1. Area of application

1.1. All deliveries, services and quotations from us are made and provided exclusively on the basis of our general terms and conditions of business and delivery (hereinafter GTC). These also apply to pre-contractual obligations and are also part of all contracts and agreements that we conclude with our contracting partners regarding the deliveries and services we offer. They also apply to all future pre-contractual obligations, deliveries, services and quotations made to our contracting partners, even if they are not separately agreed again.

1.2. Our GTC are deemed to have been accepted and agreed at the latest upon receipt of our goods and services by our customers.

1.3. General terms and conditions of contracting partners or third parties do not apply, even if we do not specifically object to their applicability in individual cases. Even if we refer to correspondence containing or referring to the contracting partner's or a third party's general terms and conditions, this does not mean that we agree that their general terms and conditions apply. Our GTC also apply in particular if we carry out our services without reservation despite being aware of the contracting partner's general terms and conditions that conflict with or deviate from our GTC.

1.4. Unless excluded or otherwise regulated by an individual agreement or these general terms and conditions of business and delivery, the following provisions and laws apply in addition to these general terms and conditions of business and delivery in the following order: The INCOTERMS of the International Chamber of Commerce in Paris, the German Commercial Code and the German Civil Code as amended.

2. Quotations and conclusion of contract

2.1. All of our quotations are without obligation and non-binding unless they are expressly marked as binding. They are ex works our place of business. We are bound by our quotations that are marked as binding for 14 days from receipt of our quotation by our contracting partner, unless other binding or acceptance periods are specified in the specific quotations.

2.2. Orders from our customers are binding and can be accepted by us within two weeks of receipt by means of an order confirmation or by execution of the order.

2.3. The scope of our deliveries and services, as well as the legal relationship with our contracting partners, is governed exclusively by the written contracts and agreements, including our general terms and conditions of business and delivery. These reflect fully all agreements between the contracting partners regarding the subject matter and content of the contract. Verbal promises made by us prior to the conclusion of contracts are not legally binding. Verbal agreements between the parties are superseded by written contracts and agreements, unless they expressly state that they will remain binding.

2.4. Additions and amendments to the agreements made, including these GTC, require written form in order to be effective. With the exception of managing directors or Prokuristen (authorised signatories), our employees are not authorised to make any verbal agreements that deviate from these GTC.

2.5. Information provided by us regarding the subject matter of deliveries, services or quotations, as well as our presentation of them, are only approximate unless exact conformity is required for the contractually intended purpose. They are not guaranteed features, but rather descriptions or indications of the deliveries or services. Standard industry deviations that occur due to legal regulations or represent technical improvements, along with replacements with equivalent services, are permitted so long as they do not impair the deliverables' fitness for the contractually intended purpose.

2.6. Drawings, illustrations, dimensions, weights, samples or corresponding performance data are only binding if this has been expressly agreed in writing by both parties.

2.7. We assume no liability for information, recommendations or advice – particularly from our sales representatives. They are only binding for the transaction concluded between the parties if they have been expressly included in the contractual agreement or confirmed by us in writing.

2.8. We reserve all intellectual property rights to all quotations, cost estimates, illustrations, drawings, calculations, brochures, catalogues, computations and other documents submitted by us. The contracting partner may not, without our express consent, make these items and documents accessible to third parties, either as such or in their content, disclose them, use them or reproduce them themselves or through third parties or use them in any other form. Upon our request, the contracting partner must return these items and documents to us in their entirety and destroy any copies made if they are no longer required by the contracting partner in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices

3.1. Our prices apply to the scope of services and deliveries specified in the contracts. Additional or special services will be charged separately. All prices are net prices in euros, excluding statutory VAT, ex works, and subject to additional packaging and storage costs. For export deliveries, customs duties, fees and other public charges and taxes are also added.

3.2. Packaging containers supplied with the goods remain our property. We charge the deposit specified in our quotation for these containers. If the customer returns the packaging containers freight and postage paid and in perfect condition within four weeks of receiving a delivery, the deposit paid will be credited to them.

3.3. We are entitled to unilaterally increase the remuneration in the event of increases in material manufacturing and/or material and/or product procurement costs, wages and ancillary wage costs, social security contributions, energy costs, costs due to environmental regulations, currency regulations, customs duties, freight rates, and/or public charges, if these directly or indirectly affect the costs of manufacturing or procuring the goods or the costs of our contractually agreed services, and the time between the conclusion of the contract and delivery is more than three months. An increase as described above is excluded to the extent that the cost increase in one or all of the aforementioned factors is offset by a cost reduction in other factors leaving the total delivery cost unchanged. If the aforementioned cost factors reduce without this reduction being offset by an increase in other aforementioned cost factors, the cost reduction must be passed on to the customer in the form of a price reduction. If the new price, due to our aforementioned right to adjust prices, is 20 % or more higher than the original price, the customer will be entitled to withdraw from contracts that have not yet been fully fulfilled. However, the customer may only exercise this right immediately after being notified of the increased price.

4. Payment terms, default, offsetting and right of retention

4.1. Payments are due immediately upon receipt of the invoice within 14 days without any deductions or discounts, unless otherwise is agreed in writing. The date upon which the payment will be considered to have been made is the date it is received by us.

4.2. Cheques are accepted only by special agreement and only as conditional payment, not as payment in full, subject to the calculation of all collection charges and discounting costs.

4.3. Offsetting against counterclaims of the contracting partner or withholding payments due to such claims is only permissible if and to the extent that the counterclaims are undisputed or established in law.

4.4. The customer is in default at the latest if payment is not received within 7 days of the due date and receipt of the invoice or an equivalent payment request. If the date of receipt of the invoice is uncertain, default occurs at the latest 10 days after the due date and receipt of the goods or services. Default occurs even before this point, regardless of the above, if the customer fails to pay by a calendar date expressly agreed with the customer, or finally and seriously refuses to pay before this date or before the due date, or otherwise indicates that they will not pay.

4.5. In the event of default on any payment, we will also be entitled to withhold delivery or other performance under all contracts until all outstanding claims against the customer have been settled in full. The customer can avert this right of retention by providing an unconditional and irrevocable guarantee from a credit institution authorised as a customs and tax guarantor in the amount of all outstanding claims. Furthermore, after the unsuccessful expiry of a grace period set for the customer, we will be entitled to withdraw from all unfulfilled contracts. The assertion of claims for damages remains unaffected in these cases. If, at the time of conclusion of the contract, circumstances unknown to us exist that noticeably impair the customer's creditworthiness, in particular an adverse credit assessment from a credit insurer, enforcement measures against the customer's assets, the submission of a sworn statement of assets, the filing of an insolvency petition, the opening of insolvency proceedings or the rejection of the insolvency petition for lack of assets, we will be entitled, irrespective of the contractual agreements with the customer, to demand reasonable advance payments or, alternatively, security.

5. Delivery and delivery time

5.1. Our deliveries and services are ex works, unless and to the extent that the parties have agreed otherwise.

5.2. Delivery and service deadlines and dates indicated and specified by us are non-binding and always approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, the time of handover to the freight forwarder (including our own transport company), carrier or other third party assigned the task of transporting the shipment will determine whether delivery deadlines and dates have been met. If shipment/transport becomes impossible through no fault of our own, the deadline is met upon receipt by the customer of the notification of readiness for shipment. The same applies if the customer undertakes delivery/collection of the service/goods.

5.3. Without prejudice to our rights arising from the contracting partner's default, we may demand that the contracting partner extends the deadlines for delivery or performance or puts back the date of delivery or performance by the same length of time in which the contracting partner fails to meet its contractual obligations to us, in particular if it fails to provide the information, documents, required permits and approvals to be supplied by it, or fails to provide them to us in a timely manner.

5.4. We will not be liable if delivery is impossible or delayed, providing this is due to force majeure or any other event that was not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in material or energy procurement, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in the obtaining of necessary official approvals, official measures or the non-supply, incorrect supply or late supply by suppliers) and for which we are not responsible. If such events make it much more difficult or impossible for us to make the delivery or perform the service and the hindrance is not of a temporary nature, we will have the right to withdraw from the contract. In the event of any hindrance of a temporary nature, the deadlines for delivery or performance will be extended, or the dates for delivery or performance will be put back by the length of the hindrance plus any appropriate start-up time. If, as a result of the aforementioned delay in delivery or performance exceeding three months, adherence to the contract becomes unreasonable for the parties, each party will have the right to withdraw from the contract with respect to the unfulfilled portion. However, our customer may only do so after granting us a reasonable grace period.

5.6. If we are in default with a delivery or performance for reasons for which we are responsible, or if a delivery or performance becomes impossible for reasons for which we are responsible, our liability for damages, unless already entirely excluded under paragraph 8 of these GTC, is limited to 0.5 % of the net remuneration for the delayed delivery for each commenced week of delay, but not exceeding 5 % of the net remuneration for the total delivery. Further claims for damages, in particular damages in lieu of performance, as well as further damages for delay, such as lost profits and loss of use, are excluded. The aforementioned exclusion or limitation of liability applies only to the extent that it does not conflict with mandatory statutory provisions. In this respect, the provisions of paragraph 8 apply accordingly.

5.7. If delivery is put back at the instigation of our contracting partner by more than one month after notification of readiness for shipment, we may charge the contracting partner storage fees of 0.5 % of the agreed gross price of the goods ready for shipment for each commenced month of the postponement, up to a maximum of 5 % of the agreed gross price of the goods ready for shipment. The contracting partner reserves the right to prove that no or lower storage costs were incurred by us. We may, upon presentation of proof, demand higher costs than the aforementioned flat rate.

6. Place of performance, shipping, packaging, transfer of risk, acceptance

6.1. The place of performance for all obligations arising from the contractual relationship is the registered office of our company, unless otherwise agreed.

6.2. The method of shipping and packaging are at our discretion.

6.3. The risk of deterioration or loss is transferred at the latest upon handover of the goods (whereby the start of the loading process is relevant) to the transport company, freight forwarder or any other third party appointed to transport the shipment. This also applies if partial deliveries are made or if we have assumed other obligations (e.g. shipping or installation). If shipping or handover is delayed due to circumstances for which our customer is responsible, the risk will be transferred to the customer from the day on which the goods are ready for shipment and we have notified the contracting partner of this.

6.4. If the customer is a trader within the meaning of the German Commercial Code (HGB), then, notwithstanding subparagraph 6.3 above, it is agreed that the risk generally remains with the customer, even if the goods are located at our premises for the execution of an order. In these cases, our liability for damages, in particular those resulting from damage to or loss of the goods and items, is excluded, unless liability cannot be excluded pursuant to paragraph 8 of these GTC.

6.5. Should the customer wish us to ship the goods and this shipment has not already been contractually agreed and regulated, the customer hereby authorises us to place corresponding orders with transport companies and freight forwarders on their behalf, whereby we will select suitable and cost-effective freight forwarders in the customer's interest. In this case as well, the provisions regarding the transfer of risk according to pursuant to subparagraphs 6.3 and 6.4 above remain in effect. The customer will reimburse us separately for any shipping costs incurred. This also applies if we act as the freight forwarder ourselves. In these cases, the German Freight Forwarders' Standard Terms and Conditions (ADSp) in their version valid at the time the order is placed will apply in addition.

6.6. Unless, by contractual agreement, the risk has already passed to the customer upon handover of the goods to the transport company, freight forwarder or other person appointed to transport the shipment, it is agreed that unloading the delivery is generally the customer's responsibility. If the freight forwarders appointed by us unload the goods, it is agreed that this is done solely on behalf of the customer. We exclude all liability for any damages arising from or in connection with this. In such cases, the customer will indemnify us against any third-party claims for damages.

6.7. The shipment will be insured by against standard insurable transport risks only upon the express request and at the sole expense of the customer.

6.8. If acceptance is required, the delivery will be deemed accepted if:

- the delivery is completed,
- we have notified the contracting partner of this deemed acceptance and requested acceptance,
- 3 working days have passed since delivery or the contracting partner has started to use the delivery, and
- the contracting partner has failed to accept the delivery within this period for any reason other than a defect reported to us that renders impossible or significantly impairs the use of the delivery.

6.9. The risk also passes to the customer if the customer is in default of acceptance of the goods or service.

6.10. If the goods are to be inspected according to special conditions or agreements, acceptance by the customer must take place at our premises. The customer will bear the costs of acceptance.

7. Notice of defects and warranty

7.1. If our customer is a trader within the meaning of the law and concludes the contract with us for their business purposes, the following applies with regard to warranty periods:

a) For purchase contracts concerning new movable goods, the warranty period is one year.
b) For purchase contracts concerning used movable goods or display items, the warranty is completely excluded.
c) For contracts for work and services that include the manufacture, maintenance, or modification of the goods, including related planning work (excluding work on land and the construction of a building, including planning), as well as other services with intangible results, the warranty period is limited to one year.

7.2. If the customer is a trader within the meaning of the law and concludes a contract with us for their business purposes, they are obligated, notwithstanding the above provisions in paragraph 2 and the statutory provisions of section 377 HGB, to carefully inspect the goods or services immediately after delivery to our customer or to a third party designated by them. The goods, items or services are deemed accepted by our customer with regard to obvious defects or other defects that would have been apparent in the case of an immediate, careful inspection, unless we immediately receive written or text notification of the defect. With regard to other defects, deliveries and services are considered to have been approved by the customer unless we receive notification as soon as the defect becomes apparent. If the defect was apparent to the customer at an earlier time during normal use, this earlier time is when the notification period commences. The above provisions apply accordingly to the quantities and weight of deliveries and services. Upon request by us, rejected goods must be returned to us carriage free. In the case of a justified notification of defects, we will reimburse the costs of the most economical shipping method. This does not apply if the costs increase because the goods are located at a place other than the place of intended use. In all cases, we have the right to collect the goods ourselves.

7.3. If the delivered goods or services have defects, we will have the right, at our discretion, to either repair or replace the goods. If the quantity delivered falls short of the quantity ordered (number of units and/or weight) by up to 10 %, we may, at our discretion, either make a supplemental delivery the shortfall amount or reduce the price based on the agreed price. If the quantity delivered falls short of the quantity ordered by more than 10%, we will have the right to make a supplemental delivery. After the second attempt, the subsequent performance, repair or supplemental delivery is deemed to have failed, unless the nature of the item or the defect or other circumstances dictate otherwise. In this case, our contracting partner may withdraw from the contract or reduce the price appropriately. The statutory provisions of sections 323 V, VI of the German Civil Code (BGB) must be observed in the event of withdrawal. If the contracting partner receives a quantity greater than ordered (by number of units and/or weight), they must, at their discretion, either pay for it based on the contractually agreed prices or return it to us.

7.4. The warranty period pursuant to this section commences upon delivery or, if acceptance is required, upon acceptance, and in the event of refusal to accept or delay in acceptance by the customer, upon receipt by the customer of the notification of readiness for handover of the goods.

7.5. The exclusion and reduction of the warranty period pursuant to this section does not apply to claims for damages arising from a guarantee or the assumption of a quality risk within the meaning of section 276 BGB, nor to claims for injury to life, limb or health resulting from a negligent or deliberate breach of duty by us, our legal representatives or vicarious agents. Furthermore, the exclusion and reduction of the limitation period does not apply to other damages resulting from a grossly negligent or deliberate breach of duty by us, our legal representatives or vicarious agents. This exclusion and reduction also does not apply to any other cases in which statutory provisions mandatorily preclude the exclusion and/or reduction of warranty claims and/or warranty periods.

7.6. In the event of defects from (other) manufacturers that we cannot remedy for licensing or practical reasons, we will have the right, at our discretion, to assert our warranty claims against the manufacturers and our suppliers on behalf of our customer or to assign these claims to the customer. Warranty claims against us for such defects exist under the other conditions and provisions of these GTC only if the legal enforcement of the aforementioned claims against the manufacturer and our suppliers has been unsuccessful or offers no prospect of success, for example, due to insolvency. During the course of the legal proceedings, the limitation period for the contracting partner's warranty claims against us is suspended.

7.7. The following also applies to the exclusion of warranty:

a) The warranty will be void if the contracting partner modifies the delivery item or has it modified by third parties without our consent, thereby making the rectification of the defect impossible or unreasonably difficult. In any case, the contracting partner will bear the additional costs of rectifying defects resulting from the modification.
b) If the customer fails to follow any instructions or information we provide regarding the goods/services or their handling/use, any warranty and liability claims based thereon are void.
c) If the customer itself or a third party improperly repairs the goods/items or services we have delivered, we will not be liable for any resulting consequences.
d) The customer's warranty claims are excluded if the customer uses the goods or services we have delivered beyond their usual and contractually agreed purpose and/or contrary to the manufacturer's operating and user manual, without having expressly informed us of this in writing prior to the conclusion of the contract. This is particularly the case if the goods or services are exposed to operating or special stress conditions unknown to us and not communicated to us.
e) With regard to the above points a) to d), the provisions of subparagraph 7.6 above apply accordingly.

7.8. In the event of a justified notification of defects, payments by our customer may only be withheld up to a reasonable portion of the remuneration.

7.9. The assignment of warranty claims to third parties without our consent is excluded.

7.10. If the customer requests that warranty work be carried out at a location specified by them that is not the place of performance, the customer will – with our consent – reimburse all resulting additional costs and expenses, in particular the additional working hours at our standard rates, as well as the actual proven travel expenses.

7.11. The warranty provisions above are, subject to the provisions on damages/withdrawal in the provisions pursuant to paragraph 8 below, exhaustive and exclude any other warranty claims of any kind. This does not apply to claims for damages arising from warranties of guaranteed properties that are intended to protect the customer against the risk of consequential damages. Such warranties must be in writing and countersigned by us.

8. Liability/withdrawal/flat rate

8.1. Subject to the following exceptions, we will not be liable, in particular for claims by the customer for damages or reimbursement of expenses, regardless of the legal basis, in the event of a breach of obligations arising from the contractual relationship with the customer.

8.2. The exclusion of liability pursuant to subparagraph 8.1 above does not apply:

a) to our own deliberate or grossly negligent breaches of contract and deliberate or grossly negligent breaches of contract by our legal representatives or vicarious agents
b) to breaches of essential contractual obligations, i.e., those obligations whose fulfilment is fundamental to the contract and on which the customer may rely
c) in the event of injury to body, limb or health resulting from our or our legal representatives' and vicarious agents' deliberate or negligent conduct
d) in the event of default, if a fixed delivery and/or performance date has been agreed;
e) to the extent that we have assumed a guarantee for the quality of our goods, the achievement of a specific performance outcome or a procurement risk within the meaning of section 276 BGB.
f) in the case of mandatory statutory liability provisions, in particular those of the Product Liability Act (Produkthaftungsgesetz).

8.3. In the event that we or our executive bodies and vicarious agents are only guilty of slight negligence and none of the cases described in subparagraph 8.2(d) to (f) above apply, we will only be liable for typical and foreseeable damages, even in the case of a breach of material contractual obligations.

8.4. In the event of liability, our obligation to pay compensation for property damage and resulting consequential financial losses is limited per damage event to the respective coverage limits of our business and product liability insurance. This does not apply if we are guilty of fraud, wilful misconduct, or gross negligence, to claims arising from injury to life, limb or health, or in the case of a claim based on a tort, a guarantee, or the assumption of a procurement risk pursuant to section 276 BGB, or in cases where higher liability limits are mandatory under law. Any further liability is excluded. We will provide the specific amounts of the respective coverage limits upon request.

8.5. The exclusions of liability and limitations of liability above apply to the same extent for the benefit of the executive bodies, legal representatives, employees and other vicarious agents as well as our subcontractors.

8.6. The above provisions do not entail a reversal of the burden of proof.

8.7. If we provide technical information or advice and this information or advice is not part of the contractually agreed scope of services owed by us, this is done free of charge and excluding any liability.

8.8. We reserve the right to withdraw from the contract if there are reasonable doubts as to whether the customer will duly fulfil its contractual obligations, in particular in the event of an adverse credit assessment from a credit insurer. This also applies in the case of culpably incorrect or incomplete information provided by the customer regarding facts concerning their creditworthiness, in the event of enforcement measures against their assets, in the event of the submission of a statutory declaration of insolvency, and in the event of insolvency proceedings being opened, as well as the application for or rejection thereof due to insufficient assets.

8.9. If the customer does not make the due down payment or does not accept the goods offered, we may withdraw from the contract and/or claim damages, provided we have previously set the customer a reasonable deadline for payment or acceptance in writing and the customer has failed to comply with this request by that deadline or has expressly refused payment or acceptance. If we claim damages in lieu of performance in this regard, the customer will pay us 25 % of the order total resulting from the underlying contract/order, without deductions. The customer reserves the right to prove that no damage or damage less than this flat rate has occurred. We reserve the right to claim damages higher than the flat rate. The flat rate does not include any legal costs, which the customer must reimburse separately if the legal requirements are met.

9. Retention of title

9.1. We retain title to all goods delivered by us (goods subject to retention of title) until all of our claims arising from the business relationship with the customer, including future claims from subsequently concluded contracts, have been settled. This also applies to any balance in our favour if individual or all claims are included in an open account and the balance has been drawn.

9.2. The customer must insure the goods subject to retention of title in accordance with their respective replacement value, in particular against fire and theft, and to take out natural hazard insurance that covers in particular water and storm damage. Claims against the insurance company arising from a loss concerning the goods subject to retention of title are hereby assigned to us up to the value of the goods subject to retention of title. We hereby accept this assignment.

9.3. The customer is authorised to resell the delivered products in the ordinary course of business. Other forms of disposal, in particular pledging the products or granting security interests therein, are prohibited. If the goods subject to retention of title are not paid for immediately by the third-party purchaser upon resale, the customer is obligated to resell them only under extended retention of title, i.e. against assignment of the purchase price to the purchaser. The authorisation to resell the goods subject to retention of title will lapse automatically if the customer suspends payments or defaults on payments to us.

9.4. The customer hereby assigns to us all claims, including securities and ancillary rights, arising from or in connection with the resale of goods subject to retention of title against the end customer or against third parties. The customer may not enter into any agreement with its end customers that excludes or impairs our rights in any way or that invalidates the advance assignment of the claim. In the event of the sale of goods subject to retention of title together with other items, the claim against the end customers is deemed assigned to us in the amount of the net delivery price agreed between us and the customer, unless the invoice specifies the amounts attributable to the individual goods.

9.5. The customer remains authorised to collect the claims assigned to us until we revoke this authorisation, which we may do at any time. However, we will only revoke the authorisation to collect if we have a legitimate interest. Such a legitimate interest exists, for example, if the customer fails to meet its payment obligations properly or defaults on payment. Upon our request, the customer must provide us with all information and documents necessary for the collection of assigned receivables at the first time of asking and, unless we do so ourselves, to immediately inform its end customers of the assignment to us.

9.6. If the customer includes receivables from the resale of goods subject to retention of title in a current account relationship with its end customers, it hereby assigns to us any resulting recognised final balance in its favour up to the amount corresponding to the total amount of the receivables from the resale of our goods subject to retention of title included in the current account relationship. We hereby accept this assignment.

9.7. The customer must notify us immediately if it has already assigned claims arising from the resale of our delivered or to-be-delivered products to third parties, particularly via non-recourse factoring (where the factor assumes the credit risk) or recourse factoring (where the risk of non-payment remains with the seller), or if it has entered into any other agreements that could impair our current or future security rights. In the case of recourse factoring, we will have the right to terminate the contract and demand the immediate return of any products already delivered. The same will apply in the case of non-recourse factoring if the customer is restricted from freely disposing of the purchase price proceeds under its agreement with the factor.

9.8. In the event of a breach of contract attributable to the customer, in particular in the case of default in payment, we will have the right to take back all goods subject to retention of title after withdrawing from the contract. In this case, the customer will return the goods without further ado and bear the transport costs necessary for the return. Our repossession of the goods subject to retention of title constitutes a withdrawal from the contract. In the event of withdrawal, we are entitled to realise the goods subject to retention of title. The proceeds from the realisation, less reasonable costs of realisation, will be offset against any claims the customer owes us arising from the business relationship. We may enter the customer's business premises at any time during normal business hours in order to assess the inventory of goods delivered by us. The customer must inform us immediately in writing of any third-party claims against goods subject to retention of title or claims assigned to us.

9.9. If the value of the securities assigned to us pursuant to the above provisions exceeds our total outstanding receivables by more than 10 %, at the request of the customer we must release securities of our choice to that extent.

9.10. The processing and treatment of the goods subject to retention of title are carried out for us as the manufacturer, without, however, creating any obligation on our part. If the goods subject to retention of title are processed or inseparably combined with other items not belonging to us, we will acquire co-ownership of the new item. Our co-ownership share will be calculated by the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods subject to retention of title are combined with other movable items to form a single item that is to be regarded as the principal item, the customer hereby assigns to us co-ownership of this item in the aforementioned same ratio. The customer will store any items under our sole or co-ownership for us free of charge. The resulting co-ownership rights are considered goods subject to retention of title. Upon request, the customer must provide us at any time with the information necessary to pursue our sole or co-ownership rights.

9.11. We also have a contractor's lien on the items brought to us by the customer for processing in connection with the performance of the contract. By way of precaution, a contractual lien on these items is considered agreed between the customers and us upon handover to us.

10. Place of performance, applicable law, place of jurisdiction

10.1. The laws of the Federal Republic of Germany apply to the business relationship with our customers and the entire legal relationship between us and them, excluding its national conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2. For all disputes arising from the contractual and legal relationship with our customers, the place of jurisdiction is the location of our registered office if the customer 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. This will also be the place of performance and fulfilment unless otherwise is agreed.

10.3. If these GTC contain any gaps or invalid clauses, this will not affect the validity of the remaining provisions of the GTC. In such cases, any such gaps or invalid provisions will be deemed replaced by legally valid provisions that the parties would have agreed, in line with the economic objectives of the contract and the purpose of these GTC, had they been aware of the gap or invalidity.

Date: 15/07/2026