



## General Terms and Conditions

### Terms of sale

#### § 1 General provisions

1.

The conclusion of contract is subject to the exclusive validity of our General Terms and Conditions of Delivery (hereinafter: T&Cs); we do not recognise any general terms and conditions of the customer's unless we have expressly agreed to their validity in writing.

Our T&Cs also apply if we fulfil our contractual obligation without reservation with knowledge of the customer's general terms and conditions.

2.

Our T&Cs only apply to entrepreneurs (Sections 310 I and 14 of the German Civil Code (BGB)), legal entities under public law, or special funds under public law.

3.

All agreements made between us and the customer to amend the contract or for the purpose of executing this contract shall be made in writing for the purpose of proof. This also applies to additions. This agreement on the written form can only be waived in writing for individual cases.

4.

Our T&Cs are also valid for all future transactions with the customer.

5.

The contractor undertakes vis-à-vis the client to comply with the principles of conduct set out in the Code of Conduct within the framework of its activities for KVG. The Business Partner Code of Conduct is available for download at <https://www.kvg-staudt.de/downloads>. In addition, the contractor shall ensure that KVG only cooperates with suppliers or other third parties who also comply with the aforementioned Code of Conduct.

6.

Our registered office is the exclusive international and local place of jurisdiction for all disputes arising from the contractual relationship and its settlement; however, we are also entitled to instigate proceedings against the customer at their place of business.

7.

Unless otherwise stated in the order confirmation, our place of business is the single place of performance for all deliveries and services under this contractual relationship, including those under warranty.

8.

The contract is subject to German law.

9.

The contractual language is German; if the T&Cs form part of the contract in a translation into another language, the German version is decisive in the event of inconsistencies in the text.

## **§ 2 Severability clause**

Should any of the provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. Insofar as a provision in the individual contractual part is ineffective, the contracting parties undertake to replace the ineffective provision with an effective one whose purpose comes as close as possible to that of the omitted provision.

The same applies if there is an omission in the contract.

## **§ 3 Offer**

1.

Our offer is non-binding.

2.

The advertising brochures submitted before the offer are subordinate to the service description in our offer, unless they are expressly designated as binding and of higher priority. In the event of contradictions between the service description and the aforementioned documents, the service description shall take precedence in the offer. For plan drawings, other visual representations and samples specifically related to the order, § 13 para. 2 applies.

3.

We can accept offers from the customer within 4 weeks, unless a shorter or longer commitment period has been agreed in writing.

4.

An order is only considered accepted if it is confirmed by us in writing or when we start to execute it.

5.

We reserve property rights and copyrights to cost proposals, drawings and other documents; they must not be made accessible to third parties. This applies, in particular, to such written documents that have been specified as "confidential"; before passing them on to third parties, the customer requires our express written consent. We undertake to only allow third parties access to plans designated as confidential by the customer with the customer's consent.

#### **§ 4 Prices – terms of payment**

1.

Unless otherwise agreed in writing, our prices are ex works from Staudt, excluding the costs for any packaging and transport; these are to be paid separately. Our prices do not include statutory value-added tax; this is specified separately in the invoice at the current rate applicable on the date of invoicing.

2.

If there are no other agreements, the customer can apply a discount of 2% for payments that are credited to us within 14 calendar days of the invoice date; otherwise, payment must be made within 30 days of receipt of the invoice without deductions. If the customer is in default, Section 288 BGB applies; we reserve the right to claim further damage.

3.

All of our claims will be due immediately if the payment terms have not been complied with or if we are aware of circumstances that are likely to reduce the creditworthiness of the customer. We are then also entitled to carry out any outstanding deliveries or services only against advance payment and to withdraw from the contract after a reasonable grace period, or to demand compensation instead of performance if the customer is at fault.

4.

The customer is only entitled to set-off rights if its counter claims are legally ascertained, indisputable, or recognised by us.

Excluded from this are claims for damages under warranty law arising from this contract. In addition, the customer is entitled to exercise a right of retention under the aforementioned conditions insofar as its counterclaim is based on the same contractual relationship.

5.

In addition, Sections 366 f. BGB apply.

## **§ 5 Delivery period and delivery date, partial deliveries**

1.

Delivery dates and delivery periods are only binding if this has been expressly agreed in individual cases. The delivery period begins on the day we accept the order, but not before complete clarification of all execution details. In the event that subsequent contractual changes are agreed, the delivery date or period must be adjusted if necessary.

2.

If dispatch is impossible for us through no fault of ours, the delivery period and delivery date shall be deemed to have been adhered to upon readiness for dispatch and their timely notification.

3.

The agreed delivery period shall be extended – without prejudice to our rights arising from default on the part of the customer – by the period by which the customer is in default of its obligations under this or another contract. This applies mutatis mutandis if a delivery date has been agreed.

4.

If we are in default with the delivery, the customer must set us a reasonable grace period and can withdraw from the contract after this grace period has expired; a grace period does not need to be set if we definitively and seriously refuse the delivery or if there are serious circumstances that make the grace period set unreasonable for the customer.

5.

Claims for damages due to non-compliance with binding delivery periods or due to other delays are excluded, unless the damage has been caused by us intentionally or through gross negligence; in the event of default due to slight negligence, we are only liable for damage that is foreseeable as typical for such a contract.

6.

Partial deliveries are permitted, unless otherwise expressly agreed.

### **§ 6 Obstruction in delivery**

Force majeure events entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract due to the part that has not yet been fulfilled. Force majeure is equivalent to strike, lockout and other circumstances for which we are not responsible that make the delivery or execution of the service significantly more difficult or otherwise impossible for us, such as fire, machine damage, a lack of raw materials, and obstruction of traffic routes, regardless of whether these circumstances occur with us or our suppliers. The customer can request a declaration from us as to whether we want to withdraw from the contract or deliver or perform within a reasonable period of time. If we fail to respond, the customer may withdraw from the contract.

### **§ 7 Compensation due to unjustified non-acceptance**

1.

If the customer withdraws from the contract without authorisation or does not accept the goods within the agreed period or any other reasonable period set in the notification of readiness for dispatch, we may withdraw from the contract and claim compensation. In this case, the risk of accidental loss or accidental deterioration of the goods passes to the customer at the time when it is in default of acceptance.

2.

As compensation, the customer shall owe 25% of the net invoice amount; if we can prove the occurrence of greater damage, compensation for this damage shall be due. The customer shall be entitled to prove that we have suffered no damage or a lesser loss than that stipulated.

### **§ 8 Shipping – transfer of risk – transport pallets**

1.

Unless otherwise agreed in writing, shipping ex works from Staudt is carried out by us at the expense and risk of the customer, whereby we choose the means of transport subject to instructions from the customer.

2.

Upon handover to the forwarder or carrier, but at the latest when the goods leave the factory, the risk passes to the customer.

The customer shall immediately request delivery of those goods of which it has been notified that they are ready for dispatch; otherwise, we are entitled to store them at the expense and risk of the customer at our own discretion and to invoice them as delivered ex works.

3.

If shipping is delayed due to circumstances attributable to the customer and for which we are not responsible, the risk passes to the customer from the date of readiness for shipping.

4.

For supplied euro pallets, the customer must return faultless euro pallets in exchange; otherwise they will be invoiced additionally. If other pallet systems are used, the regulations to be observed in these systems and the prescribed procedure apply. If the customer does not comply with this, the costs thereby incurred will be charged to the customer.

## **§ 9 Retention of title**

1.

Until full and complete payment of all our current and future claims under the delivery contract and any current business relationship (secured claims), we retain title to the goods delivered. In the event of a breach of contract on the part of the customer – especially in the event of a delay of payment – we are authorised to take back the goods. The taking back of goods on our part does not constitute a withdrawal from the contract, unless we have specifically declared this in writing. Seizure of the goods by us shall always constitute a withdrawal from the contract. We are entitled to dispose of the goods after they are returned; the proceeds of the sale shall be deducted from the customer's liabilities – minus reasonable realisation costs.

2.

The customer is obliged to treat the goods with care; the customer is especially obliged to appropriately insure the goods against fire, water and theft at its own expense and in line with the goods' original value. Any necessary maintenance and inspection work must be carried out by the customer in due time and at its own expense.

3.

In the event of seizures or any other interference from a third party, the customer is obligated to notify us immediately in writing, so that we may take legal action according to Section 771 of the Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for the judicial and extrajudicial costs of any lawsuit pursuant to Section 771 ZPO, the customer shall be liable for the losses incurred.

4.

The customer is entitled to sell the goods within the course of normal business, but hereby already assigns to us all receivables which arise from such resale to its customers or third parties in the amount of the final invoice amount agreed with us (including VAT), irrespective of whether the goods were resold without or after processing. The customer remains authorised to collect this claim even after the assignment, as long as it meets its payment obligations from the collected proceeds and is not in default of payment, and, in particular, no application for opening of insolvency proceedings has been made, and payment has not been suspended. Should this, however, be the case, we shall be entitled to demand that the customer notifies us of the assigned receivables and their debtors, discloses all data required for their collection, hands over all appropriate documents, and communicates the assignment to the debtors (third parties).

5.

Processing or transformation of the goods by the customer is always done on our behalf. The customer's reversionary right to the goods shall continue to exist with respect to the converted item. If our goods are processed with other objects that do not belong to us, then we shall acquire co-ownership of the new object that is proportionate to the objective value of our goods compared to that of the other processed objects at the time of processing. Furthermore, the same shall apply to the object resulting from the processing as to the goods that were delivered under reservation.

6.

If our goods are inseparably combined with other objects that do not belong to us, then we shall acquire co-ownership of the new object that is proportionate to the objective value of our goods compared to that of the other objects at the time of connection. This does not apply if the new object is to be evaluated legally as the main object or as an essential component. If the items are combined in such a way that the customer's object is to be regarded as the main object, it shall be deemed agreed that the customer shall transfer proportionate co-ownership to us. The customer shall keep the resulting sole property or co-owned property safe for us.

7.

At the request of the customer, we shall release the securities to the extent that their value has exceeded all of our claims to be secured by more than 20% or the nominal amount by more than 50%. The selection of the securities to be released shall be made at our sole discretion.

### **§ 10 Impossibility**

If it is impossible for us to deliver for reasons for which we are responsible, the customer can, without prejudice to their right to withdraw from the contract, only demand compensation of up to 20% of the net price of the part of the delivery that has become impossible to deliver, but at least the damage as is typical for such a contract; this restriction does not apply in the case of intent, gross negligence, or injury to life, body or health. This provisions is not associated with a reversal of the burden of proof at the expense of the customer.

### **§ 11 Other claims for damages**

1.

No claims for damages or for reimbursement of expenses on the part of the customer, for whatever legal reason, in particular, due to the violation of obligation duties that do not constitute warranty claims, exist.

2.

This does not apply insofar as the liability is based on mandatory standards, especially under the Product Liability Act, in the case of intent or gross negligence, in the case of injury to life, limb or health, or in the case of violation of essential contractual obligations. Essential contractual obligations are those that are expressly agreed as such. Also essential to the contract are the delivery and, if necessary, installation of the contractual object free of significant defects, as well as consulting, protection and custodial obligations that are intended to enable the customer to use the delivered object in accordance with the contract. In the event of a violation of any essential contractual obligations, the claim for damages shall be limited to foreseeable damage that is typical for such a contract, unless there is intent, gross negligence, or injury to life, limb or health. This provisions is not associated with a reversal of the burden of proof at the expense of the customer.



## **§ 12 Acceptance**

If an acceptance has been expressly agreed or if we carry out repair work on an object, this shall be deemed to have been accepted if – the delivery and, if we are also responsible for the installation, the installation have been completed, – we have informed the customer of this, making reference to fictitious acceptance per this section, § 12, and have requested the customer accept it, – 14 working days have passed since the delivery or installation, or the customer has begun to use the object and, in this case, seven working days have passed since delivery or installation, or – the customer has failed to accept the object within this period for a reason other than a defect communicated to us that makes the use of the object impossible or significantly impairs it.

## **§ 13 Quality – excess or short delivery**

1.

The technical description is decisive for the quality of the contractual object in individual cases.

2.

Insofar as drawings and plans are used as a basis for production or delivery, the visual representation (drawings, plans, etc.) shall take precedence in the event of any contradictions between the visual and textual description of the contractual object. If we produce a sample at the request of the customer and this has been approved by the customer (tacit approval, for instance, by means of approval of production, is sufficient), the sample shall be decisive for determining the contractual quality. Otherwise, samples of goods that we present for illustrative purposes shall not be deemed to be a binding determination of the quality. In remaining cases of doubt, the parties shall resolve any ambiguities jointly.

3.

The customer must inform us as soon as possible of any subsequent changes to the quality requirements; we will then submit an offer for any additional remuneration. If the customer does not accept this and the parties do not agree on the price, we may withdraw from the contract and claim a part of the remuneration that corresponds to the work done.

4.

For deliveries of series parts that are manufactured according to the specifications of the customer or the drawing or outside our standard dimensions, excess or short deliveries of up to 10% do not constitute a defect.

## **§ 14 Warranty**

1.

Only the description of the service contained in the order confirmation or the contract shall be decisive for determining the contractual quality of the goods. We only assume a warranty if this is expressly agreed in writing and the commitment is referred to as a "warranty".

2.

The warranty rights of the customer presuppose that the purchaser has properly fulfilled their obligation under Section 377 of the German Commercial Code (HGB) with respect to inspection and notification of defects. Obvious defects must be reported by the customer within one week of receipt of the goods, and non-obvious defects, within one week of being discovered.

3.

If a defect is found on the goods, we shall be entitled to supplementary performance (at our discretion: rectification of the defect or delivery of a defect-free item). The customer may not carry out work to rectify faults itself or through third parties without our prior consent; costs for such work will not be borne by us. In the case of rectification of defects by us, we are obliged to bear all expenses necessary for the purpose of rectifying the defects, in particular, transport, travel, labour and material costs, insofar as these are not increased by the fact that the goods have been transported to a place other than that to which we have delivered the goods or which is stated in the contract as the place of destination. The claim for supplementary performance does not cover the costs of removing the defective item and installing the delivered item.

4.

If rectification of the defect fails or is rejected by us or if the delivery of a defect-free item is rejected by us, the customer shall be entitled, at its choosing, to withdraw from the contract or to demand a corresponding reduction in the purchase price.

5.

Insofar as nothing else arises from the provisions below (para. 6), any further claims of the customer – for whatever legal reasons – are excluded. Therefore, we reject all liability for damage caused to anything else but the supplied items and explicitly reject liability for lost sales or lost profit.

6.

If the cause of the damage is based on intent or gross negligence, or if the damage impacts life, body or health, we are liable according to the legal provisions. If we slightly and negligently violate an essential contractual obligation (§ 11 . para. 2, the liability is limited to such damage that is typical for the contract; otherwise, it is excluded in accordance with para. 5. Claims under the Product Liability Act are also exempt from liability restrictions.

7.

The warranty period is 1 year from the transfer of risk. This does not apply to any delivery that has been used as intended for installation in a structure and has caused its defectiveness.

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