

General Terms and Conditions

Terms and Conditions of Delivery and Payment

1. Applicability

The following terms and conditions shall apply to the exclusion of all other general business terms and conditions regarding commercial relations with companies pursuant to § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law („Customer“). Agreements which amend or supplement these terms and conditions, side agreements as well as the Customer's terms and conditions shall only be effective, if confirmed by us in writing. Commercial agents and sales representatives shall not make or accept any declarations binding on us.

2. Offers, Documents

Our offers are not binding. Technical specifications in brochures, catalogues, printed matter, advertisements, circulars and price lists correspond to the status at the time of printing and are approximations. The documentation comprised by the offer does not constitute a warranty of quality or durability. Such merely serve as an orientation for the Customer and may not be passed on to third parties.

3. Applications (Orders)

Applications are binding for the Customer. We shall only be bound by our written confirmation. The following applies to orders placed via the webshop: The Customer can select products from our assortment and collect them in a so-called shopping cart by clicking on the shopping cart symbol or on the shopping cart page by clicking the button „Artikel hinzufügen“ („add product“). By clicking on the button „verbindlich bestellen“ („binding order“), the Customer makes a binding offer to purchase the goods in the shopping cart. Before submitting the offer/order, the Customer can change and view the data at any time. However, the offer can only be submitted and transmitted if the Customer has accepted these contractual terms and conditions by ticking the box „Ich habe die AGB gelesen und zur Kenntnis genommen“ („I have read and taken note of the general terms and conditions“) and has thereby included them in its offer. If payment is made in advance, the Customer will first receive an automatic offer confirmation by e-mail in which the order is listed again. The automatic confirmation of receipt merely documents that the Customer's order has been received and does not constitute acceptance of the offer. A contract is not concluded until we issue a corresponding declaration of acceptance („Auftragsbestätigung“; „order confirmation“), which is sent by separate e-mail.

4. Prices and payment

All prices shall apply ex works Rosenfeld excluding packaging, postage, freight and insurance. We reserve the right to change prices for continuous obligations in case individual costs increase, especially due to collective agreements and changes in material or electricity costs. We will proceed in the same way in case of cost reductions. In these cases, the price shall change according to the changed cost factors. If the price changes by more than 5%, either party may withdraw from the contract. Deliveries of goods on account shall be paid to our account within 30 calendar days net (the credit note is decisive). If another payment method has been agreed, e.g. by credit card, prepayment, Giropay or instant bank transfer, such shall be due upon conclusion of the contract. Agents, sales representatives, consultants and commercial travellers are not authorized to collect payments or to agree on deferrals. The Customer is only entitled to offset or withhold payment, even if a notification of defects has been made, if the respective counterclaims have been finally determined by a court or if such are uncontested. Default of payment (also with regard to previous orders) or circumstances that may reduce the creditworthiness of the Customer result in the immediate maturity of all our claims without consideration of accepted bills of exchange. In these cases, we are also entitled to deliver only against advance payment or provision of security as well as to withdraw from the contract after a reasonable grace period and demand compensation for damages.

5. Surcharges for Small Orders, Excess and Short Deliveries

For small orders, the following processing fees shall apply:
Up to EUR 50.00 = EUR 10.00
EUR 50.01 to EUR 100.00 = EUR 7.50
In the case of special designs, deviations of up to +/- 10% in the total delivery quantity are permitted with a corresponding adjustment to the total purchase price.

6. Means of Production

If we use production equipment provided by the Customer (tools, models, moulds, templates, samples, etc.), we undertake to carry out the necessary repair and maintenance measures. Unless otherwise agreed, the Customer shall bear the corresponding costs incurred. Unless expressly agreed otherwise, production equipment manufactured by us shall remain our property, irrespective of whether the Customer has paid (pro rata) production costs. We are entitled to use means

of production at our own discretion. We shall be entitled to rights of retention with regard to the surrender of (provided) means of production until the Customer has fully complied with its contractual and statutory obligations towards us and there are no longer any obligations on our part towards the Customer for which the use of the means of production could become necessary (in particular potential obligations to remedy defects) or the defence of limitation can be asserted by us to prevent claims.

7. Reservation of Title

We reserve the title to the delivered goods („Reserved Goods“) until the purchase price has been paid. In the case of a permanent business relationship, ownership shall not pass to the Customer until all our claims against the Customer arising from the business relationship have been settled. Any processing shall be carried out by the Customer for us. If the Reserved Goods are processed with other items not belonging to the Customer, we shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (invoice amount) to the other processed items at the time of processing. If the Reserved Goods are combined or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the combination or mixing is carried out in a way that one of the Customer's items is to be regarded as the main item, it is agreed that the Customer hereby transfers to us co-ownership of the new item in the ratio of the value of the Reserved Goods (invoice amount) to the other combined or mixed items at the time of combination or mixing. We accept the transfer of ownership. The Customer may sell the Reserved Goods in the ordinary course of business. Any other dispositions are prohibited. The Customer assigns to us in advance the claims to which the Customer will be entitled from the resale of the Reserved Goods, regardless of whether such goods have been further processed, combined, mixed or not, in the invoice amount of the Reserved Goods. The Customer is revocably entitled to collect the assigned claims. Our right to collect the claims remains unaffected. We will not collect the claims ourselves and will not revoke the collection authorization as long as the Customer fulfils its payment obligations and is not in default of payment. For justified reasons, the Customer must notify

its debtors of the assignment and provide us with the information and documents required to assert our rights. Without undue delay, the Customer must inform us about any impending or completed third parties access to the Reserved Goods or to the assigned claims. Insofar as the third party is not in a position to reimburse us for any out-of-court or court costs incurred for a lawsuit to protect our property, the Customer shall be liable for the loss we incurred.

8. Delivery Dates, Delay

If we are prevented from rendering our services on time by unforeseeable events or events for which we are not responsible and which are unavoidable despite reasonable care, the performance period shall be extended appropriately. New deadlines shall be agreed upon mutually. The delivery period shall begin with the dispatch of our written order confirmation, but not before receipt of an agreed advance payment, all documents required for the execution of the order have been provided and all technical details have been clarified. The Customer is obliged to fulfil all conditions incumbent upon it for the timely execution of the transactions. The agreed delivery dates shall be deemed to have been met when we have declared our willingness to perform. Compliance with delivery dates and performance deadlines shall be subject to us having received correct and timely deliveries from our Customers. We shall notify the Customer of any impending delays as soon as possible. In the event of a delay in delivery, the Customer can demand compensation for any damage caused by the delay in addition to the performance. However, prerequisite for the Customer claiming damages caused by delay is a preceding written reminder setting an appropriate grace period. This claim for compensation in addition to performance shall, however, be limited to 0.5% of the net invoice amount of the relevant delivery for each complete week of the delay, however, to a maximum of 5% of the net invoice amount of the relevant delivery, provided that we are not at fault due to intent or gross negligence and there is no injury to life, body or health. The Customer's right to withdraw from the contract after expiry of a reasonable grace period and/or to claim damages for non-performance pursuant to Section 11 remains unaffected.

9. Transport, Transfer of Risk

Deliveries shall be „ex works“ (EXW INCOTERMS 2010), unless otherwise agreed in writing. All risk shall pass to the Customer at the latest once the goods

leave our premises. This also applies if the shipment is carried out by our own means of transportation. If the delivery is delayed due to circumstances outside of our responsibility, all risk shall pass to the Customer from the day the goods are ready for shipment. If the Customer does not accept the goods on the delivery date in accordance with the contract, we shall store them for the Customer at its risk and expense if possible. Such storage shall not release the Customer from its payment obligation, which commences on the date of availability.

10. Obligation to Examine and Give Notice of Defects

The Customer shall inspect our goods and other services and submit written notice of defects without delay, however, no later than five working days as of receipt or performance. Defects that could not be detected during a proper inspection shall be notified to us in writing without delay, however, no later than three working days after detection. If complaints or defect notifications are not made on time, delivery and service shall be deemed to have been approved.

11. Warranty

The warranty period shall be 12 months. If the goods/services are defective, the Customer shall be entitled to have the defect remedied or a replacement delivered within a reasonable period. We shall be entitled to choose between defect remediation and replacement delivery. If the defect has not been rectified by a second remedy, the Customer may, if the other prerequisites have been met, withdraw from the contract or reduce the purchase price and claim damages pursuant to Section 11. Defect claims shall lapse if the condition of the goods deteriorates due to improper use or storage, improper transportation or incorrect or negligent treatment by the Customer. The same applies if deterioration results from typical change to the nature and function of the goods (e.g. product-typical wear and tear). In case of rectification, we shall be obliged to bear the correspondingly necessary expenses, in particular transportation and material costs, insofar as these have not been increased by the defective goods having been taken to a place other than the Customer's commercial branch office, unless the change in location corresponds to the agreed use of the goods. Defect rectification includes neither the removal nor corresponding reinstallation of goods if we have not originally been obliged to do so. In case the goods/services have not been defective, we shall be entitled

to reimbursement from the Customer for any costs incurred because of the unjustified request for defect rectification (in particular testing and transportation costs), unless missing defectiveness was not recognizable for the buyer.

12. Liability

We shall be liable without limitation in the event of a culpable injury to life, body or health. We shall also be liable for intent and gross negligence. As far as we are not at fault for intent and no culpable injury to life, body or health occurred, our liability shall be limited to the contract-typical, foreseeable damage. Furthermore, we are liable for culpable violation of such obligations, the fulfilment of which is essential for the execution of the contract and on the fulfilment of which the Customer regularly relies and may rely. However, insofar as we are not at fault for intent and no culpable injury to life, limb or health occurred, our liability is limited to contract-typical, foreseeable damages. We shall also be liable in the event of fraudulent concealment of a defect or if a guarantee is assumed. In case of the latter, the scope of liability is determined by the guarantee declaration. We are also liable in cases of mandatory statutory liability, for example under the German Product Liability Act. In all other cases, our liability - regardless of the legal basis - shall be excluded, unless otherwise stipulated in these terms and conditions. Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, staff and vicarious agents.

13. Confidentiality

The Customer undertakes to treat as confidential all commercial and technical details which are not in the public domain and which have been disclosed to it, directly or indirectly, by us or by a company affiliated with us within the scope of the business relationship or the initiation thereof and, in particular, not to pass this information on to third parties or make it accessible to third parties in any other form and to take all reasonable precautions to prevent third parties from accessing this information. The Customer warrants that companies affiliated with it that receive information within the scope of or in connection with this business relationship or its initiation shall also comply with this confidentiality obligation. Employees shall not be deemed third parties within the meaning of this provision, if obligations corresponding to this clause have been agreed with them. If and in-

sofar as necessary within the framework of the business relationship, information may be passed on to affiliated companies and third parties contractually associated with the business relationship, if the recipient is not a competitor of ours and this is legally permissible. The Customer shall be responsible for ensuring that confidentiality obligations corresponding to this clause have been agreed with the recipient before the information is passed on and are observed by the recipient. The confidentiality obligations under this clause shall not apply if and to the extent that any information is or becomes publicly known or has been lawfully obtained from a third party without a breach of these obligations, or was already known to the Customer, or must be disclosed due to mandatory judicial, official or statutory provisions or orders, whereby the scope of the disclosure must be kept as small as possible and the Customer must inform us in writing prior to the intended disclosure (to the extent reasonable) or has been independently developed by the Customer without using or referring to our information. If the Customer invokes one or more of the aforementioned exceptions, the Customer must provide evidence of the underlying facts. Unless otherwise agreed, the Customer's confidentiality obligations under this clause shall continue to apply beyond the termination of the respective last business relationship, for a period of a further three years; the same shall apply if no contract is concluded.

14. Validity Clause

In case individual provisions within these terms and conditions are or become invalid, the remaining provisions shall remain effective.

15. Place of Performance, Place of Jurisdiction, Applicable Law

The place of performance shall be at our registered office. The place of exclusive jurisdiction shall be Balingen, Germany. However, we shall be entitled to sue the Customer at its general place of jurisdiction. The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Blickle Räder+Rollen GmbH u. Co. KG,
Rosenfeld

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