GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Traditem GmbH (as of November 2026)

1. Scope

1.1

Our General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTSD") apply exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code), i.e., natural or legal persons who act in the exercise of their commercial or independent professional activity concerning the purchase of goods.

1.2

These GTSD exclusively govern the business relationship with the customer. Once incorporated into a business transaction with the customer, these GTSD also apply to all future business transactions between the customer and us unless expressly agreed otherwise in writing. Deviating conditions of the customer apply only if and to the extent that we have explicitly acknowledged them in writing. Our silence regarding such deviating terms does not constitute acknowledgment or agreement, including for future contracts.

2. Explanations, Information, Product Characteristics

2.1

The suitability of the goods for the purposes intended by the customer is not part of our performance obligation unless the intended purpose has been explicitly made part of the contract in writing.

2.2

To the extent that we provide application-specific advice, information, or recommendations, these are based on the information, samples, or test series provided by the customer and/or on our prior experience. Any values provided by us in this context are to be considered average values. Non-specified key data, such as those contained in catalogues, online, and/or brochures, are subject to industry-standard and/or production-related deviations and changes, especially due to raw material tolerances and/or technical developments.

The accuracy and completeness of any information provided to us by the customer are not verified by us and remain the responsibility of the customer. We are not liable for damages arising from incorrect advice and/or information

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provided to the customer if such damages are based on inaccurate and/or incomplete information, samples, or test series from the customer.

2.3

Application-specific advice, information, or recommendations provided by us are made with customary industry diligence but do not release the customer from their obligation to carefully verify the suitability of the goods for the intended purpose. Clause 2.1 remains unaffected.

2.4

We assume an advisory obligation only expressly under a separate written advisory agreement.

3. Conclusion of Contract, Scope of Delivery and Services

3.1

Our offers are non-binding unless expressly stated otherwise. They constitute an invitation to place orders or assignments by the customer.

3.2

A contract is concluded - even during ongoing business relations - only when we confirm the customer's order in writing or text form (e.g., fax or email). If delivery occurs without prior confirmation in compliance with the aforementioned form, our invoice may replace such confirmation.

3.3

The customer must inform us in writing of any special requirements for our products in a timely manner before concluding the contract. Such notices do not extend our contractual obligations or liability. In particular, Clause 2.1 remains unaffected.

3.4

All information about our products, especially illustrations, drawings, analyses, weights, quality, and dimensions contained in offers, brochures, and/or on our website, are approximate average values. They neither constitute guarantees nor do they imply the assumption of procurement risk unless explicitly stated by us in writing with "legally guaranteed" or "assumption of procurement risk."

A reference to standards and similar technical regulations does not constitute a product characteristic unless expressly identified by us as a "product characteristic."

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3.5

We are obligated to supply only from our stock (stock debt). The assumption of a procurement risk or guarantee is not implied by our obligation to deliver a generic item.

3.6

The delivery quantity is determined by us according to one of the customary commercial methods. Deviations in delivery quantities of up to 5% from the order quantity are considered performance in accordance with the contract. We are entitled to make partial deliveries to a reasonable extent unless explicitly excluded in writing.

3.7

The properties of samples and/or specimens become part of the contract only if explicitly agreed upon in writing. The customer is not authorized to use or distribute sample copies or specimens.

3.8

We retain all ownership and copyright rights to samples, illustrations, drawings, data, cost estimates, offers, and other documents relating to our products and services. The customer agrees not to make these accessible to third parties without our express written consent.

4. Approvals

The existence or issuance of official approvals is not part of our performance obligation. The customer assures that they will comply with the applicable regulations, especially safety and environmental protection regulations, in connection with the goods.

5. Prices, Payment Terms, Payment Default

5.1

All prices are quoted in EURO net, excluding packaging, freight, and insurance costs, ex our regional delivery warehouse or, in the case of drop shipments, ex works, plus the VAT applicable at the time of invoicing.

5.2

For repeat orders, the prices from the previous transaction apply only if explicitly confirmed by us in writing or text form.

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5.3

Cost estimates and freight information do not constitute binding fixed prices unless explicitly designated as such.

5.4

We are entitled to unilaterally adjust the remuneration reasonably and in good faith in the event of increases in material procurement costs, wages, ancillary wage costs, energy costs, and costs due to environmental regulations if more than 4 months have elapsed between the conclusion of the contract and delivery. An increase as described above is excluded to the extent that cost reductions in other cost factors offset the cost increase in the total cost burden for delivery. In the event of cost reductions, we will pass on these reductions within the scope of a price reduction.

5.5

If we exceptionally agree to bear freight costs, the customer bears additional costs arising from tariff increases in freight rates or other cost increases (including public charges such as tolls) after the conclusion of the contract. If passing on costs to the customer is prohibited, we are entitled to withdraw from the contract.

5.6

Unless otherwise agreed, our invoices are due immediately upon receipt without deduction. For agreed payment terms, the payment period is calculated from the actual date of delivery or performance. In the case of goods deliveries, the date on which the goods are delivered to the customer shall be decisive.

5.7

The customer shall be in default of payment without the need for a reminder upon expiry of an agreed payment period that is specified by calendar date or can be calculated on the basis of the calendar. In all other respects, the statutory provisions governing default of payment shall apply. Upon default, all granted discounts, reductions, and other benefits become void.

5.8

Upon default of payment, we shall charge default interest at the statutory rate pursuant to Section 288 (2) of the German Civil Code (BGB). The assertion of further damage remains reserved.

5.9

The date of payment is considered the date on which the funds are received by us or credited to our account or the account of the payment institution specified by us.

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5.10

In the event of payment default, all claims arising from the business relationship with the customer become immediately due. Regardless of instalment agreements, deferral arrangements, or other extensions, all outstanding obligations are payable immediately.

5.11

If payment terms are not met or circumstances become known or recognizable which, according to our dutiful commercial judgment, give rise to justified doubts about the creditworthiness of the customer, including such facts which already existed when the contract was concluded but which were not known to us or should have been known to us, we shall be entitled, without prejudice to further legal rights in these cases, to discontinue further work on current orders or deliveries and to demand advance payments or the provision of appropriate, customary securities - e.g., in the form of a bank guarantee from a German credit institution affiliated to the Deposit Protection Fund - for deliveries still outstanding and, after the unsuccessful expiry of a reasonable grace period for the provision of such securities, to withdraw from the contract without prejudice to further statutory rights. The customer is obliged to compensate us for all damages arising from the culpable non-execution of the contract.

5.12

The customer's right to withhold payment or offset claims exists only for undisputed or legally established counterclaims. A right of retention can only be exercised for claims arising from the same contractual relationship.

5.13

Bills of exchange will only be accepted on an exceptional basis and subject to explicit agreement, and only on account of performance. Discount charges from the invoice due date to the bill's maturity date, as well as any additional bill-related costs, shall be borne by the customer. Interest and costs incurred for discounting or collecting bills of exchange must also be covered by the customer. For bills of exchange and cheques, the payment date is considered to be the day of their encashment. If our bank rejects the discounting of a bill or there are reasonable doubts about whether a bill will be discounted during its term, we are entitled to demand immediate cash payment upon withdrawal of the bill.

6. Delivery Time, Delay in Delivery

6.1

Binding delivery dates and deadlines must be explicitly agreed upon in writing. For non-binding or approximate (e.g., "about," "approximately") delivery dates and deadlines, we will endeavour to meet them to the best of our

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ability. The agreement on delivery dates assumes that transport routes and means of transport are available to the usual extent unless we are aware of circumstances to the contrary at the time of the agreement.

6.2

Delivery and/or performance deadlines commence upon receipt of our order confirmation by the customer but not before all execution details of the order are clarified and all other customer obligations, particularly any agreed advance payments or securities, are fulfilled in full. The same applies to delivery and performance dates. If the customer requests changes after placing the order, a new reasonable delivery and/or performance deadline begins upon our confirmation of the change.

6.3

Deliveries and/or services prior to the expiry of the delivery/performance period are permissible. For collection obligations, the delivery date is the date on which notification of readiness for dispatch is given; otherwise, it is the date on which the goods are dispatched.

6.4

If we are in default of delivery, the customer must first set us a reasonable grace period of at least 14 days, unless this is unreasonable in the individual case. If this period expires without success, claims for damages due to breach of duty - for any reason whatsoever - exist only under the provisions of Clause 11.

6.5

We shall not be in default as long as the customer is in arrears with obligations to us, unless we are obligated to perform in advance in the specific case.

6.6

We are not obliged to deliver as long as transport means to be provided by the customer are not available, unless we are responsible for providing the transport means or a delivery obligation is agreed. However, we are entitled to carry out the delivery using our own or rented transport means if shipment is feasible or a call-off order exists. In this case, the goods travel at the customer's risk.

6.7

The customer is obliged to cooperate during the handover of the goods and to notify us in good time of any difficult delivery conditions (e.g., poor access roads, long hose paths). If delivery by us has been agreed, the customer must ensure that unhindered delivery to the agreed delivery location is possible. If delivery cannot be made in the agreed

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or usual manner at the specified delivery time due to circumstances attributable to the customer or a third party commissioned by the customer, the customer bears the resulting additional costs.

6.8

If the customer incurs damage due to our delay, they are entitled to claim compensation for delay, excluding any further claims. This compensation amounts to 0.5% of the net value of the total delivery and/or service not provided on time or not provided in accordance with the contract, for each full or partial week of delay, up to a maximum of 5%. Further compensation for delay is excluded unless the delay is caused by our intentional, grossly negligent, or fraudulent conduct, or in cases of liability for injury to life, body, or health, or in the event of a delay involving a fixed delivery date in the legal sense, the assumption of a performance guarantee or procurement risk, or other cases of mandatory statutory liability.

7. Unloading and Packaging

7.1

Unloading and storing the delivered goods are the responsibility of the customer and do not form part of our performance obligation. The customer must unload the goods immediately and properly. If our employees assist with unloading or discharging upon the customer's request, they act exclusively under the customer's instructions and responsibility, and not as our vicarious agents.

7.2

For deliveries in tank wagons, the customer is solely responsible for their immediate unloading and return to us or the address specified in the individual case. If the tank wagon's dwell time at the customer's premises is prolonged due to the customer's fault, the resulting rental fees and additional costs will be borne by the customer.

7.3

It is not part of our performance obligation to check containers provided by the customer for suitability - especially cleanliness. We are not liable for damages or defects resulting from defective or otherwise unsuitable customer containers.

7.4

If our deliveries are made in returnable packaging, these must be returned to us, completely emptied and in impeccable condition, within 30 days of their arrival at the customer’s premises, at the customer’s expense and risk, or handed over to our vehicle free of charge with a receipt of return.

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7.5

If the customer fails to fulfil the obligation under Clause 7.4 within the specified period, we are entitled to charge an appropriate fee for the period exceeding 30 days and, after a reasonable grace period for return has elapsed unsuccessfully, to demand the replacement value of the packaging, offsetting the aforementioned fee.

7.6

Labels on returnable packaging must not be removed. The returnable packaging may not be swapped or filled with other goods. The customer is liable for depreciation, substitution, contamination, and loss. The condition upon arrival at our premises is decisive. Returnable packaging may not be used as storage containers or transferred to third parties unless previously agreed upon in writing.

8. Force Majeure / Self-Supply

8.1

If, due to circumstances beyond our control, we do not receive deliveries or services from our subcontractors required for the performance of our contractual deliveries or services, either in whole or in part, or not correctly or on time, despite proper and sufficient coverage based on the quantity and quality of the agreement with the customer, or if events of force majeure of significant duration (i.e., lasting longer than 14 calendar days) occur, we will inform the customer promptly in writing or text form. In such cases, we are entitled to postpone the delivery or service for the duration of the impediment or to withdraw from the contract, either in whole or in part, concerning the part not yet fulfilled, provided we have fulfilled our duty to inform and have not assumed the procurement risk. Events of force majeure include, but are not limited to, strikes, lockouts, governmental actions, shortages of energy or raw materials, unavoidable transport bottlenecks, unintentional operational disruptions - e.g., caused by fire, water, or machine damage -, and any other hindrances which, from an objective perspective, were not caused by us through fault.

8.2

If a delivery and/or performance date or deadline is bindingly agreed upon and is exceeded due to events specified in Clause 8.1, the customer is entitled, after the unsuccessful expiry of a reasonable grace period, to withdraw from the contract regarding the unfulfilled part. Further claims by the customer, particularly claims for damages, are excluded in this case.

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8.3

The provisions of Clause 8.2 apply accordingly if it becomes objectively unreasonable for the customer to continue to adhere to the contract due to the events specified in Clause 8.1, even without a binding delivery and/or performance date or deadline.

9. Shipping / Transfer of Risk

9.1

Unless otherwise agreed in writing, delivery shall be made ex works. If neither a collection nor delivery obligation has been agreed, the shipment shall be carried out as a dispatch obligation by a carrier commissioned by us, insured. In the case of collection and dispatch obligations, the goods travel at the customer's risk and expense.

9.2

The choice of the transport route and the means of transport is at our discretion in the case of agreed shipment or in the absence of an agreed collection date (dispatch obligation), unless otherwise agreed. However, we will endeavour to consider the customer's wishes regarding the shipping method and route. Any additional costs resulting therefrom - including for freight-free deliveries - as well as the transport and insurance costs, shall be borne by the customer.

If the shipment is delayed at the customer's request or due to their fault, we will store the goods at the customer's cost and risk. In such cases, notification of readiness for shipment shall be equivalent to actual dispatch.

9.3

The risk of accidental loss or accidental deterioration of the goods passes to the customer when the goods are handed over to the customer, the carrier, the freight forwarder, or any other third party commissioned to execute the shipment. The risk passes at the latest when the goods leave our works, warehouse, or branch. This applies even in the case of partial deliveries unless we have explicitly agreed to delivery to the customer (delivery obligation).

The risk of accidental loss or accidental deterioration passes to the customer during deliveries by us in connection with installation or assembly as soon as the goods are integrated into the customer's operations.

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9.4

If dispatch is delayed because we exercise our right of retention due to the customer's partial or complete payment default or any other reason attributable to the customer, the risk shall pass to the customer no later than the date we notify them of our readiness to ship and/or perform the service.

10. Notification of Defects / Breach of Duty due to Material Defects / Warranty

10.1

Visible defects, including transport damage, must be reported by the customer immediately, but no later than 12 days after collection in the case of delivery ex works, or otherwise after delivery. Hidden defects must be reported immediately upon discovery, but no later than within the warranty period pursuant to Clause 10.7. Failure to make a timely complaint excludes any claims by the customer for breach of duty due to defects. This does not apply in cases of intentional, grossly negligent, or fraudulent conduct on our part, in cases of injury to life, body, or health, in the event of an assumed guarantee of freedom from defects, or other legally mandatory liability provisions, as well as in the case of recourse claims in the supply chain (§ 478 BGB).

10.2

Defects that are already visible upon delivery, including transport damage, must also be reported to the carrier and noted on the freight documents. Failure to report defects in due time to the carrier excludes any claims by the customer for breach of duty due to defects. This does not apply in cases of intentional, grossly negligent, or fraudulent conduct on our part, in cases of injury to life, body, or health, or in the event of an assumed guarantee of freedom from defects, or in cases of legally mandatory liability provisions and recourse claims in the supply chain (§ 478 BGB).

If quantity or weight defects were already identifiable upon delivery as part of the above inspection obligations, the customer must notify the carrier upon receipt of the products and obtain confirmation of the complaint. Failure to make a timely complaint to the carrier also excludes any claims by the customer for breach of duty due to defects. This does not apply in cases of intentional, grossly negligent, or fraudulent conduct on our part, in cases of injury to life, body, or health, or in the event of an assumed guarantee of freedom from defects, or legally mandatory liability provisions and recourse claims in the supply chain (§ 478 BGB).

10.3

Negotiations about potential complaints do not constitute a waiver of our right to contest the untimely, unfounded, or otherwise inadequate nature of the complaint.

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10.4

Once the processing, modification, connection, or mixing with other items begins, the delivered products are deemed approved by the customer as being in conformity with the contract. The same applies in the case of further shipment from the original destination.

It is the responsibility of the customer to clarify, by means of tests appropriate in scope and methodology, whether the delivered products are suitable for the intended processing, procedure, or other purposes of use before starting any of the aforementioned activities.

10.5

In the case of other breaches of duty, the customer must issue a written warning and set a reasonable deadline for remedy before asserting further rights.

10.6

If the breach of duty does not exceptionally concern a work performance on our part, withdrawal is excluded to the extent that our breach of duty is insignificant.

10.7

Unless otherwise agreed in writing or in text form, we provide a warranty for material defects for a period of 12 months, starting from the date of the transfer of risk (see Clause 9). In the case of the customer refusing to accept or collect the goods, the warranty period begins upon notification of readiness for handover. This does not apply to claims for damages based on a guarantee, the assumption of a procurement risk, injury to life, body, or health, intentional, grossly negligent, or fraudulent conduct, or if a longer period is legally mandatory, such as under § 478 BGB (recourse in the supply chain).

10.8

If the customer or a third party not commissioned by us carries out improper repairs, we are not liable for any resulting consequences. The same applies to any modifications made to the delivered item without our prior consent.

10.9

Further claims by the customer arising from or in connection with defects or consequential damages, regardless of their legal basis, exist only in accordance with the provisions of Clause 10.10 to 10.13 and 11.

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10.10

Our warranty (claims for breach of duty due to poor performance regarding material defects) and the resulting liability are excluded for the consequences of improper use, extraordinary wear and tear of the products, excessive use, or unsuitable storage conditions, for example, the effects of chemical, electromagnetic, mechanical, or electrolytic influences that do not correspond to the intended, average standard influences. This does not apply in cases of fraudulent, grossly negligent, or intentional conduct on our part, or injury to life, body, or health, or liability under a legally mandatory liability provision.

10.11

We do not provide a warranty for consumables whose shelf life is limited and has been exceeded, provided the malfunction is caused by wear and tear or exceeding the shelf life. The same applies to products where the defect occurs after the shelf life has expired, to the extent that the defect is caused by the expiration of the shelf life.

10.12

Customer claims for expenses required for subsequent performance, particularly transport, travel, labour, and material costs, are excluded if the expenses increase because the delivery item has subsequently been transported to a location other than the customer's business location, unless the transport corresponds to its intended use.

10.13

Defect claims do not exist for only minor deviations from the agreed or customary quality or usability.

10.14

The recognition of breaches of duty in the form of material defects always requires written confirmation. Measures to mitigate damage do not constitute an acknowledgment of a defect.

11. Exclusion and Limitation of Liability

11.1

We shall not be liable, in particular not for claims by the customer for damages or reimbursement of expenses - regardless of the legal basis - and/or for breaches of obligations arising from the contractual relationship or from tortious acts.

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11.2

The aforementioned exclusion of liability does not apply:

- in the event of wilful or grossly negligent breaches of duty on our part or on the part of our legal representatives or vicarious agents;
- for breaches of essential contractual obligations; essential contractual obligations are those whose fulfilment defines the contract and on which the customer may rely;
- in the event of injury to life, body, or health, even if caused by legal representatives or vicarious agents;
- in the event of delay, provided that a fixed delivery and/or performance date has been agreed;
- where we have assumed a guarantee for the quality of our goods or the achievement of a performance outcome, or have assumed a procurement risk;
- in the case of liability under the Product Liability Act or other mandatory statutory liability provisions.

11.3

If we or our vicarious agents are only guilty of slight negligence and none of the cases outlined in Clause 11.2, 1st, 3rd, 4th, 5th and 6th bullet points apply, our liability is limited to the foreseeable, contract-typical damage at the time the contract was concluded, even in the event of a breach of essential contractual obligations.

11.4

Further liability is excluded.

11.5

The exclusions or limitations of liability pursuant to Clause 11.1 to 11.4 and Clause 11.6 shall apply equally to the benefit of our executive and non-executive employees, other vicarious agents, and subcontractors.

11.6

Customer claims for damages arising from the contractual relationship with us may only be asserted within an exclusion period of one year from the statutory commencement of the limitation period. This does not apply if we are guilty of fraud, intent, or gross negligence, to claims for injury to life, body, or health, or in the case of claims based on tortious acts, explicit additional guarantees, the assumption of a procurement risk, or any other mandatory statutory liability provision.

11.7

The above provisions do not involve any reversal of the burden of proof.

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12. Retention of Title / Right of Lien

12.1

We retain ownership of the goods delivered by us (hereinafter referred to as “Reserved Goods”) until all claims arising from the business relationship with the customer, including future claims arising from contracts concluded later, have been settled. This also applies to any balance in our favour if individual or all claims have been included in a current account (open account) and the balance has been drawn.

12.2

The customer is entitled to resell the delivered products in the ordinary course of business. Other dispositions, in particular pledging or granting security ownership, are not permitted. If the Reserved Goods are not immediately paid for by the third-party purchaser upon resale, the customer is obliged to resell them only under retention of title. The authorization to resell the Reserved Goods automatically ceases if the customer stops payments or is in default of payment to us.

12.3

The customer hereby assigns to us all claims, including securities and ancillary rights, arising from or in connection with the resale of the Reserved Goods against the end customer or third parties. The customer may not enter into any agreement with their customers that excludes or impairs our rights in any way or nullifies the advance assignment of the claim. If the Reserved Goods are resold together with other items, the claim against the third-party purchaser shall be deemed assigned to us in the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be derived from the invoice.

12.4

The customer remains authorized to collect the claims assigned to us until such authorization is revoked by us, which we may do at any time. Upon our request, the customer is obliged to provide us with all necessary information and documents for the collection of the assigned claims and, unless we do so ourselves, to notify its buyers immediately of the assignment.

12.5

If the customer includes claims from the resale of Reserved Goods in a current account relationship with its buyers, the customer hereby assigns to us the recognized closing balance in its favour in the amount corresponding to the total amount of claims included in the current account for the resale of our Reserved Goods.

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12.6

If the customer has already assigned claims arising from the resale of goods delivered or to be delivered by us to third parties, particularly due to genuine or non-genuine factoring or other agreements that could impair our current or future security interests, the customer must notify us immediately. In such cases, the customer hereby assigns to us its current and future claims against the factor, to the extent that they relate to the goods delivered by us. The customer undertakes to notify the factor of this assignment and to instruct the factor to pay only to us upon our request.

In the event of non-genuine factoring, we are entitled to withdraw from the contract and demand the return of the goods already delivered. The same applies to genuine factoring if the customer is unable to freely dispose of the purchase price of the claim under the agreement with the factor.

12.7

In the event of a breach of contract by the customer, particularly in the case of default of payment, we are entitled to withdraw from the contract and reclaim all Reserved Goods. In such a case, the customer is obligated to surrender the goods immediately. To determine the stock of goods delivered by us, we are entitled to enter the customer's business premises during normal business hours. Reclaiming the Reserved Goods shall only constitute a withdrawal from the contract if we expressly declare it in writing or if mandatory legal provisions provide for such withdrawal. The customer must immediately notify us in writing of any third-party access to the Reserved Goods or to claims assigned to us.

12.8

The processing and treatment of the Reserved Goods shall be carried out on our behalf without any obligation on our part. If the Reserved Goods are combined, processed, or otherwise inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the invoice value of our goods to the invoice values of the other processed or combined items. If our goods are combined with other movable items into a single item that is considered the main item, the customer hereby transfers to us proportional co-ownership. The customer shall store our ownership or co-ownership free of charge. The resulting co-ownership rights shall be considered Reserved Goods. Upon our request, the customer shall provide all necessary information to pursue our ownership or co-ownership rights.

If the customer sells our goods after processing, combining, or mixing them with items not belonging to us, the customer hereby assigns to us all claims arising from the resale, including any amounts for labour costs, along with all ancillary rights, such as securities and the claim for the creation of a construction lien (§ 648 BGB). If the customer sells our goods after processing, combining, or mixing with goods belonging to third parties, we shall be joint

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creditors with the co-owners. Alternatively, the customer's claim against its customer shall be deemed assigned to us in proportion to the value of our Reserved Goods to the value of the goods sold by the customer. The assignment to us always covers the portion of the claim that is still realizable. Upon our request, the customer shall disclose the assignment and provide us with the necessary information and documents. Furthermore, the customer hereby assigns to us any future claims for damage to the goods delivered by us.

12.9

We are entitled to demand at any time the provision of securities of our choice (particularly land charges) to ensure the proper fulfilment of the customer's obligations. We are authorized to claim and utilize as security or collateral values belonging to the customer that are under our actual control.

12.10

If the value of the securities provided to us exceeds the secured claims by more than 20% in total, we are obliged to release securities at the customer's request to the extent of the excess, with the selection of the securities to be released being at our discretion

13. Data Storage

We store personal data of the customer that arise within the scope of our business relationship in compliance with the applicable data protection regulations.

14. Place of Performance / Jurisdiction / Applicable Law

14.1

The place of performance for all contractual obligations shall, except in cases where a delivery obligation has been expressly agreed, be the location of our company headquarters, unless expressly agreed otherwise in writing.

14.2

The exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the court responsible for the location of our company headquarters, provided that the customer is a merchant as defined by the German Commercial Code (HGB). However, we are also entitled to bring legal action against the customer at the customer's general place of jurisdiction.

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14.3

All legal relationships between the customer and us shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15. Written Form / Severability Clause

15.1

All agreements, ancillary agreements, assurances, and amendments to the contract must be made in writing. This also applies to any waiver of the written form requirement itself. Oral amendments or additions to the contract are invalid. The precedence of individual agreements (§ 305 b BGB) remains unaffected.

15.2

Should any present or future provision of this contract be or become invalid, null, or unenforceable for reasons other than those related to the regulations on general terms and conditions according to §§ 305 to 310 BGB, this shall not affect the validity of the remaining provisions of this contract, unless the execution of the contract - taking into account the following provisions - would constitute an unreasonable hardship for one of the parties. The same applies if a gap requiring supplementation arises after the conclusion of the contract.

The parties shall replace the provision that is invalid, null, or unenforceable for reasons other than those related to the regulations on general terms and conditions (§§ 305 to 310 BGB) or fill the gap with a valid provision that comes closest in legal and economic terms to the invalid, null, or unenforceable provision and to the overall purpose of the contract. § 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a specified measure of performance or time (deadline or date), the provision shall be agreed with a legally permissible measure that comes closest to the original. § 306 Paragraph 2 BGB (statutory provisions apply if a GTC clause is invalid) remains unaffected.

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