

# General Terms and Conditions of Delivery and Payment

DEHOUST GmbH · Gutenbergstraße 5–7 · 69181 Leimen · Germany

## § 1 Offers and Order Placement

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- (1) All offers are non-binding. Dimensions, other specifications, and descriptions contained in our offers are approximate only.
- (2) Terms and conditions of the Buyer that deviate from our Sales and Delivery Terms will not be recognized unless otherwise agreed in writing. By accepting our order confirmation without objection — and at the latest upon acceptance of the first delivery or service — the Buyer implicitly acknowledges the exclusive applicability of our terms.
- (3) The scope of the contract is governed by our written order confirmation. Collateral agreements and amendments are not binding unless expressly confirmed by us in writing.

## § 2 Prices

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Prices are quoted and invoiced in Euros. Unless otherwise agreed, stated prices are ex works, unpackaged. The applicable value-added tax (VAT) at the time of delivery will be invoiced separately. Even in the case of freight-free delivery, unloading of goods is the responsibility of the Buyer.

**Price validity:** 3 months. This price validity period shall become void if volatile conditions in global procurement markets directly and significantly affect our purchasing prices.

## § 3 Payment

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- (1) Unless otherwise agreed, payment shall be made as follows: for installation work, immediately upon receipt of invoice without deduction; for all other deliveries, net within 30 days or within 14 days of the invoice date with a 2% early payment discount.
- (2) In the event of late payment, we will charge default interest at a rate of at least 9 percentage points above the base interest rate pursuant to § 247 of the German Civil Code (BGB). Furthermore, we reserve the right to charge a flat-rate default fee of €40 in the event of default by a Buyer who is not a consumer within the meaning of § 13 BGB. This flat rate shall be applied against any damages incurred by us through the costs of legal enforcement.
- (3) Withholding of payments or set-off against any counterclaims disputed by us is excluded.
- (4) The Buyer/Purchaser agrees that in the case of counter-orders, we will offset claims against obligations, even where the respective claims fall due at different times.
- (5) In cases of irregular payment, the Supplier reserves the right — without prejudice to other legal remedies — to suspend deliveries and cancel outstanding balances.

## § 4 Lead Time and Delivery Periods

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The delivery period commences on the date of our order acceptance, but not before all details of execution have been fully clarified. Delivery periods are always non-binding and to be regarded as approximate. Should we fall behind schedule, the Buyer/Purchaser must grant us a reasonable extension of time. Upon expiry of that extension, the Buyer/Purchaser may withdraw from the contract to the extent that goods have not been reported ready for dispatch by the deadline. Claims for damages arising from non-performance or delayed performance are excluded unless willful misconduct or gross negligence is present.

## § 5 Dispatch

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Shipment is made at the Buyer's expense and risk, including in the case of freight-paid delivery or where freight is reimbursed by the Supplier.

## § 6 Warranty

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- (1) Defect notices of any kind must be raised by the Buyer immediately upon completion of the performed work or upon acceptance of the goods, and no later than five business days after acceptance. The statutory duty to inspect and give notice of defects pursuant to § 377 of the German Commercial Code (HGB) remains unaffected.
- (2) The warranty period for defects that have been notified in time is governed by the provisions of the BGB and HGB, but shall not exceed one year from the date of delivery or completion of work, unless a longer period has been separately agreed in writing.
- (3) As subsequent performance, the Buyer/Purchaser may, at their option, demand rectification of the defect (repair) or delivery of a defect-free item (replacement delivery) (§ 439(1) BGB). If subsequent performance fails or is refused by us, the Buyer/Purchaser may demand a reasonable reduction of the purchase price or rescission of the contract. Further claims by the Buyer — in particular claims for damages, especially for consequential losses and lost profits — are excluded, unless we are guilty of willful misconduct or gross negligence, or the damage arises from injury to life, body, or health.
- (4) Our warranty applies only to the original Buyer. Any warranty is excluded with respect to third parties, in particular in connection with resale or processing of the delivered item.
- (5) We are not liable for damage caused by improper or incorrect handling, use, or commissioning of the delivered item by the Buyer or third parties; nor for damage resulting from unauthorized modifications or repair work, or from meteorological, chemical, or electrical influences.
- (6) For repair work or replacement parts, our liability is the same as for the original delivered item, but only until expiry of the warranty period applicable to the original delivery.

## § 7 Liability

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- (1) Notwithstanding the following limitations of liability, the Supplier is fully liable for damages arising from injury to life, body, or health, and for damages based on willful misconduct or gross negligence.
- (2) All other claims for damages by the Buyer — regardless of the legal basis — are excluded. This applies in particular to claims arising from breach of ancillary obligations (e.g., failure to observe operating and installation instructions or violation of statutory provisions) and to damage caused by leaking oil or other fluids.
- (3) Where we breach a material contractual obligation (cardinal obligation), liability is limited in amount to the foreseeable, contract-typical damage at the time of contract conclusion. Remediation costs and consequential losses exceeding such contract-typical damage are expressly excluded.
- (4) The exclusion of liability under paragraph (2) also applies where, pursuant to written agreement or other undertakings, we would otherwise be required to cover additional damages and costs.

## § 8 Extended Retention of Title

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- (1) We retain title to the delivered item until receipt of all payments arising from the business relationship with the Buyer. Retention of title also extends to the recognized account balance where we book claims against the Buyer in a current account (running account retention).
- (2) The repossession of the delivered item by us shall not constitute withdrawal from the contract, provided that the provisions on consumer loan agreements pursuant to §§ 491 et seq. BGB do not apply, unless we have expressly declared such withdrawal in writing. Any seizure of the delivered item shall always constitute withdrawal from the contract. The Buyer must notify us immediately in writing of any seizure or other third-party intervention so that we may file a claim pursuant to § 771 of the German Code of Civil Procedure (ZPO). Should the third party be unable to reimburse us for court and out-of-court costs of an action under § 771 ZPO, the Buyer shall be liable for the resulting loss.
- (3) The Buyer is entitled to resell the delivered item in the ordinary course of business; however, the Buyer hereby assigns to us all claims in the amount of the final invoice total including VAT arising from such resale against the Buyer's customers or third parties, irrespective of whether the delivered item is resold with or without a prior agreement. The Buyer remains authorized to collect such claims after assignment. Our authority to collect claims ourselves remains unaffected; however, we undertake not to collect such claims as long as the Buyer is meeting payment obligations properly and is not in default. In such a case, we may require the Buyer to disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors of the assignment.
- (4) Any processing or transformation of the delivered item by the Buyer is always performed on our behalf. If the delivered item is processed together with items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the delivered item relative to the other processed items at the time of processing. The same provisions applicable to the reserved goods shall apply to the newly created item.
- (5) If the delivered item is inseparably commingled with items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the delivered item relative to the other commingled items at the time of commingling. If the commingling occurs in such a manner that the Buyer's item is to be regarded as the primary item, it is agreed that the Buyer shall transfer co-ownership to us on a pro-rata basis. The Buyer holds our property and co-ownership in safekeeping for us.
- (6) The Buyer also assigns to us, for the purpose of securing our claims against the Buyer, any claims arising against third parties from the connection of the delivered item with real property.
- (7) Upon the Buyer's request, we undertake to release the securities to which we are entitled to the extent that their value exceeds the claims to be secured — insofar as they remain outstanding — by more than 20%.

## § 9 Force Majeure; Right of Withdrawal

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Events of force majeure — including in particular natural disasters, pandemics, epidemics, or governmental measures — entitle us to postpone delivery for the duration of the impediment and a reasonable restart period, or to withdraw from the contract with regard to the unfulfilled portion. Circumstances that materially impede or render delivery impossible shall be treated as equivalent to force majeure, whether they occur at our end or at a sub-supplier's. In the event that subsequent impossibility of performance is identified, we are entitled to withdraw from the contract in whole or in part. Claims for damages arising from withdrawal on these grounds are excluded.

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## **§ 10 Place of Jurisdiction and Place of Performance**

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The place of performance is 69181 Leimen, Germany. If the Buyer/Purchaser is a consumer within the meaning of § 13 BGB, the statutory place of jurisdiction pursuant to the ZPO applies. Otherwise, the exclusive place of jurisdiction for all contractual relationships shall be the locally competent District Court (Amtsgericht) or Regional Court (Landgericht) at our registered place of business in 69115 Heidelberg. We reserve the right, however, to bring an action before the court having jurisdiction over the Buyer's/Purchaser's registered office.

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## **§ 11 Returns**

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Items returned to us will only be accepted following prior written consent. If we accept return of the delivered item for any reason, all claims of the Buyer/Purchaser shall be settled upon refund of payments made, less assembly, disassembly, freight, and packaging costs, as well as any other applicable costs and a reasonable usage fee.

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## **§ 12 Binding Effect of These Terms**

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These terms and conditions remain binding in their remaining parts even if individual provisions are legally invalid. German law — specifically the law of the Federal Republic of Germany — applies exclusively as a supplement.

*DEHOUST GmbH · Gutenbergstraße 5–7 · 69181 Leimen · Germany · Amtsgericht Mannheim HRB 709874 · Version May 2025*