindrance persists for more than three months, either contracting party may terminate the affected part of the contract by giving immediate notice in writing, insofar as permitted by law.

V. Retention of Title

1. All goods delivered shall remain our property (goods subject to retention of title) until all claims arising from the business relationship have been settled in full, irrespective of the legal basis, including future or conditional claims (retention of title on the balance). For transactions requiring payment in advance or cash transactions, the retention of title shall apply until the respective purchase price has been paid in full.
2. The processing and treatment of the goods subject to retention of title shall be carried out on our behalf as the manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without this giving rise to any obligation on our part. The processed item shall be deemed to be goods subject to retention of title. In the event of processing, combination or mixing with other goods, we shall be entitled to co-ownership of the new item in the proportion of the invoice value of the goods subject to retention of title to the value of the other goods at the time of processing. If our ownership ceases to exist as a result of combination or mixing, the buyer hereby assigns to us the ownership rights to which it is entitled in the new item to the extent specified above and shall hold them in safekeeping for us free of charge.
3. The buyer may resell the goods subject to retention of title in the ordinary course of business on their normal terms and conditions, provided they are not in default of payment, on condition that the claims arising from the resale are transferred to us in accordance with Clause V.4. The buyer is not authorised to dispose of the goods in any other way.
4. The buyer's claims arising from the resale of the goods subject to retention of title are hereby assigned to us up to the amount of the invoice value of the goods subject to retention of title. We accept the assignment. If the goods subject to retention of title are sold together with other goods, the assignment shall apply only to the extent of the invoice value attributable to the goods subject to retention of title. In the case of goods in which we hold co-ownership, the assignment shall apply to the extent of our share of co-ownership.
5. The buyer remains authorised to collect the assigned claims as long as they duly fulfil their payment obligations. The authorisation to collect shall lapse at the latest upon default in payment, upon the dishonour of a cheque or bill of exchange, or upon the filing of an application to open insolvency proceedings. In such cases, we are entitled to disclose the assignment, to reclaim the goods after the expiry of a reasonable grace period, and to prohibit their resale or further processing. The repossession of the goods subject to retention of title does not, insofar as permitted by law, constitute a withdrawal from the contract.
6. The buyer must notify us immediately in writing of any attachment or other encroachment on the goods subject to retention of title by third parties. The buyer must provide us with all documents necessary to safeguard our rights.
7. If the invoice value of the existing securities exceeds the secured claims, including ancillary claims, by more than 50% in total, we shall be obliged, at the buyer's request, to release securities of our choice to that extent.

VI. Execution of Deliveries / Call-off Orders / Acceptance

1. The risk shall pass to the buyer upon handover of the goods to a forwarding agent or carrier, but at the latest upon the goods leaving our warehouse or – in the case of direct delivery transactions – the supplier's premises, even in the case of carriage paid or free-on-board deliveries, unless mandatory law provides otherwise. The obligation and costs of unloading shall be borne by the buyer. We shall only arrange transport insurance on the buyer's instructions and at the buyer's expense.
2. We are entitled to make partial deliveries to a reasonable extent. In the case of made-to-order goods, over- and under-deliveries of up to 10 per cent of the agreed quantity are permissible, unless a different tolerance has been expressly agreed.
3. In the case of call-off orders, we are entitled to manufacture or have manufactured the entire order quantity in one go and to procure the raw materials, semi-finished products and other input materials required for the performance of the contract, either on our own account or on behalf of third parties. Once the order has been placed, requests for changes are only possible with our written consent; any additional costs arising therefrom shall be borne by the buyer.
4. If no fixed call-off dates or quantities have been agreed for call-off orders, call-offs must be made with due regard to our delivery and manufacturing capabilities. If goods ordered are not called off in accordance with the contract, we shall be entitled, after setting a reasonable grace period which has elapsed without result, to invoice the goods as delivered and to make them available for collection or delivery. In the case of framework or call-off orders, we are also entitled to invoice for materials, semi-finished and finished goods allocated to the order which cannot be utilised elsewhere.
5. In the case of contracts involving ongoing deliveries, call-offs and allocation of product types must, as a general rule, be specified for approximately equal monthly quantities, unless otherwise agreed. If call-offs or allocations are not made in good time, we shall be entitled, after setting a grace period which has elapsed without result, to allocate and deliver the goods ourselves or to withdraw from the outstanding part of the contract and claim damages in lieu of performance in accordance with statutory provisions. Upon termination of the contract, any stock already manufactured or procured for the order which cannot be used for any other purpose must be accepted and paid for.

VII. Quality / Rights in respect of defects / Inspection and notice of defects

1. The quality of the goods shall be governed primarily by the expressly agreed quality, in particular by the contractually agreed drawings, specifications, standards, technical regulations and approvals. References to standards and standard-like regulations, as well as information on grades, types, dimensions, weights and suitability for use, do not constitute guarantees or representations unless expressly designated as such in writing. This applies mutatis mutandis to declarations of conformity and markings such as CE or GS.
2. Insofar as a specific quality has not been expressly agreed, the goods shall be deemed free from defects if they are suitable for the use envisaged under the contract. A specific use shall only be deemed to be contractually envisaged if the buyer has notified us of this use in writing no later than at the time of conclusion of the contract and we have expressly agreed to it in writing. In all other respects, the buyer bears the risk of suitability and use.
3. Where there is an agreed quality or a intended use expressly confirmed by us, the buyer may not rely solely on the fact that the goods are not suitable for any other, non-agreed use.

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4. The provisions of the German Commercial Code (HGB) shall apply to the inspection of the goods and the notification of defects. The buyer must inspect the goods immediately upon delivery, in particular with regard to the characteristics relevant to the intended use, and must notify us of any apparent defects immediately in writing. In the case of goods intended to be installed or fitted, the characteristics essential for this purpose must – as far as practicable – be checked prior to installation or fitting, at least on a random basis, in particular by means of a trial installation or functional test. Defects which are not apparent upon proper inspection must be notified in writing immediately upon discovery.
5. If the buyer fails to carry out the required inspection or to give notice, the goods shall be deemed to have been approved in accordance with Section 377 of the German Commercial Code (HGB). Where the buyer fails to carry out an inspection required by the nature of the goods and their intended use prior to installation or fitting, they may not rely on a recognisable defect with regard to the characteristics affected by this, insofar as permitted by law and provided that we have not fraudulently concealed the defect or assumed a guarantee.
6. If the buyer discovers defects, they must make the goods in question or suitable samples thereof available to us for inspection and enable us to carry out a reasonable examination. Without this opportunity for inspection, the buyer may not rely on the defect, in so far as this is reasonable and permitted by law.
7. If the goods are defective, the buyer is entitled to the statutory rights in respect of defects. We shall determine the nature of the subsequent performance, taking into account the statutory requirements, unless the buyer is entitled by law to a right of choice. In the case of minor defects, the buyer is, in principle, limited to the statutory rights of reduction in price or rectification; withdrawal is excluded in the event of only a minor breach of obligation in accordance with the statutory provisions.
8. Insofar as the buyer claims reimbursement of costs for removal and reinstallation pursuant to Section 439 of the German Civil Code (BGB), we shall only reimburse the necessary costs directly incurred as a result of the subsequent performance and reasonably substantiated, to the extent required by law. In particular, only costs in line with market rates for the removal of the defective goods and the installation or fitting of identical, defect-free goods shall be reimbursed. Production downtime, loss of profit, financing costs, additional costs of replacement production, sorting costs and other consequential damages arising from the defect do not constitute removal and installation costs and are governed exclusively by the liability provisions of these General Terms and Conditions of Sale.
9. The buyer is not entitled to have cost-incurring measures to remedy defects carried out by third parties without our prior reasonable consultation, unless this is necessary to avert an imminent danger or is required under the statutory conditions for self-remedy. A claim for an advance payment shall only exist insofar as it is mandatory under law.
10. Insofar as the costs of subsequent performance claimed by the buyer are disproportionate according to statutory standards, we may refuse to provide subsequent performance or to reimburse disproportionate costs in accordance with Section 439 of the German Civil Code (BGB). In assessing this, particular consideration may be given to the ratio of the costs to the value of the goods in a defect-free condition, the significance of the defect and the possibility of another form of subsequent performance without significant disadvantages.
11. An unjustified request for the rectification of a defect entitles us to reimbursement of the costs incurred in doing so if the buyer knew, or failed to recognise through gross negligence, that no material defect existed.
12. Insofar as a supplier is liable for a defect for which we are responsible, our statutory rights of recourse remain unaffected.

VIII. Custom-made products / customer-specific products / approvals

1. In the case of products manufactured in accordance with the buyer's drawings, samples, data sets, specifications or other requirements, the buyer shall be responsible for the completeness, accuracy and suitability of these requirements for the intended use, provided that we have not breached any expressly agreed obligation to inspect or provide advice.
2. Any changes to drawings, specifications, materials, formulations, dimensions, tolerances, packaging or other manufacturing specifications made after the order has been placed require our written consent. Any costs arising therefrom, in particular for tooling modifications, residual materials, changeovers, additional trials, tests or remanufacturing, shall be borne by the buyer.
3. Approvals given by the buyer, in particular of drawings, samples, initial prototype parts, test reports or series production approvals, confirm the technical and design specifications approved by the buyer. They do not release us from statutory liability for defects for which we are responsible.
4. Technically unavoidable deviations, in particular regarding colour, surface finish, odour, dimensions or weight, shall not constitute a defect provided that they fall within agreed or industry-standard tolerances and do not impair the agreed function.
5. In the event of cancellation or amendment of an order for customised products, the buyer shall bear the costs incurred up to the time of cancellation or amendment and which cannot be utilised elsewhere, in particular for materials already procured, finished and semi-finished goods, tools, tool modifications, moulds, special packaging and services already rendered, insofar as permitted by law.

IX. Intellectual Property Rights / Documents

1. We reserve the right of ownership and copyright in cost estimates, drafts, drawings, calculations and other documents. They may only be made available to third parties with our prior consent and must be returned on request, provided that no statutory retention obligations preclude this.
2. If the buyer has provided us with drawings, models, samples, data sets or other documents for the purposes of manufacture, they warrant that this does not infringe any third-party intellectual property rights. If we are prohibited from manufacturing or delivering on the grounds of third-party intellectual property rights, or if this appears unreasonable for this reason, we may cease further work to the extent necessary to avoid a legal infringement. The buyer shall indemnify us against any justified claims by third parties, in so far as these are based on specifications for which the buyer is responsible.
3. We shall only be obliged to carry out a technical, patent, regulatory or other intellectual property rights review of the specifications provided by the buyer if this has been expressly agreed.

X. Prototypes / Moulds / Tools / Materials Supplied by the Buyer

1. If the buyer is required to supply parts, materials or other items for the performance of the order, these must be delivered free to the production site, in good time, in sufficient quantity, free from defects and in the agreed or necessary additional quantity to allow for scrap. Costs and delays caused by late, incomplete or defective supply shall be borne by the buyer, insofar as we are not responsible for them.
2. Unless otherwise agreed, the cost of producing trial parts, including the associated costs for moulds, tools, samples, initial samples and tests, shall be bome by the buyer.
3. Ownership and rights of use in respect of moulds, tools and other production equipment shall be governed by the individual agreement. Payment of tooling costs alone does not give rise to any claim for transfer of ownership or for the return of such items, unless this has been expressly agreed.
4. In respect of tools, moulds and other production equipment supplied by the buyer, our liability is limited – to the extent permitted by law – to the standard of care we would apply in our own affairs; this does not apply in cases of wilful misconduct or gross negligence. Maintenance, upkeep, repairs resulting from normal wear and tear, and the replacement of typical wear parts shall be borne by the buyer, unless otherwise agreed.
5. We are under no obligation to store tools, moulds or production equipment supplied by the buyer or manufactured by us for the buyer for longer than two years after the last production run, unless a longer storage period has been expressly agreed. Upon expiry of this period, we may, after giving prior notice, return such equipment at the buyer's expense or dispose of it or scrap it, provided that no mandatory property rights or other rights of third parties preclude this.
6. If a fixture becomes unusable before the agreed production volume has been reached, despite proper use, the allocation of costs for replacement or repair shall be governed by the individual tool agreement. In the absence of such an agreement, the costs shall be borne by the party responsible for the fixture becoming unusable.

XI. General Limitation of Liability / Limitation Period

1. We shall be liable for breaches of contractual and non-contractual obligations – irrespective of the legal basis – only in cases of wilful misconduct and gross negligence. In cases of simple negligence, we shall only be liable for a breach of an obligation whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the buyer may reasonably rely (material contractual obligation). In such cases, our liability shall be limited to the damage typical of the contract and foreseeable at the time the contract was concluded.
2. The limitations of liability set out in Clause XI.1 shall not apply in cases of mandatory liability under the Product Liability Act, in cases of wilful misconduct, gross negligence, fraudulent concealment of a defect, the provision of a guarantee as to quality, culpable injury to life, limb or health, or in other cases of mandatory statutory liability. The statutory rules on the burden of proof remain unaffected.
3. In the event of a delay in delivery or performance due to slight negligence, liability for damage directly caused by the delay, insofar as a material contractual obligation has been breached, shall be limited to a maximum of 10 per cent of the agreed price for the delayed performance. The exceptions set out in Clause XI.2 remain unaffected. Any further claim for damages arising from delay remains unaffected within the scope of Clauses XI.1 and XI.2.
4. Unless otherwise agreed, the purchaser's contractual claims arising from or in connection with the delivery of the goods shall become time-barred one year after delivery. This shall not apply to claims arising from intentional or grossly negligent breaches of duty, culpably caused damage resulting from injury to life, limb or health, fraudulently concealed defects, mandatory liability under the Product Liability Act, statutory rights of recourse, or claims for which the law mandatorily provides for longer time limits. In the event of subsequent performance, the limitation period does not recommence; however, it is suspended for up to three months following the completion of the subsequent performance, insofar as permitted by law.
5. For claims arising from the supply of goods which have been used in accordance with their normal intended use in a structure and have caused its defectiveness, the statutory limitation periods shall apply, insofar as these are mandatory.

XII. Compliance / Export Control / Recalls and Field Measures

1. The buyer shall be solely responsible for complying with the statutory requirements relevant to its business operations and the intended use of the goods, in particular those relating to product safety, labelling, installation, approval and use, unless expressly agreed otherwise.
2. We are entitled to suspend or refuse delivery in whole or in part where statutory export controls, embargoes, sanctions, foreign trade restrictions or other mandatory regulatory requirements preclude the delivery or provision of services. This shall not give rise to any claims for damages on the part of the buyer, provided that we are not responsible for the circumstances.
3. If the buyer intends to carry out sorting, recalls, field measures, rework or other extensive measures due to a suspected or alleged defect in the goods, they must inform us of this without delay and give us a reasonable opportunity to inspect the goods, analyse the causes and coordinate the measures. We shall only bear the costs of such measures insofar as there is a statutory or expressly agreed obligation to do so, or where we have given our prior consent in writing. Mandatory statutory claims remain unaffected.

XIII. Place of Performance / Jurisdiction / Governing Law / Data Protection

1. The place of performance for our deliveries and services, subsequent performance and payments by the buyer shall be our premises, insofar as permitted by law.
2. The place of jurisdiction shall be – provided the buyer is a trader, a legal person under public law or a special fund under public law – the registered office of our head office. However, we are also entitled to bring proceedings against the buyer at their general place of jurisdiction.
3. All legal relationships between us and the buyer shall be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory statutory provisions of the country in which the buyer has its registered office shall remain unaffected insofar as they are mandatorily applicable notwithstanding the choice of law.
4. Personal data relating to customers and contact persons shall be processed in accordance with the applicable data protection regulations, in particular the GDPR. Further details are set out in our current privacy policy.

XIV. Final Provisions

1. Should any provision of these General Terms and Conditions of Sale be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the relevant statutory provisions.
2. In cases of doubt, the German version of these General Terms and Conditions of Sale shall prevail.
3. Date of these General Terms and Conditions of Sale: 08/2026.