



## **I. Scope, deviating conditions, partial invalidity**

1. These conditions apply to business transactions with entrepreneurs within § 14 BGB, legal entities under public law, and special funds under public law. All transactions and deliveries to this group of people are made exclusively based on the following conditions.

2. If something different should apply in an individual case – in particular the purchaser's terms and conditions of purchase – this requires our express written confirmation. The delivery of goods does not include acceptance of the buyer's terms and conditions; on the other hand, the buyer agrees to our terms and conditions by accepting the goods.

3. If one or more provisions of these General Terms and Conditions of Sale and Delivery of W. Ulrich GmbH are void or ineffective, the validity of the remaining provisions shall remain unaffected. The void or ineffective provisions are automatically replaced by those legally effective provisions that come closest to what is economically intended.

## **II. Offers, specification of quality, written form**

1. Our offers are non-binding. Orders are only binding for us if and to the extent that we have confirmed them in writing or started to carry them out. Cost estimates and freight information do not include fixed prices. Offer documents may not be made accessible to third parties.

2. Information, recommendations, promises, guarantees, agreements by our employees, ancillary contractual contracts, reservations, changes, and additions require our written confirmation to be valid.

3. Our information about the quality of the goods, such as B. Samples, samples, analyses, drawings, weight, quality, and dimensions as well as standards, are only approximately authoritative (framework) unless we expressly declare them in writing as a guarantee.

## **III. permits, environmental protection**

1. We are not responsible for issuing official permits. The customer assures that he will observe the safety and environmental protection regulations.

## **IV. Prices, Payment**

1. In the case of reduced purchases, the graduated price valid for the purchased quantity applies.

2. Unless a price has been agreed in writing as a fixed price, we are entitled to charge

our fees generally applicable on the day of delivery. If, after the conclusion of the contract, costs for production, sales, and transport of the goods (including public charges such as tolls) are increased or newly justified, the purchase price to be paid by the customer increases; even if these costs are not calculated separately in addition to the price. If passing on the "cost increase" to the customer is prohibited by law, we are entitled to withdraw from the contract.

3. The prices of the previous transaction only apply to repeat orders if we expressly confirm them.

1. Unless otherwise stated in the order confirmation, the prices apply ex our delivery warehouse or, in the case of drop shipments, ex works, in each case excluding packaging. Statutory value added tax is not included in the prices and will only be added to the statutory amount on the day of invoicing.

## **V. Delivery, transfer of risk**

1. The delivery quantity will be bindingly determined at our option using one of the methods customary in the trade. Standard short or excess deliveries of the quantity sold are deemed to fulfill the contract. We are entitled to partial services to a reasonable extent. The data determined by the shipping point are decisive for the quality. The unconditional acceptance of the goods by the customer/forwarder/carrier is considered proof of the quantity, proper packaging, and loading.

2. Only delivery dates/deadlines confirmed in writing are binding for us. All delivery dates/deadlines are subject to the condition that transport routes and means of transport are available to the usual extent and are deemed to have been met if the goods leave the delivery point in time. Hence, they arrive at the recipient on time with the average transport time. We are released from our delivery obligation if we are not adequately supplied through no fault of our own.

3. The customer must cooperate in the handover of the goods and inform us when placing the order, but in any case, in good times of difficult delivery conditions (e.g., poor access). As far as one

If we have agreed on delivery, the customer must ensure that unhindered delivery to the agreed place of delivery is possible. Suppose, due to circumstances for which the customer or a third party commissioned by him is responsible, delivery of the goods at the notified delivery time is not possible in the agreed manner or, in the absence of an agreement, in the usual way or not at all. In that case, the customer shall bear the resulting additional costs to wear.

4. The risk of accidental loss of the goods passes to the customer when they are made available for collection and when they are loaded into the means of transport. We are not obliged to notify the customer of the provision expressly. The customer is obliged to protect rights against third parties, particularly the companies commissioned to transport the goods.

5. If the delivery/collection is delayed for reasons the customer is responsible for, they must bear the storage costs and the risk of accidental loss.

## **VI. unload**

1. The unloading and storing of the goods is always the customer's responsibility.

## **VII. Packaging**

1. We are not obliged to check the containers provided by the customer for suitability – in particular, cleanliness. We shall not be liable for damage or defects arising from the customer's defective or inadequate containers.
2. If our deliveries are made in loaned containers, they must be returned to us within 30 days of arrival at the customers in an empty, flawless condition at his expense and risk or, if necessary, returned free to our vehicle against the confirmation of receipt.
3. If the customer does not comply with the obligation mentioned under 2. in due time, we are entitled to charge a reasonable fee for the period exceeding 30 days and, after unsuccessfully setting a deadline for return, to demand the replacement price, taking into account the cost above.
4. The attached license is not to be removed. The loaned container may not be exchanged and may not be filled with other goods. For

The customer is liable for depreciation, exchange, contamination, and loss regardless of fault. The findings received in our company are decisive. Use as a storage container or transfer to third parties is not permitted unless this has been previously agreed in writing.

## **VIII. Force majeure, delivery disruptions**

1. Events of force majeure, which also include restrictions under public law and strikes and lockouts, entitle W. Ulrich GmbH to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part without being obliged to pay compensation. This also applies to unforeseen circumstances that prevent, delay, or complicate the manufacture or shipment of the goods, particularly in the event of untimely or incorrect self-delivery and a lack of energy or raw materials. In the event of a partial or complete failure of our sources of supply, we are not obliged to stock up on supplies from other sub-suppliers.
2. After the expiry of 4 weeks, the buyer can set us a reasonable grace period with the indication that he will refuse the delivery after the grace period has expired. After the unsuccessful deadline expiry, the buyer is entitled to withdraw from the purchase contract using a written declaration or, in the event of a delay in delivery for which we are responsible, to demand compensation for non-performance by Section X, Paragraphs 2 and 3.
3. If, in the cases of paragraph 1 of this clause, the quantities of goods available to us are insufficient to satisfy all buyers, we are entitled to make equal reductions in all delivery obligations; in addition, we are released from delivery obligations.

## **IX. notice of defects**

1. The customer must notify the goods and package in writing of all evident and recognizable defects, shortfalls, or wrong deliveries immediately after delivery, but in any case before resale, processing, mixing, consumption or installation. The customer must report hidden defects in writing immediately after their discovery - at the latest, within one year after delivery. If the customer does not comply with the obligations above, the goods are deemed to have been approved. Complaints about delivery or service do not entitle the customer to reject further deliveries or services from the same or another contract.
2. The customer must notify us of transport damage immediately in writing and document it for the carrier on the shipping documents.
3. Measures to reduce damage do not count as an acknowledgment of defects. By negotiating any complaints, we do not waive the objection that the complaint was not timely, factually unfounded, or otherwise insufficient.

## **X. Subsequent performance, liability**

1. Claims by the buyer for defects are excluded in the case of insignificant material defects. An insignificant material defect exists if the value or suitability for everyday use is slightly reduced. In the event of a justified notice of defects, we will improve the goods at our discretion or deliver a replacement against the return of the defective goods. The subsequent performance is excluded if it involves costs for W. Ulrich GmbH. If the rectification or replacement delivery fails, the customer can choose to request a reduction in payment or cancellation of the contract. If there are claims against third parties, we can demand that claims against us are only asserted after unsuccessful legal action against the third party.
2. The buyer's claims for defects become statute-barred within one year after delivery of the goods or commission of the damage-causing action; more extended periods due to mandatory statutory limitation rules remain unaffected.
3. W. Ulrich GmbH is only liable in the event of a breach of a contractual obligation - limited to the extent of damage that W. Ulrich GmbH typically had to expect when the contract was concluded due to the circumstances known to it at that time. The naturally occurring, foreseeable damage amounts to the value of the goods complained about. W. Ulrich GmbH is not liable for indirect damage, accompanying injury, consequential damage, and mere financial damage and lost profit.
4. Filing a notice of defects does not release the buyer from his obligation to pay the purchase price unless we have acknowledged the information of defects. The buyer can only assert retention rights to the extent that they are directly related to the purchase contract from which we derive our claims.
5. Any claims that occur - due to intentional or grossly negligent behavior by W. Ulrich GmbH or due to culpable breach of a contractual obligation in a way that endangers the achievement of the purpose of the contract (cardinal obligation) are not limited or excluded by the above regulations. This is also the case when claims occur due to the Product Liability Act; the assumption of a guarantee and injury to life, body, and health are not limited or excluded by the above regulations.

6. W. Ulrich GmbH is not liable for the suitability of the goods for the purposes intended by the customer. Insofar as W. Ulrich GmbH provides application-specific advice, information, or recommendations, these are based on the customer's news, samples, or test series. The correctness and completeness of this information are not checked by W. Ulrich GmbH for completeness or correctness and are the customer's responsibility. Since the actual application is beyond our control and its circumstances cannot all be foreseen, written and verbal information, advice, etc., can only be given without obligation. In particular, they do not release the buyer from checking our products and goods for their suitability for the intended processes and purposes.

## **XI. Terms of Payment, Offsetting**

1. Our invoices are due immediately after receipt without deduction.
2. A payment is only deemed to have been made when we can dispose of the amount. If we accept bills of exchange or checks, then only on account of performance and subject to discounting options against immediate reimbursement of all expenses. We are not obliged to present bills of exchange or checks in good time.
3. Our employees are not entitled to accept payments or make other disposals without written authorization.
4. The customer is only entitled to offsetting or retention if the counterclaims have been legally established, are ready for a decision, or are undisputed.

## **XII. Default of payment, doubts about the creditworthiness**

1. In the event of a delay in payment, all rebates, cash discounts, and other benefits granted shall become invalid. In the event of default, we will charge default interest

At the statutory rate and reserve the right to claim further damage.

2. If the customer does not meet his payment obligations, in particular, if he stops making payments or a check is not cashed, or if we become aware of the customer's creditworthiness, we are entitled to make the remaining debt due. Even if we have accepted cheques/drafts, we are entitled to demand advance payments or security deposits. We can also hold back or refuse further deliveries not only from the respective contract but also from other contracts in whole or part and demand immediate cash payment for all deliveries.

## **XIII. retention of title, safeguards**

1. Ownership of the goods is only transferred to the buyer upon full payment of the purchase price and all other claims, including future claims arising from the business relationship with us. As long as the buyer properly fulfills his obligations to us, he is authorized to continue using them in the ordinary course of business.
2. We are entitled to demand the return of the reserved goods from the buyer without setting a grace period or declaration of withdrawal if the buyer does not meet his obligations despite setting a deadline. In these cases, we are authorized to enter the

buyer's premises to take back the goods.

3. The buyer now assigns to us the claims against third parties resulting from the further use (e.g., sale) of the reserved goods with all ancillary rights to secure all our claims. If reserved goods are sold together with other items for a total price, the assignment is limited to the proportionate amount of our invoice for the reserved goods. If reserved goods are sold after processing with third-party goods, the term relates to that part of the buyer's claim that corresponds to our co-ownership share. If the buyer uses the goods subject to retention of title as part of a contract for work (or a similar contract), he assigns the (wage) claim to us in the amount of the invoice value of our goods used for this purpose.

4. In ordinary business, the buyer is authorized to collect his claims for further use of the reserved goods. At our request, the buyer must notify his customers of the assignment, refrain from disposing of the shares, and provide us with all necessary information

To provide information about the stock of the goods owned by us and the claims assigned to us and to hand over the documents for asserting the assignments. Access by third parties to the reserved goods and the assigned claims must be reported to us immediately. The customer will disclose the project and provide us with the necessary information and documents at our request. Furthermore, the customer at this moment assigns future claims for damage to the goods delivered by us to us.

5. We can store, mark or pick up our goods separately at the customer's expense and prohibit any disposal of the goods. If we take back the goods due to retention of title, this does not constitute a withdrawal from the contract, and the customer is obliged to return it at his own expense; he is liable for a reduced value, our return costs, and lost profit. He renounces claims from the property.

6. We are entitled to demand securities of our choice (in particular land charges) and their reinforcement at any time to fulfill the customer's liabilities properly. Furthermore, we are authorized to claim and utilize customer values subject to our actual influence as security/pledge.

7. Treatment or processing of the goods subject to retention of title by the buyer or a third party commissioned by him is always carried out for us without any obligations arising for us as a result. We are considered the manufacturer within the meaning of § 950 BGB and acquire ownership of the intermediate and end products at least in the invoice price of our reserved goods. Buyers or respective owners are only custodians for us. In the case of further processing with third-party goods, we are entitled to co-ownership of the new item in proportion to the invoice value of the processed goods. The same applies to §§ 947, 948 BGB in connection or mixing reserved goods with other goods.

8. Our retention of title by the above provisions also remains in place if individual claims are included in a current account, and the balance has been drawn and acknowledged. If the value of the securities available to us after this exceeds the total amount of the outstanding claims by more than 20%, we are obliged to release securities of our own choice at the buyer's request.

#### **XIV. Prohibition of Assignment**

1. The customer can only assign, pledge or otherwise dispose of claims to which he is entitled against us with our consent.

#### **XV. data storage**

1. We store and use personal data only for the business relationship and otherwise within the framework of the statutory provisions (§§ 27 et seq. BDSG). In particular, the buyer agrees that we assign our purchase price claims against him during the implementation of refinancing measures and, in this context, pass on personal data to third parties - insofar as required according to § 402 BGB.

#### **XVI Jurisdiction, choice of law**

1. The registered office of our company is the exclusive place of jurisdiction for all current and future claims arising from the business relationship with the customer. We reserve the right to take action against the buyer at his general place of jurisdiction outside of the dunning procedure.

2. German law, as it applies to domestic transactions between nationals, is exclusively decisive for the contract. The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG) is excluded.