General Terms and Conditions Last updated: 5 November 2026

Section 1 General Provisions – Scope

(1) These General Terms and Conditions of Sale shall apply exclusively. Any terms and conditions of the Customer that conflict with, supplement or deviate from these Terms shall become part of the contract only to the extent that we have expressly agreed to their application. These Terms shall also apply where, with knowledge of such terms and conditions of the Customer, we make delivery without reservation.
(2) Individual agreements between us and the Customer shall take precedence over these Terms. The content of individual agreements should be documented in text form (Textform within the meaning of section 126b BGB) for evidentiary purposes; the validity of an individual agreement shall not be affected by the absence of such documentation.
(3) These Terms shall apply only to entrepreneurs within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), legal entities under public law and special funds under public law within the meaning of section 310 (1) BGB.
(4) Within an ongoing business relationship, these Terms shall apply to supplementary and follow-up orders only where their application to future contracts has been validly agreed or where we refer to them again when the respective contract is concluded. An amended version shall apply only to contracts into which that version has been duly incorporated.

Section 2 Offers – Offer Documents

(1) Where the Customer's order constitutes an offer within the meaning of section 145 BGB, we may accept it within two weeks after receipt, unless a different acceptance period is specified in the offer or the order confirmation. Acceptance may be declared by order confirmation or by effecting delivery.
(2) We retain title and copyright in illustrations, drawings, calculations, samples and other documents. Documents and information designated as confidential may be used solely for the performance of the contract and may not be disclosed to third parties without our prior express consent in text form. If no contract is concluded, confidential documents shall, upon request, be returned or deleted unless statutory retention obligations require otherwise.

Section 3 Prices – Terms of Payment

(1) Unless otherwise stated in the order confirmation, our prices are ex works. Costs of packaging, loading, transport, customs duties and transport insurance are not included and, to the extent advanced or assumed by us, shall be charged separately.
(2) Statutory value added tax is not included in our prices. It shall be shown separately at the rate prescribed by law at the relevant time of supply.
(3) Any cash discount requires an express agreement.
(4) Unless otherwise stated in the order confirmation, the purchase price shall be due for payment without deduction within 14 calendar days after receipt of the invoice and not before delivery; any agreed advance payments shall remain unaffected. The statutory provisions governing the consequences of default in payment shall apply.
(5) The Customer may set off claims only where its counterclaims are undisputed, have been finally adjudicated, have been acknowledged by us or arise from the same contractual relationship. The Customer may exercise a right of retention only to the extent that its counterclaim arises from the same contractual relationship.

Section 4 Delivery Period

(1) Delivery periods and delivery dates are set out in our order confirmation. They shall be binding only where expressly designated as binding in the order confirmation. A delivery period shall not commence before all technical and commercial matters to be provided or clarified by the Customer have been fully resolved, before receipt of all documents, approvals or permits to be provided by the Customer, and before receipt of any agreed advance payment.
(2) Compliance with our delivery obligations is conditional upon the timely and proper performance of the Customer's obligations. We may not rely on this condition to the extent that we are responsible for the delay. Our right to invoke the defence of non-performance shall remain unaffected.
(3) If the Customer is in default of acceptance or culpably breaches any other duty to cooperate, we may, in accordance with the statutory provisions, claim compensation for the resulting loss, including reasonable additional expenses, in particular storage and transport costs. Further statutory claims and rights shall remain unaffected.

(4) We may make partial deliveries to the extent that the partial delivery can be used by the Customer for the contractual purpose, delivery of the remaining performance remains assured, and the Customer does not incur significant additional expense or costs as a result, unless we agree to bear such expense or costs.
(5) If the Customer is in default of acceptance, the risk of accidental loss of or accidental damage to the goods shall pass to the Customer when the default of acceptance commences. In all other respects, the statutory provisions on the passing of risk shall apply.
(6) In the case of a fixed-date transaction within the meaning of section 323 (2) no. 2 BGB or section 376 of the German Commercial Code (Handelsgesetzbuch – HGB), the Customer's statutory rights shall remain unaffected.
(7) Where a delay in delivery is attributable to an intentional or grossly negligent breach of duty on our part, we shall be liable in accordance with the statutory provisions; fault on the part of our legal representatives and vicarious agents shall be attributed to us.
(8) In the event of ordinary negligence, we shall be liable for loss caused by delay only where a material contractual obligation has been breached. In such case, liability shall be limited to the loss that was foreseeable and typical for the contract at the time the contract was concluded. Material contractual obligations are obligations whose performance is essential for the proper performance of the contract and on compliance with which the Customer may regularly rely.
(9) Liability for culpable injury to life, limb or health, liability under the German Product Liability Act (Produkthaftungsgesetz), liability arising from an assumed guarantee and liability in any other case of mandatory statutory liability shall remain unaffected. The Customer's statutory right to withdraw and any other mandatory rights arising from delay in delivery shall likewise remain unaffected. Section 7 shall apply in all other respects.

Section 5 Passing of Risk – Packaging Costs

(1) Unless otherwise stated in the order confirmation, delivery shall be ex works. If, at the Customer's request, the goods are dispatched to a place other than the place of performance, risk shall pass to the Customer upon handover of the goods to the forwarding agent, carrier or other person or body designated to carry out the shipment. In the case of collection, risk shall pass upon handover to the Customer or its representative; section 4 (5) shall remain unaffected.
(2) The return and recovery of packaging shall be governed by the statutory provisions applicable from time to time. To the extent permitted by law in relation to end users who are not consumers, separate agreements may be made regarding the place of return and the allocation of costs.
(3) At the Customer's request, we shall take out transport insurance for the delivery; the Customer shall bear the resulting costs.

Section 6 Liability for Defects

(1) The Customer's claims for defects are conditional upon the Customer having duly complied with its statutory duties to inspect and give notice of defects, in particular under section 377 HGB where that provision applies. Section 377 (5) HGB shall remain unaffected.
(2) If the goods are defective, the Customer may, at its option, demand subsequent performance by way of repair of the defect or delivery of defect-free goods. Our statutory rights to refuse the type of subsequent performance selected, in particular under section 439 (4) BGB, shall remain unaffected. The Customer shall make the goods available to us for inspection and subsequent performance. We shall bear the expenses necessary for subsequent performance, in particular transport, travel, labour and material costs as well as the removal and installation costs payable under section 439 (3) BGB. Where the goods have, after delivery, been moved to a place other than the agreed place of delivery or destination, the Customer shall bear the additional costs caused by such relocation unless the relocation was consistent with the intended use of the goods.
(3) If subsequent performance has failed, is lawfully or finally refused by us, is unreasonable for the Customer, or if setting a deadline is dispensable under the statutory provisions, the Customer may reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. Claims for damages and reimbursement of wasted expenditure shall be governed by paragraphs (4) to (8) and section 7.
(4) We shall be liable without limitation for loss resulting from an intentional or grossly negligent breach of duty by us, our legal representatives or our vicarious agents.
(5) In the event of ordinary negligence, we shall be liable only where a material contractual obligation has been breached. In such case, liability shall be limited to the loss that was foreseeable and typical for the contract at the time the contract was concluded. Material contractual obligations are obligations whose performance is essential for the proper performance of the contract and on compliance with which the Customer may regularly rely.

(6) The limitations of liability under paragraph (5) shall also apply to claims for reimbursement of wasted expenditure and to damages in lieu of performance. The Customer's statutory claims for subsequent performance, reduction of the purchase price or withdrawal shall not be restricted thereby.
(7) Liability for culpable injury to life, limb or health, liability under the German Product Liability Act, liability for fraudulent concealment of a defect, liability arising from an assumed guarantee as to quality or durability and liability in any other case of mandatory statutory liability shall remain unaffected.
(8) Except as otherwise provided in paragraphs (4) to (7) and section 7, our liability for damages and reimbursement of wasted expenditure in the event of ordinary negligence shall be excluded.
(9) The limitation period for claims for defects shall be twelve months from delivery of the goods. This shortening shall not apply
a) to claims under section 438 (1) no. 1 and no. 2 BGB,
b) to claims for damages or reimbursement of wasted expenditure for which we are liable under paragraphs (4) to (7) or under section 7,
c) where a defect has been fraudulently concealed or a guarantee as to quality or durability has been assumed,
d) to rights of recourse under sections 445a, 445b and 478 BGB, or
e) to the extent that mandatory statutory provisions prescribe a longer limitation period.
In the foregoing cases, the statutory limitation periods shall apply.
(10) The Customer's statutory rights of recourse against us, in particular under sections 445a, 445b and 478 BGB, shall remain unaffected.

Section 7 Overall Liability

(1) Irrespective of the legal nature of the claim asserted, our liability for damages and reimbursement of wasted expenditure shall be governed exclusively by section 4 (7) to (9) and section 6 (4) to (8). This shall apply in particular to claims arising from culpa in contrahendo, other breaches of duty and tort.
(2) The exclusions and limitations of liability set out therein shall also apply where, instead of claiming damages in lieu of performance, the Customer claims reimbursement of wasted expenditure.
(3) To the extent that our liability is excluded or limited, the exclusion or limitation shall also apply for the benefit of our legal representatives, corporate bodies, officers, employees, staff and vicarious agents.

Section 8 Retention of Title

(1) We shall retain title to the goods until all payments under the relevant supply contract have been received in full. In the event of a breach of contract by the Customer, in particular default in payment, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and demand return of the goods. In case of doubt, our demand for return shall at the same time constitute a declaration of withdrawal. After the goods have been recovered, we shall be entitled to realise them; the proceeds of realisation, less reasonable realisation costs, shall be credited against the Customer's liabilities.
(2) The Customer shall treat the goods with due care. To the extent customary and reasonable in view of the type and value of the goods, the Customer shall insure them at its own expense at replacement value against fire, water damage and theft. Any necessary maintenance and inspection work shall be carried out by the Customer in due time and at its own expense.
(3) In the event of attachment or other intervention by third parties, the Customer shall notify us without undue delay and provide all information and documents required to protect our rights. To the extent that the third party does not reimburse the judicial or extrajudicial costs of proceedings under section 771 of the German Code of Civil Procedure (Zivilprozessordnung - ZPO) or other enforcement measures, the Customer shall be liable for the shortfall only to the extent that it results from a breach of the Customer's notification or cooperation obligations for which the Customer is responsible.
(4) The Customer may resell the goods in the ordinary course of business. As security, the Customer hereby assigns to us all claims against its customers or other third parties arising from the resale, in an amount equal to the final invoice amount of our claim, including value added tax; where we hold co-ownership, the assignment shall be limited to the amount corresponding to our co-ownership share. We accept the assignment. The Customer shall remain authorised to collect the assigned claims until such authority is revoked. We shall not revoke the collection authority or collect the claims ourselves for as long as the Customer duly meets its payment obligations and our security interest is not endangered. Our security interest shall be deemed endangered in particular in the event of default in payment, cessation of payments or the filing of an application to open insolvency proceedings over the Customer's assets. In such event, we may require the Customer to disclose the assigned claims and the respective debtors, provide all information necessary for collection, surrender the relevant documents and notify the debtors of the assignment.

(5) Any processing or transformation of the goods by the Customer shall be carried out for us without giving rise to any obligations on our part. If the goods are processed together with items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the final invoice total, including value added tax, of the goods to the value of the other processed items at the time of processing. If the Customer nevertheless acquires sole ownership of the new item, the Customer hereby transfers the corresponding co-ownership share to us. In all other respects, the item created by processing shall be subject to the same provisions as the goods delivered subject to retention of title.
(6) If the goods are inseparably mixed or combined with items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the final invoice total, including value added tax, of the goods to the value of the other mixed or combined items at the time of mixing or combination. If the Customer's item is to be regarded as the principal item, the Customer hereby transfers proportionate co-ownership to us. The Customer shall hold the sole ownership or co-ownership so created in custody for us free of charge.
(7) As security for our claims against the Customer, the Customer also assigns to us any claims against a third party arising from the goods being combined with real property. We accept the assignment.
(8) At the Customer's request, we shall release security interests held by us to the extent that their realisable value exceeds the secured claims by more than 10%. We shall be entitled to select the security interests to be released.

Section 9 Jurisdiction – Place of Performance

(1) Where the Customer is a merchant, a legal entity under public law or a special fund under public law, our registered office shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship. We shall, however, also be entitled to bring proceedings against the Customer at the Customer's general place of jurisdiction. Any mandatory statutory exclusive places of jurisdiction shall remain unaffected.
(2) The laws of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
(3) Unless otherwise stated in the order confirmation, our registered office shall be the place of performance. Where the Customer is provided with both a German and an English version of these Terms, the German version shall prevail in the event of any discrepancy.

§ 10 Over- and under-deliveries

(1) Where goods are manufactured or processed specifically for an order and the exact agreed quantity cannot be achieved for technical or production-related reasons, or can be achieved only with disproportionate production effort, over- or under-deliveries of up to 10% of the agreed quantity of the relevant order item shall be permissible, provided that the deviation is reasonable for the Customer taking into account the Customer's legitimate interests.
(2) Within the above tolerance, the quantity actually delivered shall be treated as contractually compliant. Only the quantity actually delivered shall be invoiced at the agreed unit price; the total price shall increase or decrease accordingly.
(3) Any quantity deviation beyond the above tolerance shall require the Customer's prior express consent.