

General Terms and Conditions of Delivery

of the company DUROtherm Kunststoffverarbeitung GmbH

1. Subject matter of the contract and scope of services

1.1 Business relationships and scope of services between us and the customer are based exclusively on our written order confirmation and the following General Terms and Conditions of Delivery. These also apply to future contracts, unless otherwise agreed.

1.2 Changes or additions to the business relationships, including these General Terms and Conditions of Delivery, must be made in text. This also applies to such changes or additions that are intended to waive the text form.

1.3 Other general terms and conditions, in particular those of the customer, are not the subject of the contract, even if they have not been expressly contradicted.

1.4 Regulation (EU) 2023/988 of the European Parliament and of the Council applies to the terms of delivery. In addition, the following provisions are based on the legislative assessment of the LkSG.

We declare that our products comply with the safety standard of Regulation (EU) 2023/988 of the European Parliament and Council.

2. Conclusion of the contract/refusal to perform by the customer

2.1 All offers and cost estimates are subject to change.

2.2 A contract between us and the customer is only concluded by our order confirmation in text form with its content and on the basis of these General Terms and Conditions of Delivery. Public statements, in particular advertising information, do not constitute a quality agreement or an assurance of suitability for use within the meaning of Section 434 of the German Civil Code. Unless expressly stated in the order confirmation, guarantees, in particular within the meaning of § 443 BGB, are not assumed on this side. Ancillary agreements not contained in the order confirmation are not part of the contract.

2.3 If the customer refuses to perform a contract concluded in accordance with the above provisions, we may, at our discretion, assert performance of the contract or withdraw from the contract in accordance with the statutory provisions and assert the specific damage incurred by us. Instead of asserting the specific damage, we reserve the right to charge lump-sum damages in the amount of 10% of the contract amount.

3. Delivery/liability for breach of duty

3.1 We are entitled to partial services and partial deliveries, provided that these are reasonable for the customer.

3.2 The delivery times and dates stated in the order confirmation are non-binding times (approximate times).

Circumstances for which we are not responsible, such as force majeure resulting from import and export bans, war, strikes, delays in the delivery of essential raw materials and comparable circumstances, will extend the delivery time according to the duration of the obstructive circumstances.

If it is foreseeable that a delay in delivery due to force majeure will last longer than 2 months, both parties are entitled to withdraw.

We will inform the customer of the start and end of delivery delays in important cases.

3.3 A breach of duty on this side, in particular delays in delivery, only exists if the obligations specified in No. 3.2 para. 1 and dates of order confirmation have been exceeded by at least two weeks and we are responsible for this. If the customer sets us a reasonable period of subsequent performance in this case, which must be at least another two weeks, with the declaration that he refuses to accept the service after the expiry of the deadline, the customer is entitled to withdraw from the contract in the event of non-compliance with this deadline.

However, in addition to the right of withdrawal, the customer is only entitled to claims for damages, in particular damage caused by delay and/or non-performance as well as from the breach of ancillary contractual obligations, if the breach of duty on our part is intentional or grossly negligent. The same applies in the case of vicarious agents involved. This limitation of liability does not apply if the breach of duty leads to injury to the life, limb and health of a third party.

In the event of force majeure, claims for damages against us for breaches of duty are excluded. This also applies if the force majeure occurs at a time when the breach of duty has already occurred, but the damage was only justified after the force majeure occurred. This does not affect any claims for damages due to injury to life, limb and health, insofar as we have to be liable for this despite force majeure.

3.4 If, contrary to the above provisions, liability on this side is nevertheless possible, our liability for all damages is limited to the amount of the contract amount, except in the case of injury to life, body and health. There is no obligation to pay compensation for indirect damage (in particular loss of profit, loss of revenue, etc. of the customer or third parties) does not exist on this side.

4. Payment/set-off and retention

4.1 Unless otherwise stipulated in the order confirmation, the prices stated there are exclusive of statutory value added tax. The amount of VAT is determined by the legal provisions at the time of invoicing. For deliveries abroad, the relevant legal provisions regarding VAT liability apply.

4.2 If there are more than 4 months between the order confirmation and the delivery/service and price increases occur during this period, in particular due to wage increases, increases in raw material costs, general price increases due to inflation or comparable circumstances, we are entitled to charge a correspondingly higher price.

4.3 Unless otherwise agreed, our respective invoices are due for payment within 10 days of invoicing. Discount deductions are not permitted.

4.4 In the event of default with due payments, we are entitled to demand interest in the amount of 9% in the case of remuneration claims, and interest in the amount of 5 percentage points above the respective base interest rate on all other claims, without prejudice to the assertion of concrete damages.

4.5 We only accept bill payments by express prior agreement. In all other respects, bills of exchange or cheques are only accepted on account of performance within the meaning of Section 364 (2) of the German Civil Code; for us free of charge and without discount deduction. We are not liable for the timely submission, protest, etc.

4.6 If the customer does not make a repayment provision, payments shall be deemed to have been made on the customer's oldest due debt.

4.7 The assertion of rights of retention or the declaration of set-off with counterclaims of the customer against our invoices is inadmissible, unless the counterclaims are undisputed or legally established.

4.8 Unless otherwise known, we assume the creditworthiness of our customer at the time of order confirmation. If the latter is in default with a due claim, all open invoices shall be due for immediate payment in accordance with the above provisions, without prejudice to the due date. For further deliveries, we are entitled to demand advance payment. The same applies in the event that the customer's financial situation deteriorates significantly after the order confirmation or if it turns out after the order confirmation that the customer's financial situation at the time of the order confirmation was significantly worse than assumed at the time.

In addition, we are entitled to demand advance payment if this is necessary due to the volume of the contract and is agreed accordingly at the conclusion of the contract.

5. Ownership

5.1 All goods delivered by us remain our property until all claims arising from the business relationship have been paid in full, including ancillary claims, claims for damages and claims that become due in the future. This applies in particular to payment by cheque or bill of exchange, until they are cashed and also if all or some of our receivables have been taken up within the framework of a current account relationship (current invoice), the balance has been drawn and acknowledged.

5.2 Processing and processing of the reserved goods is carried out for us as a manufacturer within the meaning of § 950 BGB, but without obligation. The processed goods shall be deemed to be goods subject to retention of title within the meaning of the preceding paragraph.

5.3 In the event of processing, combination and mixing of the goods subject to retention of title with other goods by the customer, we shall be entitled to ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. If our ownership ceases to exist as a result of combination, mixing or processing by the customer, the customer transfers to us the rights of ownership or expectancy to which he is entitled to the new stock or item to the extent of the invoice value of the goods subject to retention of title, in the case of processing in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used, and shall store them for us free of charge. Our co-ownership rights are considered to be reserved goods within the meaning of the above provisions.

5.4 The customer may only resell the goods subject to retention of title in the ordinary course of business at his normal terms and conditions and as long as he is not in arrears with his services to us under this contract; provided that he agrees on a reservation of title with a customer and that the claim from the resale is transferred to us in accordance with these General Terms and Conditions of Delivery. The customer is not entitled to dispose of the goods subject to retention of title in any other way. The use of the goods subject to retention of title for the fulfilment of contracts for work and services and contracts for the supply of work shall also be deemed to be resale.

5.5 The customer's claims from the resale of the goods subject to retention of title are already assigned to us. They serve to secure our claims to the same extent as the goods subject to retention of title within the meaning of Section 5.1.

5.6 If the goods subject to retention of title are resold by the customer together with other goods, the claim from the resale shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. In the case of the resale of goods in which we have acquired co-ownership shares in accordance with Section 5.3 of these General Terms and Conditions of

Delivery, a part of the claim corresponding to our co-ownership share will be assigned to us.

5.7

The customer is entitled to collect receivables from the resale, unless we revoke this direct debit authorization. A revocation of the direct debit authorization is permissible and reasonable for the customer in particular if a significant deterioration in the customer's assets results from circumstances after the conclusion of the contract or if we become aware of such a deterioration in assets after the conclusion of the contract, which already existed before the conclusion of the contract, and our payment claims are jeopardized by the deterioration in assets. A deterioration of assets exists in particular if enforcement measures are taken against the customer by a third party that are not immediately removed within 2 weeks of the execution of the enforcement measure by the customer and/or insolvency proceedings are filed against the customer's assets.

In such cases, we may demand that the customer immediately informs his customers of the assignment to us and provides us with the information and documents required for collection. This does not affect our right to disclose the assignment directly to the customer's contractual partner after prior threat to him.

The customer will notify us immediately of any seizure or other impairment by third parties.

5.8

The customer is not entitled to assign the claim in any case, except in the case of monetary claims; this also applies to factoring transactions, which the customer is not permitted to do on the basis of the direct debit authorization granted.

5.9

If the value of the existing collateral exceeds the secured receivables by more than 20% in total, we are obligated to release collateral appropriately at our discretion at the request of the customer.

5.10

In the event of violations of important contractual obligations by the customer, in particular in the event of default of payment, we are entitled to take back the goods after prior reminder. The customer is obliged to hand them over. The withdrawal and, if applicable, the seizure of the goods by us shall constitute a withdrawal from the contract only if we expressly declare this in writing to the customer.

6. Changes in performance/quantity and other deviations/warranty

6.1

Slight and/or customary deviations in quality, colours, masses, quantities and dimensions shall not constitute a reason for complaint to us. Deviations up to an over- or under-delivery of 10% are to be assumed as minor deviations in terms of mass and/or quantity.

6.2

Unless otherwise agreed, the description of our goods does not constitute a quality agreement or indication of suitability for use within the meaning of § 434 of the German Civil Code (BGB) and no guarantee within the meaning of § 443 of the German Civil Code (BGB) is assumed.

If a corresponding material composition, construction or similar is agreed with the customer, we are only liable for the proper production in accordance with the agreements made.

6.3

Complaints due to over- or reduced-delivery, dimensional deviations as well as due to obviously recognizable defects must be made immediately, at the latest within 8 days of receipt of the goods delivered by us, whereby the receipt of the complaint by us is decisive. In the case of complaints due to defects other than those mentioned above, the complaint must be received by us within 8 days of the discovery of the defects. Any complaint against us must be made in writing.

6.4

If only a part of the delivered goods is defective, this does not entitle the customer to complain about our entire delivery, unless the partial delivery is of no interest to the customer in this case.

6.5

In the event of defects, the customer can only demand a reduction in the remuneration (reduction) or withdraw from the contract only if two subsequent performance attempts offered by us (at our discretion removal of defects or replacement delivery) have failed.

The same applies to the assertion of claims for damages arising from culpable breaches of duty on our part with the proviso that we are only liable for these within the scope of No. 3.3/7.

6.6

Goods complained of as defective may not be attacked.

6.7

If the customer is an entrepreneur, our warranty period is two years from the transfer of risk.

7. Liability

Our liability - regardless of the legal basis - is limited to intentional or grossly negligent breaches of duty. The same applies in the event of damage being caused by vicarious agents engaged by us.

If, according to the above provisions, liability on our part should nevertheless come into consideration, the claim for compensation against us shall be limited to the amount of the contract volume, but at most to the damages foreseeable at the time of conclusion of the contract. Damage going beyond this (in particular indirect consequential damages, such as loss of sales or loss of profit) as well as damage that occurs after combining or mixing our goods with other products is excluded.

The above limitations of liability do not apply in the event of injury to life, limb and health.

8. Intellectual Property and Copyright

8.1

When executing an order according to the customer's specifications, we do not have to check the existence of any third-party property rights (in particular patents, utility model

protection, copyright, etc.). In this case, the customer assumes the guarantee that the property rights of third parties are not impaired and indemnifies us against any claims by third parties arising from the infringement of such rights.

8.2

All copyright claims and rights, in particular the right to reproduce our designs, sketches, illustrations, drawings and written information, remain with us. Their reproduction and/or reproduction is only permitted with our express written permission.

9. Molds/Tools

9.1

The price of tools and moulds also includes the sampling costs, unless otherwise agreed; but not the development costs, costs for testing and processing equipment and changes initiated by the customer after the approval of the technical drawings.

9.2

Unless otherwise agreed, we remain the owner of the tools and moulds manufactured for the customer by us or our supplier. However, these are only used for orders from the customer as long as the customer fulfills its payment and purchase obligations.

Our obligation to store tools and moulds expires two years after the last partial delivery from the mould or mould.

If the tool or moulds are requested by the customer - for whatever reason - any remaining manufacturing costs and not openly disclosed development costs of the tool (e.g. engineering services, machine-related accessories, etc.) are due for payment when the tool or mould is delivered to the customer.

9.3

If, according to the agreement, the customer is to become the owner of the tools or moulds, the ownership is transferred to him after payment of the purchase price. The handover to the customer is replaced by the retention obligation in accordance with Section 9.2.

Irrespective of the statutory claims for surrender and the service life of the tools or moulds, we are entitled to exclusive possession of the tool or mould vis-à-vis the customer until the agreed minimum number of pieces of the products to be manufactured and/or until the expiry of a certain agreed period of time .

9.4

In the case of tools or moulds of the customer in accordance with the above provisions or those that have been provided by the customer on loan, our liability with regard to storage and care is limited to care in our own affairs. Costs for maintenance and insurance are borne by the customer.

10. Shipping/Transfer of Risk

Unless otherwise agreed, the goods will be shipped at the expense and risk of the customer. The method of shipping (in particular the selection of the carrier) is up to us. The risk of loss, destruction and/or damage to the goods shall pass to the customer upon handover to the carrier, unless otherwise agreed.

11. Place of performance and jurisdiction

The place of performance and jurisdiction for all claims and legal disputes arising from this contractual relationship, including bill of exchange and deed proceedings, shall be exclusively our place of business, provided that the customer is a merchant within the meaning of the German Commercial Code (HGB). However, we reserve the right to bring lawsuits against the customer at any other permissible place of jurisdiction.

12. Anwendbares Law

The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship. The provisions of the CISG (uniform UN Convention on Contracts for the International Sale of Goods) and the Act on the United Nations Convention on Contracts for the International Sale of Goods do not apply.

Customary clauses are to be interpreted in accordance with the Incoterms in force at the time of the order confirmation.

13. Severability clause

Should individual provisions of these Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory provisions or an agreement to the contrary between the parties, provided that such an agreement is subsequently made in text form.

14. Privacy

We store and process personal data that become accessible to us in connection with the contractual relationship under the conditions of the Federal Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

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