

1. Scope of application

- 1.1. Our deliveries, services and offers are made exclusively on the basis of these terms and conditions. They shall therefore also apply to all future business relations, even if they are not explicitly agreed again.
- 1.2. These terms and conditions shall be deemed accepted at the latest upon receipt of the goods or services. Orders or counter-confirmations of the customer with reference to his terms and conditions are hereby explicitly contradicted. Deviations from our terms and conditions, in particular the validity of the customer's purchase regulations, verbal collateral agreements, including discount and bonus promises as well as re-arrangements are only legally binding if we explicitly acknowledge or confirm them in written form.

2. Offer and conclusion of contract

- 2.1. Our offers are subject to confirmation and are non-binding. Contracts (order and acceptance) as well as their amendments and supplements must always be made in writing. Oral collateral agreements or oral assurances which go beyond the written contract are ineffective. This also applies to the waiver of this written form requirement itself.
- 2.2. Additional agreements require our written confirmation in any case.

3. Prices

- 3.1. The price regulations are always based on our valid price lists plus the respective statutory value added tax. In the case of written order confirmations, the prices stated in our order confirmation plus the respective statutory value added tax shall apply. For orders for which fixed prices have not been explicitly agreed, we reserve the right to charge the list price valid on the day of delivery/service. Otherwise, we shall be entitled to increase prices from one month after conclusion of the contract if such price increases are based on changes in price-forming factors (e.g.: wage settlements, raw material or energy costs, costs for auxiliary and operating materials, increase in freight costs) which arose after conclusion of the contract and for which we are not responsible. The amount of the price increase must be justified by the change in the price-forming factors and notified to the customer within a reasonable period of time. If fixed prices have been agreed, this shall only apply if the changes were unforeseeable when the contract was concluded.
- 3.2. Unless otherwise agreed, the prices for deliveries and services are ex works, including standard packaging. Freight costs and customs duties shall be borne by the customer.
- 3.3. Additional deliveries and services shall be invoiced separately.

4. Delivery

- 4.1. Dimensions and weights are subject to the usual deviations. The weight determined by us on a calibrated scale at our production site shall be decisive for invoicing. In the case of packaging in PE bags, the weight may be determined by the number of units.
- 4.2. The customer shall be entitled to check the weight determination upon acceptance of the goods at his own expense. Complaints in this respect must be made immediately after the goods have been received.
- 4.3. If the goods are delivered free to the construction site or delivered to the customer, the unloading point must be easily accessible for the vehicles. If access to the unloading point is not possible or reasonable for any reason, unloading shall take place at the point up to which the vehicle can reach and be unloaded unhindered. Any additional costs incurred as a result shall be borne by the customer.
- 4.4. Unless otherwise agreed, the customer shall be responsible for unloading.

5. Payment

- 5.1. Unless otherwise agreed, payments are due immediately upon delivery/service. The customer shall be in default if he does not make full payment within 30 days of the due date and invoicing. If the customer is in default, we shall be entitled to charge interest at a rate of 9 percentage points above the respective base interest rate within the meaning of the German Civil Code (BGB) from the relevant point in time.
- 5.2. We are entitled, in spite of the customer's provision to the contrary, to first set off payments against the customer's older debts. If costs and interest have already been incurred, we shall be entitled to first set off the payment against the costs, then against the interest, and finally against the principal performance. Payment instructions and bills of exchange shall only be accepted after special agreement and only on account of payment. cheques shall only be accepted on account of payment. All collection and discount charges as well as any other fees incurred shall be borne by the customer.
- 5.3. A payment shall only be deemed to have been made when we can dispose over the amount. In the case of cheques and bills of exchange, payment shall not be deemed to have been made until the cheque or bill of exchange has been cashed and the cashing bank has charged back the amount.
- 5.4. If the customer does not meet his payment obligations - in particular if bills of exchange or cheques are not honoured or charged back or if the customer suspends his payments - or if we become aware of other circumstances which call the creditworthiness of the customer into question, then the entire remaining debt is due, even if we have accepted cheques or bills of exchange. In this case, we shall also be entitled to withdraw from our delivery and service obligations, to demand advance payments or securities.
- 5.5. The customer shall only be entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed.
- 5.6. We reserve the right to make deliveries only against payment in advance.

6. Time of delivery and performance date

- 6.1. The dates and periods stated by us are non-binding unless expressly agreed otherwise in written form.
- 6.2. The customer may request us in written form 24 hours after a non-binding delivery/service date or a non-binding delivery/service period has been exceeded to deliver/perform within a reasonable period.
- 6.3. In the event of default, the customer may demand compensation for the damage caused by default in addition to delivery/service only if we are guilty of intent or gross negligence. Liability shall be limited to foreseeable damages.
- 6.4. In the event of default, the customer shall only be entitled to withdraw from the contract if he has set us a reasonable grace period in written form, stating that he rejects acceptance of the subject matter of the contract after expiry of the grace period and that the grace period has expired unsuccessfully. In this case, a withdrawal can only take place if it is declared in written form.
- 6.5. The customer shall only be entitled to claim damages for non-performance in the event of intent or gross negligence on our part; liability shall be limited to foreseeable damages.
- 6.6. If, while we are in default, the delivery/service is made considerably more difficult or impossible for us by chance, we shall nevertheless be liable in accordance with Sections 6.3. to 6.5., unless the damage would have occurred even if the delivery/service had been made on time.
- 6.7. We shall not be responsible for delays in delivery and performance due to force majeure and due to events which significantly impede or render impossible the delivery/performance - including subsequent difficulties in procuring materials, operational disruptions, strikes, lockouts, shortages of raw materials or energy, lack of personnel, lack of means of transport, official orders, etc., even if they occur at our subcontractors or their subcontractors - even in the case of bindingly agreed deadlines and dates. They entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet performed.
- 6.8. If the hindrance lasts longer than 10 days, the customer shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled in accordance with Section 6.4. The customer's rights shall be determined in accordance with Section 6.5.
- 6.9. We are entitled to make partial deliveries and render partial services at any time.

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7. Transfer of risk

The risk shall pass to the customer as soon as the goods have been handed over to the person carrying out the transport or have left our production site for the purpose of dispatch. If dispatch becomes impossible through no fault of our own, the risk shall pass to the customer upon notification that the goods are ready for dispatch.

8. Rights in case of defects

- 8.1. The quality of the subject matter of the contract (goods) corresponds to the general technical regulations and - insofar as such exist - additional technical regulations. Information in our respective valid descriptions (e.g. recommendations for use, suitability tests, product data sheets, recipes available at the production site) on the composition of the subject matter of the contract shall form part of the contract insofar as they are provided for as part of the contract in the additional technical regulations. The information always serves as a yardstick for determining whether the goods are free of defects, whereby in any case the limit value may be exceeded or fallen short of by the tolerances contained in the regulations.
- 8.2. We do not guarantee that the subject matter of the contract is suitable for the specific purposes of the customer, in particular for the intended use of the customer.
- 8.3. The customer shall immediately inspect the delivered object of the contract (goods) upon receipt for defects with regard to quality and purpose of use in accordance with applicable DIN standards, even if reasonable by sample processing, otherwise the object of the contract shall be deemed approved. The customer shall notify defects in written form immediately after their discovery.
- 8.4. Unless a longer period is indispensably required by law or we have assumed a guarantee, claims for defects shall expire after one year. Otherwise, the period specified by law shall apply. The periods begin with the respective delivery/performance date.
- 8.5. If the subject matter of the contract is defective, we shall deliver/perform replacement to the exclusion of other claims based on the defect. If the customer is not interested in a replacement delivery/service or if the required expenditure of the replacement delivery/service is disproportionate in comparison with the advantage for the customer, the customer shall only be entitled to demand a reduction of the remuneration or cancellation of the contract. A rescission of the contract is excluded if the contractual services elude their nature after a restitution.
- 8.6. The above paragraphs conclusively contain the rights of the customer in the event of defects in the contractual objects and exclude other claims of any kind. If we have assumed a guarantee for the quality, the customer shall be entitled to the statutory rights due to a defect.

9. Liability

- 9.1. We shall be liable in accordance with the following provisions for damages - irrespective of the legal basis - if we, our legal representatives, our vicarious agents and our employees have culpably caused them.
- 9.2. Liability towards the customer is excluded except in the case of damages resulting from injury to life, body or health and in cases of intent and gross negligence. This shall not apply if we have assumed a guarantee for the quality of the item.
- 9.3. Our liability shall be limited to the damage foreseeable as a result. Liability for consequential harm caused by a defect is excluded in accordance with clause 9.2.

10. Comprehensive retention of title

- 10.1. Until the fulfilment of all claims to which we are entitled against the customer for any legal reason now or in the future, we shall be granted the following securities, which we shall release on request at our discretion if their value exceeds the claims by more than 20% on a sustained basis.
- 10.2. The goods delivered by us shall remain our property (reserved goods). The customer is entitled to process and sell the reserved goods in the ordinary course of business. A proper business transaction within the meaning of these conditions does not exist if the assignability of his claims to third parties is excluded in the case of sales by the customer or in the case of his other remunerations or actions in favor of third parties. Pledging or transfer by way of security of the reserved goods is not permitted.
- 10.3. The Customer shall not acquire ownership of the reserved goods in the event of processing or transformation. Processing or transformation shall always take place for us as manufacturer, but without any obligation on our part.
- 10.4. In the event that the reserved goods are combined or mixed with other movable objects in such a way that they become essential components of a uniform object, we shall become co-owners of this object; our share shall be determined according to the value ratio of the objects at the time of the combination or mixing. If, however, the reserved goods are to be regarded as the main item, we shall acquire sole ownership. In the event that the reserved goods are combined with a building, the customer's claim to the creation of a security mortgage by the building contractor on the building site of his customer shall be assigned to us in the amount of the part corresponding to the value of the reserved goods.
- 10.5. The customer hereby assigns to us by way of security any claims arising from the resale or processing of the reserved goods or from any other legal grounds in respect of the reserved goods in the amount of the purchase price of the reserved goods. The customer is authorized to collect these claims on our behalf. The authorization to collect shall lapse if the customer does not properly fulfil his payment obligations towards us. In this case, we shall be entitled to disclose the assignments to the third-party debtors.
- 10.6. In the case of deliveries in construction projects for which the partial assignment is only permitted in the relationship between the customer and the customer with the prior consent of the customer, but this is not present or the partial assignment is generally excluded, this shall apply in deviation from Item 10.5:
The assignment refers to all claims to which the customer is entitled from the construction project for the fulfilment of which the customer has disposed of the reserved goods, irrespective of the amount of the purchase price of the reserved goods. Payments by the third-party debtor to us shall be transferred by us to the customer without delay as soon as our claim for payment of the purchase price and any ancillary claims have been settled. The customer may assign this claim against us. If the third-party debtor grants us partial payments and if the claim assigned to us exceeds our claim for payment of the purchase price by more than 20%, we undertake to transfer the incoming amounts immediately to the customer, provided that these exceed the amount of the claim plus 20%.
- 10.7. The customer shall be obliged to provide us with the information required to assert our claims and other claims immediately at his own expense and to deliver the documentary evidence, insofar as it is in his possession. The obligation shall apply accordingly in the event of execution against items belonging to us, claims and other property rights: the customer shall notify us immediately of the execution; he shall also inform the attachment creditor in writing of our rights. In addition to the aforementioned obligations to provide information and submit documentary evidence, the customer is obliged to notify the assignment to the third-party debtors together with us in writing.

11. Other provisions

- 11.1. The data from the contractual relationship shall be stored and used in accordance with § 28 German Data Protection Act.
- 11.2. To the extent permitted by law, all legal disputes arising directly or indirectly from the contractual relationship shall be brought before the court having jurisdiction for our registered office. We are also entitled to sue at the customer's place of business.
- 11.3. These terms and conditions and the entire legal relationship between us and the customer shall be governed by the laws of the Federal Republic of Germany in its current valid version, excluding the Uniform Law on the International Sale of Goods of 17.07.1973 and the UN Convention on Contracts for the International Sale of Goods (CISG). The contract language is German.
- 11.4. Should a provision in these terms and conditions or a provision in other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. The parties undertake to agree on a substitute provision which comes as close as possible to the economic result of the clause which may have been omitted.