



General Conditions of Sale

1. General – Scope

1.1. All our offers, sales, consultations, and other contractual services are subject exclusively to the following terms and conditions. We do not recognize any conflicting or deviating conditions of the buyer unless we have expressly agreed to their validity in writing. Our terms and conditions also apply if we execute delivery to the buyer unconditionally, despite being aware of conflicting or deviating conditions of the buyer, even if we object to such conditions.

1.2. All agreements made between us and the buyer are documented in the purchase contract, the order confirmation, and these conditions in writing. Deviating agreements, side agreements, assurances, and other commitments by our representatives and employees are only valid if confirmed by us in writing.

1.3. Our terms and conditions apply only to entrepreneurs within the meaning of § 310 (1) BGB.

2. Offer – Delivery – Transfer of Risk

2.1. Our offers are non-binding. Orders are only considered accepted once confirmed by us. The content of the contract is determined by our written order confirmation.

2.2. Compliance with our delivery obligations further requires the proper fulfillment of the buyer's obligations. The defense of an unfulfilled contract remains reserved.

2.3. If the buyer delays acceptance or culpably breaches other cooperation obligations, we are entitled to claim damages, including any additional expenses incurred.

2.4. Data, dimensions, and weight specifications included in the offer are approximate only.

2.5. Correct and timely self-supply remains reserved.

2.6. Events of force majeure, strikes, lockouts, raw material shortages, operational disruptions, riots, war, and other circumstances beyond our control at our premises or those of our suppliers entitle us to postpone execution of orders in whole or in part or to withdraw from the contract without the buyer being entitled to compensation.

2.7. Partial deliveries are permitted.

2.8. Any liability for damages due to delayed or incomplete delivery is excluded.

2.9. Shipment is at the buyer's risk, even if free delivery has been agreed. Our delivery obligations are fulfilled upon dispatch from the factory or warehouse with handover to a carrier.

3. Packaging

3.1. Deliveries include packaging unless expressly provided on a loan basis.

3.2. Surcharges apply for small quantities.

3.3. If products marked with a trademark are processed, the use of the trademark in connection with the resulting product is only permitted with the written consent of the trademark owner.

4. Payment Terms

4.1. Unless a price has been agreed in writing as a fixed price, we are entitled to charge our generally applicable prices on the day of delivery. If costs related to production, sales, or transportation of goods (including public charges) increase or are newly introduced by then, the purchase price payable by the buyer increases accordingly, even if these costs are not invoiced separately. If passing on the cost increase to the buyer is legally prohibited, we are entitled to withdraw from the contract. Prices quoted as freight-free are subject to unobstructed traffic conditions. Statutory VAT is not included in our prices; it will be shown separately on the invoice at the statutory rate on the invoice date.

4.2. Our invoices are payable net within 30 days of the invoice date.

4.3. For periods of delay, interest of 10 percentage points above the applicable base rate of the European Central Bank will be charged. This also applies in the event of deferred payment.

4.4. If the buyer defaults on payment or if circumstances become known that question the buyer's creditworthiness (e.g., filing for insolvency, suspension of payments), all claims become immediately due, including those for which we have exceptionally accepted bills of exchange for payment. We are then also entitled to suspend contractual services not yet fully performed until full payment and/or to execute them only against advance payment or provision of security. Furthermore, we are entitled to reclaim delivered goods at the buyer's expense without automatically exercising the right to withdraw from the contract. The buyer hereby assigns to us any claims from the resale of goods in which we retain ownership rights to the extent of our ownership share. At our request, the buyer must provide all necessary information about the goods in our ownership and notify its customers of the assignment. In case of default, especially insolvency, the buyer is obliged to grant us access to our goods and the products manufactured from them and allow inspection of its books.

4.5. Offsetting is only permitted with counterclaims recognized by us or legally established.



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5. Warranty

5.1. The buyer is obliged to inspect the goods immediately upon delivery, as far as feasible in the ordinary course of business, before further processing or resale, and to notify us in writing of any defects without delay. Failure to do so or consumption, mixing, or resale of the goods constitutes unconditional approval. Complaints about a delivery do not entitle the buyer to reject further deliveries under the same or another contract.

5.2. For goods or parts thereof that are rightfully objected to, the buyer is entitled exclusively to replacement or partial replacement delivery, but not to further claims for damages. Special attention is drawn to §§ 377 and 254 HGB. All labels and markings must be carefully checked.

5.3. For delivery of standard-compliant goods, the stated values correspond to averages. Deviations within usual tolerances remain reserved. We expressly point out that for special lots, substandard, off-grade, secondary qualities, and especially for recyclates, deviations or fluctuations alongside other differences can be significantly greater. No warranty is assumed for waste. Due to varying requirements and individual conditions in product use, advice is non-binding and does not relieve the buyer of the obligation to check suitability for its purposes.

5.4. Warranty for original products lies with their manufacturers. Claims for defects are excluded if the buyer fails to preserve recourse rights against third parties (e.g., official record of shortage, shortage certificate). Our damage mitigation measures do not constitute acknowledgment of defects. Negotiations about a complaint do not waive our objection that the complaint was late, unfounded, or otherwise insufficient. These provisions also apply to incorrect deliveries.

5.5. For acknowledged shortages, we may choose to deliver the missing quantity or issue a corresponding credit.

5.6. Damage at the time of delivery will only be recognized if the carrier confirms such damage in writing upon acceptance.

6. General Liability

6.1. Claims for damages of any kind against us, our representatives, or our agents, especially for damage not occurring to the delivered item itself, are excluded, except in cases of injury to life, body, health, or gross negligence.

6.2. If liability cannot be excluded in cases of gross negligence but can be limited in general terms and conditions, liability is always limited to the proven damage, but no more than 10% of our sales price of the goods from whose delivery or non-delivery the claims arise.

6.3. If the delivery contract is not based on an intentional breach of contract attributable to us, our liability for damages is limited to foreseeable, typically occurring damage.

6.4. The limitation period for defect claims is 12 months from the transfer of risk.

6.5. Information on processing and application possibilities of products distributed by us or by the manufacturer, technical advice, and other details are provided to the best of our knowledge but without obligation and excluding any liability.

7. Retention of Title

7.1. Delivered goods remain our property until all outstanding claims from the business relationship have been settled – including the redemption of checks and any bills of exchange.

7.2. The buyer must keep ongoing records of the processing and sale of the reserved goods in a manner that secures our rights under the retention of title.

7.3. If goods delivered by us under retention of title are processed or combined with goods owned by third parties, we acquire ownership of the new item in proportion to the invoice value of our goods relative to the value of the new item resulting from processing or combination. If the buyer acquires sole ownership of the new item by law through processing or combination, we agree that the buyer transfers co-ownership of the new item to us in proportion to the invoice value of the reserved goods to the value of the new item at the time of processing or combination and holds it free of charge for us.

7.4. Resellers are permitted to sell our reserved goods in the ordinary course of business in their own name. The buyer hereby assigns to us the claims from the resale. We accept the assignment. In the event of resale of reserved goods after processing or combination with other goods not belonging to us or together with other goods not belonging to us, the assignment of the claim applies in the amount of our invoice value of our reserved goods. The buyer is only entitled to collect the assigned claims as long as it properly fulfills its payment obligations to us. The buyer must reserve ownership to its customers until they have fully paid the purchase price.

7.5. Pledging or transferring our reserved goods as security is not permitted. The buyer is obliged to notify us immediately of third-party access to the reserved goods. The agreement of assignment prohibitions is prohibited for the buyer.



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7.6. If the value of the securities given to us exceeds the secured claims by more than 15% in total, we are obliged to release securities at the buyer's request at our discretion.

7.7. The buyer is obliged to store the reserved goods carefully for us, maintain and repair them at its own expense, and insure them against loss and damage at its own expense to the extent required by a prudent merchant. The buyer hereby assigns its claims under the insurance contracts to us in advance.

8. Confidentiality

8.1. The parties are obliged to treat all information that becomes known to them during the preparation of an offer or execution of a contract and is not publicly accessible as confidential. The information may only be used for the purpose of providing the service. The parties must impose this confidentiality obligation on other legal entities they use to fulfill their contractual obligations.

9. Place of Jurisdiction, Place of Performance, Final Provisions

9.1. If the buyer is a merchant, our registered office is the place of jurisdiction; however, we are entitled to sue the buyer at its place of residence.

9.2. The law of the Federal Republic of Germany applies; the UN Convention on Contracts for the International Sale of Goods is excluded.

9.3. Unless otherwise stated in the order confirmation, our registered office is the place of performance.

9.4. Should any provision of these General Terms and Conditions of Sale and Delivery be invalid or unenforceable, this shall not affect the validity of the remaining provisions.

Telko Germany GmbH