

# GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT OF BECK & CO. INDUSTRIEBEDARF GMBH & CO. KG FOR COMMERCIAL CUSTOMERS

## 1. GENERAL PROVISIONS

1.1 The following terms and conditions apply to all contracts and deliveries of Beck & Co. Industriebedarf GmbH & Co. KG, unless they have been expressly amended with our written consent. Deviating general terms and conditions of the purchaser shall only apply if we have expressly agreed to them.

## 2. OFFER AND SCOPE OF DELIVERY

- 2.1 Offers are subject to change and non-binding. Documents belonging to the offer, such as illustrations, drawings, weight and dimension specifications, are only approximate values unless they are expressly designated as binding. If Beck & Co. Industriebedarf GmbH & Co. KG provides the purchaser with drawings or technical documentation relating to the technical object of purchase to be delivered, such documents shall remain the property of the seller.
- 2.2 The order signed by the purchaser constitutes a binding offer. The purchase contract is concluded when Beck & Co. Industriebedarf GmbH & Co. KG confirms the order for the specifically designated object of purchase in writing within two weeks or delivers the object of purchase. However, the seller is obliged to notify the purchaser in writing without delay of any rejection of the order after clarification of deliverability.
- 2.3 The seller reserves the right to make design and form changes to the delivered item, provided that the delivered item is not substantially altered, the intended use is not restricted, and the changes are reasonable for the purchaser.

## 3. PRICES AND TERMS OF PAYMENT

- 3.1 Our prices are cash sale prices and are net cash prices ex works for collection.
- 3.2 For shipments from stock, we charge delivery costs. Bulky goods charges and surcharges shall always apply, regardless of the freight agreement made.
- 3.3 Our minimum invoice amount is EUR 30.00. If, at the express request of the purchaser, smaller quantities are shipped, we reserve the right to charge a small-quantity surcharge.
- 3.4 In the case of delivery ex works, unless we have expressly agreed on fixed prices, we may calculate prices according to the price list of the respective supplying plant valid on the day of delivery, plus all ancillary charges.
- 3.5 In the case of credit purchases, we are entitled to charge a surcharge to cover the administrative costs incurred.
- 3.6 Our invoices are payable immediately net without deduction, without cash discount, deviating from statutory provisions. Any extended payment terms must be agreed in writing. Unauthorized deductions will not be recognized.
- 3.7 Prices do not include packaging, freight, or transport insurance unless expressly agreed otherwise.
- 3.8 Rediscountable bills of exchange are accepted only by mutual agreement and only if the term does not exceed three months. Bills of exchange and checks are accepted only on account of payment, not in lieu of payment. In the event of a protest of a check or bill of exchange, the seller may demand immediate cash payment concurrently with the return of the check or bill of exchange.
- 3.9 If the purchaser is in default of payment, we are entitled to charge interest at a rate of 8% above the respective base interest rate for entrepreneurs and 5% above the respective base interest rate for end consumers. If a higher interest rate payable by us to our bank can be proven, we are entitled to charge this rate.
- 3.10 All our claims shall become due immediately, irrespective of the term of any bills of exchange accepted and credited, if a payment deadline is not met, if the purchaser violates other contractual agreements, or if circumstances become known that are likely to reduce the purchaser's creditworthiness. In such cases, we are also entitled to execute outstanding deliveries only against advance payment or provision of security and, after unsuccessful expiry of a reasonable grace period, to withdraw from the contract and/or, in the event of fault, to claim damages.
- 3.11 The purchaser shall only be entitled to rights of set-off if its counterclaims have been legally established, are undisputed, or have been acknowledged by the seller. Furthermore, the purchaser is only entitled to exercise a right of retention insofar as its counterclaim arises from the same contractual relationship.
- 3.12 Deviating from §§ 366, 367 of the German Civil Code (BGB), payments made by the purchaser shall be credited first against the oldest outstanding claim.
- 3.13 The seller is entitled to assign claims arising from the business relationship.

## 4. DELIVERY TIME

- 4.1 Delivery periods and dates are agreed as approximate only unless the seller has expressly provided a written binding commitment.
- 4.2 The delivery period shall be reasonably extended in the event of force majeure, labor disputes, unrest, official measures, failure of suppliers to deliver, and other unforeseeable, unavoidable, and serious events for the duration of the disruption. The seller is obliged, within reasonable limits, to provide the necessary information without delay and to adapt its obligations to the changed circumstances in accordance with good faith.
- 4.3 Partial deliveries are permissible to a reasonable extent and where they appear advantageous for efficient processing.
- 4.4 The risk shall pass to the purchaser upon provision of the goods by the seller at the agreed place of delivery.
- 4.5 The expiration of specified delivery periods or dates does not release the purchaser, who wishes to withdraw from the contract or claim damages for non-performance, from setting a reasonable grace period—generally 14 days—for performance and declaring that performance will be refused after expiry of the period. In cases of slight negligence on the part of the seller, damages shall be limited to the additional expenses for a cover purchase or substitute performance.

## 5. TRANSFER OF RISK

- 5.1 The risk shall also pass to the customer in the case of carriage-paid delivery and shipment from the manufacturer:
- for all deliveries when they have been dispatched or collected
  - at the customer's request and expense, deliveries will be insured by Beck & Co. Industriebedarf GmbH & Co. KG against customary transport risks
- 5.2 If shipment, delivery, or handover is delayed for reasons attributable to the customer, or if the customer is otherwise in default of acceptance, the risk shall pass to the customer.

## 6. NOTICE OF DEFECTS, WARRANTY AND GUARANTEE

- 6.1 For defects in delivery—except in cases of warranted characteristics or culpable breach of essential contractual obligations—we shall be liable to the exclusion of further claims as follows:
- a) For all goods, statutory warranty obligations apply from the transfer of risk. For commercial and/or professional use, the warranty period is 12 months. Repair or replacement within the scope of warranty does not restart the warranty period.
  - b) For used goods, the warranty period from the transfer of risk is 12 months for private use; for commercial and/or professional use, the warranty is excluded.
- 6.2 The purchaser must inspect the received goods immediately for defects, condition, and warranted characteristics. Obvious defects must be reported to the seller in writing within 14 calendar days; otherwise, the goods shall be deemed approved, unless fraudulent intent can be attributed to us or our vicarious agents. The period begins upon receipt of the goods by the purchaser.
- 6.3 In commercial transactions between merchants, §§ 377 and 378 of the German Commercial Code (HGB) remain unaffected.
- 6.4 If the purchaser discovers defects in the goods, it may not dispose of them, i.e., they may not be divided, resold, or further processed until an agreement has been reached regarding the handling of the complaint or an evidence preservation procedure has been carried out by an expert appointed by the Chamber of Crafts or Chamber of Industry and Commerce at the purchaser's place of business.
- 6.5 Transport damage must be reported to the seller immediately. The purchaser must handle the necessary formalities with the carrier. Customary breakage, shrinkage, etc., within reasonable limits cannot be objected to.
- 6.6 In the event of a justified complaint, the seller may, at its discretion, repair the defective goods or provide a replacement delivery.

- 6.7 If the seller allows a reasonable grace period set by it to expire without remedying the defect or delivering a replacement, or if repair or replacement delivery is impossible, fails, or is refused by the seller, the purchaser who is not a consumer shall have only the right—excluding all further claims—to withdraw from the contract in accordance with §§ 440, 323, 326 para. 1 sentence 3 BGB or to reduce the purchase price in accordance with § 441 BGB.
- 6.8 The warranty does not cover damage caused by normal wear and tear, improper installation or assembly, faulty commissioning not attributable to us, incorrect or negligent handling or maintenance, improper use, or non-compliance with installation or operating instructions and applicable standards. In particular, the warranty does not extend to wear parts. Wear parts include all rotating parts, all drive components, and tools. Warranty claims shall also lapse if modifications or repairs are carried out by the purchaser or third parties without our consent.
- 6.9 If the purchaser does not give us the opportunity and reasonable time to inspect the defect and, if necessary, to carry out subsequent performance (repair or replacement delivery), all defect claims shall lapse.
- 6.10 Further claims by the purchaser, in particular due to the absence of warranted characteristics or due to damage not occurring to the delivered item itself, are excluded to the extent permitted by law.

## 7. LIMITATION OF LIABILITY

- 7.1 The seller shall be liable in cases of intent, gross negligence, breach of essential contractual obligations, and absence of warranted characteristics. Any claims not expressly granted under these conditions are excluded; in any case, liability is limited to the foreseeable damage at the time of contract conclusion and to the amount of the delivery value.
- 7.2 To the extent that the seller's liability is excluded or limited, this shall also apply to the personal liability of its employees, workers, staff, legal representatives, and vicarious agents. In cases of gross negligence by simple vicarious agents, the seller shall be liable for compensation of the typically foreseeable damage.
- 7.3 Statutory provisions on the burden of proof remain unaffected.
- 7.4 This provision does not apply to claims under the Product Liability Act or in cases of inability or impossibility.

## 8. RETENTION OF TITLE

- 8.1 The seller retains ownership of the purchased item until full payment of all claims arising from the delivery contract.
- 8.2 If the retained goods are processed by the purchaser into a new movable item, processing shall be carried out for the seller without imposing any obligation on the seller. The new item shall become the property of the seller. If processing is carried out together with goods not belonging to the seller, the seller shall acquire co-ownership of the new item in proportion to the value of the retained goods relative to the other goods at the time of processing. If retained goods are combined, mixed, or commingled with goods not belonging to the seller in accordance with §§ 947, 948 BGB, the seller shall become co-owner in accordance with statutory provisions. If the purchaser acquires sole ownership through such combination, mixing, or commingling, the purchaser hereby transfers co-ownership to the seller in proportion to the value of the retained goods relative to the other goods at the time of combination, mixing, or commingling. In such cases, the purchaser shall store the goods owned or co-owned by the seller free of charge.
- 8.3 If retained goods are resold alone or together with goods not belonging to the seller, the purchaser hereby assigns to the seller the claim arising from resale in the amount of the value of the retained goods, together with all ancillary rights and ranking priority over the remaining claim; the seller accepts the assignment. The value of the retained goods is the seller's invoice amount plus a security surcharge of 10%, which shall not apply insofar as third-party rights exist. If the resold retained goods are co-owned by the seller, the assignment of the claim shall extend to the amount corresponding to the seller's co-ownership share.
- 8.4 The purchaser is obliged to treat the purchased item with care as long as ownership has not yet passed to the purchaser. In particular, the purchaser is obliged to insure the item adequately at replacement value against fire, water, and theft damage at its own risk. If maintenance and inspection work is required, the purchaser must carry it out in due time at its own expense.
- 8.5 The seller authorizes the purchaser, subject to revocation, to collect the claims assigned to the seller. The seller will not exercise its own collection authority as long as the purchaser fulfills its payment obligations, including towards third parties. At the seller's request, the purchaser must name the debtors of the assigned claims and notify them of the assignment.
- 8.6 The purchaser must notify the seller immediately of any enforcement measures by third parties against the retained goods or the assigned claims and provide the documents necessary for objection.
- 8.7 In the event of cessation of payments, application for insolvency proceedings, judicial or extrajudicial settlement proceedings, the right to resell, use, or install the retained goods and the authorization to collect assigned claims shall expire. The collection authorization shall also expire in the event of a check or bill of exchange protest. This does not apply to the rights of the insolvency administrator.
- 8.8 To secure proper fulfillment of the purchaser's obligations, the seller is entitled to demand appropriate securities. If the value of such securities exceeds the secured claims by more than 20%, the seller shall be obliged, at its discretion, to release or reassign the excess.

## 9. RETURNS

- 9.1 Goods with a value of less than EUR 25.00 will not be taken back.
- 9.2 For stock items, a return fee of 15% of the net goods value, but no more than EUR 25.00, will be charged if the return is not due to fault of Beck & Co. Industriebedarf GmbH & Co. KG. For custom-ordered goods, a return fee of 25% of the net goods value will generally be retained if the return is not due to fault of Beck & Co. Industriebedarf GmbH & Co. KG.
- 9.3 Returns are only accepted with prior approval by the seller.
- 9.4 Custom-made products are generally excluded from return.

## 10. DATA PROTECTION

- 10.1 The purchaser is hereby informed that the seller processes personal data obtained within the scope of the business relationship in accordance with the provisions of the German Federal Data Protection Act.

## 11. JURISDICTION / PLACE OF PERFORMANCE

- 11.1 Unless otherwise stated in the purchase contract or order confirmation, the registered office of Beck & Co. Industriebedarf GmbH & Co. KG shall be the place of performance.
- 11.2 For all legal disputes, including those arising from bill of exchange and check proceedings, the seller's registered office shall be the place of jurisdiction if the purchaser is a merchant, a legal entity under public law, or a special fund under public law. The seller is also entitled to bring legal action at the purchaser's place of business.

## 12. FINAL PROVISIONS

- 12.1 The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.
- 12.2 German law shall apply exclusively even to deliveries abroad. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 12.3 In the event that our goods are exported by our purchasers to territories outside the Federal Republic of Germany, the seller assumes no liability if third-party intellectual property rights are infringed by our products. The purchaser is obliged to compensate the seller for any damage caused by the export of goods not expressly supplied by us for export.
- 12.4 Should individual provisions be legally invalid or should a gap arise in the contract, this shall not affect the validity of the remaining provisions.
- 12.5 If, for non-merchants, the wording of individual provisions conflicts with statutory regulations, the statutory provisions shall apply to those points, while the remaining provisions of the contract shall remain in force.