§ 1 Applicability of these International Terms and Conditions of Sale

(1) The terms and conditions set out in these International Terms and Conditions of Sale shall form an integral part of the sales contract ("Contract of Sale") concluded after 1st March 2025. These International Terms and Conditions of Sale apply exclusively. The buyer's terms and conditions which conflict or differ from these International Terms and Conditions of Sale and/or from the legal provisions do not apply, even if we do not object to them or render performance or accept the buyer's performance.

(2) These Terms and Conditions of Sale do not apply if the goods are bought for personal, family or household use and we knew or ought to have known at any time before or at conclusion of the Contract of Sale that the goods were bought for any such use. The buyer declares that the goods are not bought for personal, family or household use.

§ 2 Formation of the Contract of Sale

(1) A Contract of Sale always requires a written order of the buyer.

(2) We may accept the buyer's written order with our order confirmation (hereinafter the "Order Confirmation") within fourteen (14) calendar days after receipt of the buyer's order.

§ 3 Applicable Law

(1) The Contract of Sale and these International Terms and Conditions of Sale are governed by the United Nations Conventions of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention / CISG) in the English version and all legal questions beyond the scope of the CISG are governed by the Swiss law of obligations (Obligationenrecht). The CISG also applies to all agreements as to the jurisdiction of courts and arbitral tribunals.

(2) Should commercial terms be used, the Incoterms® 2020 of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Terms and Conditions of Sale.

§ 4 Specifications of the goods; Third party rights

(1) The goods to be delivered have to conform to the specifications and quality requirements set out in the Order Confirmation and any product data sheets applicable to the respective goods. To the extent no specifications or quality requirements are stated in the Order Confirmation and in the applicable product data sheets, the goods conform with the contract if they are fit for the purpose which is usual in Germany and fit for the purpose for which goods of the same description are usually used for in Germany. Unless otherwise explicitly agreed to, the goods do not have to conform to any laws or regulations existing outside of Germany and we are not liable to perform duties associated with the making available of the goods on the market outside Germany, to bear levies, duties and charges accruing outside Germany, to comply with weight and measuring systems, packaging, labelling or marking requirements or registration or certification obligations applicable outside Germany or to comply with any other legal provisions applicable to the goods outside Germany. Divergences in measure, size, structure and colour are reserved as far as they result from the nature of the materials used and are customary in trade. If the goods cannot be delivered in the condition offered at the time of the formation of the Contract of Sale technical improvements to goods of series production were made, we are entitled to deliver the goods with the technical improvements.

(2) The buyer is under an obligation to give written notice to us prior to the formation of the Contract of Sale if

- the goods to be delivered are to be fit not only for normal use or the buyer orders on the assumption of a particular purpose or his expectations are based on public statements, advertising messages or other circumstances outside the formation of the specific Contract of Sale, and/or
- the goods to be delivered will be used in circumstances which are unusual or which present a particular risk to health, safety or the environment, or which require a more demanding use.

(3) Special requests from the buyer, namely special expectations regarding use and characteristics, guarantees or other assurances with regard to the goods or the performance of the contractual duties, as well as performance declarations, instructions for use or safety information requested by the buyer in electronic or printed form, require our express written confirmation.

(4) Rights and claims of third parties (in particular rights and claims based on title or industrial property rights) only constitute a defect in title if these rights and/or claims are in force and registered in Germany and impede the use of the goods in Germany.

§ 5 Obligation to deliver; Passing of risk

(1) We have to deliver the goods referred to in the Order Confirmation including a packaging that is suitable for the means of transportation.

(2) Delivery has to be made FCA Incoterms 2020 at the place of delivery indicated in the Order Confirmation. If no place of delivery is indicated in the Order Confirmation, delivery has to be made FCA Incoterms 2020 at our premises in Mergelheide 56-60, 33758 Schloß Holte-Stukenbrock/Germany. We are not obliged to inform the buyer that the goods have been delivered or that the carrier or another person nominated by the buyer has failed to take the goods within the time agreed. If agreed to with the customer, we will contract for carriage at customer's risk and cost and invoice to the customer the costs for carriage. An agreement to this effect can be made by stating the freight costs on our offers and order confirmations while at the same time providing for delivery FCA Incoterms 2020.

(3) Adherence to the delivery date respectively the delivery period stated in the Order Confirmation is not of the essence and non-adherence to the delivery date or the delivery period respectively does not constitute a fundamental breach of contract. If delivery periods are agreed to, we reserve the right to determine the exact delivery time within the delivery period.

(4) All delivery dates and delivery periods are dependent upon the buyer performing all of his obligations in due time. In particular, the buyer has to procure or confirm any necessary permits, drawings etc. and make agreed payments in due time. Moreover, if our suppliers have not supplied us on time despite us having concluded a congruent covering transaction, the agreed delivery times shall be extended and the agreed delivery dates shall be postponed by the period of the delays caused by our suppliers.

(5) We are entitled to make partial deliveries and to invoice these separately.

(6) The passing of risk takes place with delivery in accordance with § 5 sec. 2. Should the buyer fail to take delivery, the risk passes at the time the buyer fails to take delivery.

(7) In addition to our statutory rights we are entitled to suspend the performance of our obligations if there are reasonable indications that the buyer will not perform his obligations under the Contract of Sale, in particular not be able to pay the agreed price in due time.

§ 6 Delivery Note, Invoice and other documents

(1) We will provide the buyer with a delivery note issued according to our standard.

(2) Irrespective of the Incoterms-clause used, we are not obliged to clear the goods for export. We will however at the buyer's risk and expense apply for any necessary export licences and formalities as regards customs provided that the buyer has provided us with all necessary information.

(3) We will provide the buyer only with such documents explicitly stated on the Order Confirmation.

§ 7 Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Contract of Sale, for any failure or delay in fulfilling or performing any term of the Contract of Sale, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) flood, fire, earthquake, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) government order or law; (d) actions, embargoes, or blockades in effect on or after the date of the Contract of Sale; (e) action by any governmental authority; (f) national or regional emergency including pandemics or epidemics; (g) strikes or labor stoppages; (h) industrial or supply chain disturbances affecting the subject market; and (i) other acts, occurrences or situations that are not within the reasonable control of the affected party (each, a "Force Majeure Event"). The above also includes the occurrence of such events at subsuppliers. The party suffering a Force Majeure Event shall give notice within 30 days of the Force Majeure Event to the other party (albeit this notice not being a precondition for such Force Majeure Event to exist and to excuse the respective party), stating the period of time the Force Majeure Event is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

§ 8 Obligation to pay the purchase price

(1) The buyer is obliged to pay the agreed purchase price as well as agreed ancillary costs to the bank account nominated by us. The place of payment is 33758 Schloß Holte-Stukenbrock/Germany. Banking fees accrued outside of Germany will be borne by the buyer. The payment shall be made without any deductions and is due for payment at the time specified in the Order Confirmation or – if not time for payment is indicated therein – on receipt of the invoice. The buyer's acceptance of the goods is no precondition for the payment to become due.

(2) The agreed prices shall exclude any statutory VAT applicable at the date of delivery.

(3) The buyer is only entitled to exercise a lien or to suspend his performance if this is based on the same transaction as well as based on a due and undisputed or finally adjudicated counterclaim of the buyer.

(4) The buyer may only offset any claims insofar as the buyer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement.

(5) If and till such time the buyer is in arrears with payment of the purchase price, the buyer is obliged to pay interest at the rate of nine (9) percentage points above the base rate of the German Central bank per annum.

§ 9 Non-Conforming goods; Goods with a defect in title

(1) The goods do not conform to the Contract of Sale if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 1 to sec. 3. It in particular does not constitute a non-conformity if the defect is due to incorrect handling or storage, undue stresses, unsuitable operating materials or operating conditions, chemical and/or electronic effects not agreed upon in the Contract of Sale.

(2) The goods are not free from rights or claims of third parties if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 4.

§ 10 Duty of examination and notification

(1) Without prejudice to the legal provisions, the buyer is obliged to examine the goods comprehensively in respect of deviations as regards type, quantity, quality and packaging. If necessary, the buyer is obliged to conduct the examination with the help of external third parties.

(2) Notice of non-conformity has to be made in within ten (10) calendar days. For very obvious non-conformities, the period for such notification starts with the delivery of the goods, in all other cases after the buyer has discovered the non-conformity or ought to have discovered it. Notice of non-conformity has to be given in writing. The notice of non-conformity has to clearly indicate and describe the non-conformity in such a way that we can take remedial actions.

(3) Apart from the aforesaid as well as with respect to defects in title, the statutory provisions apply.

§ 11 Limitation Period

Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the buyer's claims in respect of the delivery of non-conforming goods and goods with a defect in title become time-barred one (1) year after delivery of the goods. The delivery of substitute goods or the repair of delivered goods does not lead to a restart or suspension of the limitation period.

§ 12 Remedies in case of non-conforming goods and goods with a defect in title; Limitation of Liability

(1) In case of delivery of non-conforming goods, the buyer can claim delivery of substitute goods or declare avoidance of the Contract of Sale only in accordance with the legal provisions.

(2) To the extent any costs associated with performing remedies are increased by the fact that the buyer has removed the goods to a place not stated in the Order Confirmation or, in the absence of such an indication, to a place other than the buyer's place of business, these costs will be borne by the buyer.

(3) If we deliver non-conforming goods or goods with a defect in title or breach any other obligation resulting from the Contract of Sale or the business relationship with the buyer, the buyer is entitled to demand damages only in accordance with the following provisions and any recourse to concurrent bases of claim (in particular of a non-contractual nature) is excluded:

a. The buyer is required in the first instance to rely on other remedies and can only claim damages in the event of a continuing deficiency. The buyer cannot claim damages as an alternative to other remedies.

b. We are not liable for the conduct of our suppliers or subcontractors. Neither are we liable for damages to which the buyer has contributed.

c. The buyer has to prove that either our directors or employees or other members of staff have deliberately or negligently breached contractual obligations owed to the buyer.

d. In case of liability, the amount of damages for late delivery is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent of the net purchase price of the goods delivered late or not at all, and in case of remedies because of delivery of non-conforming goods and/or goods with a defect in title and in case of all other breaches of obligations is limited to the net purchase price of the goods affected.

e. Irrespective of § 12 sec. 3 d., we are not liable for loss of profit, damages for interruption of production and loss of usage.

f. The aforesaid limitations in § 12 sec. 3 do not apply

i. to injury of life, body or health,

ii. if we have acted maliciously, grossly negligent or intentionally,

iii. if we are liable according to mandatory product liability laws, and

v. to liabilities which may not be excluded or limited according to the applicable laws.

(4) Apart from the aforesaid, the statutory provisions apply.

§ 13 Right to use Software; Rights in documents etc.

(1) In case the goods include software, with the delivery of the goods the buyer is hereby granted a non-exclusive, royalty-free license to use the software, but strictly and only in connection with the goods purchased under the Contract of Sale. With the exception of the right to make one backup copy, the buyer is not entitled to copy the software.

(2) We retain all intellectual property rights to all documents, pictures, drawings etc. (collectively "Documents") which we have created and/or provided in connection with the performance of our obligations under the Contract of Sale. Such Documents shall belong exclusively to us.

§ 14 No re-export to Russia and to Belarus

(1) If the buyer has its place of business in a country outside of the EU (with the exception of partner countries listed in Annex XIII to the Regulation (EU) No 833/2014), the buyer shall not sell, deliver, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Contract of Sale that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) If the buyer has its place of business in a country outside of the EU (with the exception of partner countries listed in Annex I to the Regulation (EU) No 258/2012), the buyer shall not sell, deliver, export or reexport, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with the Contract of Sale that fall under the scope of Article 8g of the Regulation (EC) No 765/2006.

(3) The buyer shall undertake its best efforts to ensure that the purpose of § 14 sec. 1 and sec. 2 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(4) The buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of § 14 sec. 1 and sec.2.

(5) Any violation of § 14 sec. 1, sec. 2, sec. 3 or sec. 4 shall constitute a fundamental breach of contract, and we are entitled to seek appropriate remedies, including, but not limited to an avoidance of the Contract of Sale. Any business falling under Article 12g of Council Regulation (EU) No 833/2014 will be subject to an agreement on further contractual sanctions.

(6) The buyer shall immediately inform us about any problems in applying § 14 sec. 1, sec. 2, sec. 3 or sec. 4, including any relevant activities by third parties that could frustrate the purpose of § 14 sec. 1 or sec. 2. The buyer shall make available to us information concerning compliance with the obligations under § 14 sec. 1, sec. 2, sec. 3 or sec. 4 within two (2) weeks of the request of such information.

§ 15 Other Provisions

(1) Title of the goods that have been delivered remains with us until all of our claims against the buyer have been settled. The buyer is obliged to take all measures necessary for the protection of our property and ensure that our title is not prejudiced. If this is necessary for a valid reservation of our title, the buyer in particular undertakes to arrange for any necessary entry in the public registers in the country of location of the goods at its own expense.

(2) Without prejudice to other legal provisions which entitle us to declare the Contract of Sale avoided, we are entitled to declare the Contract of Sale avoided if the performance of the Contract of Sale becomes prohibited by law. The buyer is not entitled to any claims for damages or reimbursement of expenses against us as a result of the avoidance of the Contract of Sale, unless we have deliberately or negligently caused the circumstances which entitle us to declare the Contract of Sale avoided.

(3) We are not obliged to perform any obligations not stated in the written Order Confirmation or in these International Terms and Conditions of Sale.

(4) There are no side agreements to the Contract of Sale.

(5) Any amendments to a concluded Contract of Sale require our written confirmation, duly approved by signature.

(6) The buyer is not entitled to assign his rights and obligations against us to a third party.

(7) The place of performance for delivery is governed in § 5 sec. 2, the place of performance for the payment in § 8 sec.1. For all remaining obligations and irrespective of the agreement of a differing Incoterms-clause, the place of performance is agreed to be Mergelheide 56-60, 33758 Schloß Holte-Stukenbrock/Germany, including for a replacement delivery, for the rectification of non-conformities and for the restitution of the contractual obligations in case of avoidance of the Contract of Sale.

(8) All communications, declarations, notices etc. (hereinafter collectively "Notices") are to be drawn up exclusively in German or English. Notices by means of fax or email fulfil the requirement of being in writing. A signature is not required, unless these International Terms and Conditions of Sale explicitly require a signature.

§ 16 Agreement on jurisdiction and arbitration

(1) If the buyer's place of business is located within the European Union, Switzerland, Iceland or Norway, for all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and/or these International Terms and Conditions of Sale, including its/their validity, invalidity, violation or cancellation, the state court which has jurisdiction for 33758 Schloß Holte-Stukenbrock/Germany shall have exclusive jurisdiction. Instead of bringing an action before the state court which has jurisdiction for 33758 Schloß Holte-Stukenbrock/Germany, we are also entitled to bring an action before the state court of the buyer's place of business.

(2) If the buyer's place of business is outside of the European Union, Switzerland, Iceland and Norway, all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and/or these International Terms and Conditions of Sale, including its/their validity, invalidity, violation or cancellation, shall be finally resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The place of the arbitration shall be Zurich/Switzerland, the language used in the arbitral proceedings shall be English.

§ 17 Severability

If provisions of these International Terms and Conditions of Sale should be or become partly or wholly ineffective, the remaining provisions will continue to apply. We and the buyer are bound to replace the ineffective provision with a legally valid provision as close as possible to the commercial meaning and purpose of the ineffective provision.