

**§ 1 General Scope of Application**

- The following General Terms and Conditions of Delivery apply to all transactions of INperfektion GmbH.
- The General Terms and Conditions of Delivery apply in particular to contracts for sale and/or delivery of movable goods (hereinafter also referred to as "goods") without regard to whether we manufacture the goods ourselves or buy them from suppliers (§§ 433, 651 BGB; German Civil Code). The General Terms and Conditions of Delivery in their respective versions shall also apply as a framework agreement to future contracts for sale and/or delivery of movable goods with the same customer, without us having to refer to them again in each individual case.
- Our General Terms and Conditions of Delivery apply exclusively. Different conflicting or supplementary General Terms and Conditions of the purchaser shall only become part of the contract if - and to the extent that - we expressly agree to their validity. This consent requirement applies in any case, for example also if, in knowledge of the purchaser's General Terms and Conditions, we refuse to deliver to him without reservation.

- Individual agreements made in individual cases with the customer (including ancillary agreements, additions and amendments) shall in any case take precedence over these General Terms and Conditions of Delivery. For the existence of such agreements, a written contract or our written confirmation is authoritative.
- Legally relevant declarations and notifications sent by the customer after the conclusion of the contract (e.g. deadlines, notices of defects, declaration of withdrawal or reduction) must be in writing in order to be effective.
- References to statutory provisions are only of clarifying significance. Even without such a clarification, the statutory provisions shall therefore apply to the extent that they are contained in these General Terms and Conditions of Delivery shall not be directly amended or expressly to be excluded.

**§ 2 Contract**

- Our offers are subject to change and non-binding. This also applies if we provide the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, reference to DIN standards), other product descriptions or documents - also in electronic form - in which we have acquired property and copyright reserved. INperfektion GmbH reserves the right to make changes or deviations from these General Terms and Conditions of Delivery, in the terms and conditions drawn up by your individually drawn up, subject to change and non-binding offers, expressly before.
- The ordering of the goods by the customer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 4 weeks of its receipt by us.
- Acceptance can be made either in writing (e.g. by order confirmation) or by delivery of the goods must be declared to the customer.

**§ 3 Delivery time and delay**

- The delivery period will be agreed individually or determined by us upon acceptance of the order specified.
- If we do not meet binding delivery deadlines for reasons we are not responsible for, (unavailability of the service), we will inform the customer of this immediately and at the same time inform them of the expected new delivery period. If the service is not available even within the new delivery period, we are entitled to withdraw from the contract in part; a consideration already provided by the customer will be refunded immediately. As a case of unavailability of the service in this sense applies in particular to the failure of our supplier to supply ourselves in time if we have a congruent hedging business. Our statutory withdrawal and rights of termination as well as the statutory provisions on the execution of the contract in the case of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of the performance and/or subsequent performance) remain unaffected. The restrictions also remain unaffected. The purchaser's rights of withdrawal and termination in accordance with § 8 of these General Terms and Conditions of Delivery shall also remain unaffected.
- The occurrence of our delay in delivery is determined by the statutory provisions. In any case, however, a reminder by the customer by registered letter with which we are given a reasonable grace period.

**§ 4 Delivery, transfer of risk, acceptance, default of acceptance**

- Delivery is ex works, where the place of performance is located as well. On request and at the expense of the customer, the goods will be shipped to a different destination (mail-order-purchase). Unless otherwise agreed upon, we are entitled to change the type of dispatch (in particular transport company, shipping route, packaging).
- The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of mail order purchases, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the freight forwarder, the carrier or the other person or institution designated for execution. If acceptance has been agreed, this is decisive for the transfer of risk. In all other respects, too, the statutory provisions of the law on contracts for work and services apply mutatis mutandis to an agreed acceptance. It is equivalent to handover or acceptance if the customer is in default of acceptance.
- If the customer is in default of acceptance, he shall refrain from cooperating or, if our delivery is delayed for other reasons for which the customer is responsible, then we are entitled to claim compensation for the resulting damage, including additional expenses (e.g. storage costs). For this we charge a lump sum compensation of 5% of the value of the goods, starting with the delivery period or, in the absence of a delivery period, with the notification of the readiness of the goods for shipment. Proof of higher damage and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum is limited to further monetary claims. The purchaser shall be entitled to prove that we have no or only significantly less damage has arisen from the above lump sum.

**§ 5 Prices and payment terms**

- Unless otherwise agreed in the individual case, our respective regulations at the time of the current price, ex stock, plus the applicable VAT.
- In the case of mail-order purchases (§4 paragraph 1), the customer bears the transport costs from the warehouse as well as the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall be borne by the purchaser. Transport and all other packaging in accordance with the Packaging Ordinance, we do not accept; they become property of the customer, pallets are excluded.
- The remuneration is due and payable within 30 days of invoicing and delivery or acceptance of the goods. For contracts with a delivery value of more than 20,000 EUR, however, we are entitled to pay a deposit of 30% of the remuneration. The deposit is due and payable within 14 days from invoice.

- Upon expiry of the above payment period, the customer is in default. The remuneration is at the applicable statutory default interest rate during the delay. We reserve the right to assert further damages for delay. Compared to merchants, our claim to the commercial due interest (§353 HGB; German Commercial Code).
- The purchaser shall only be entitled to rights of set-off and retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, §7 Paragraph 6 shall not be affected.
- If, after the conclusion of the contract, it becomes apparent that our entitlement to the remuneration is jeopardised by the customer's lack of ability to pay (e.g. by applying for opening of insolvency proceedings), we are liable in accordance with the statutory provisions for refusal to perform and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the production of unjustifiable objects (custom-made products), we can declare the withdrawal immediately; the statutory provisions on the dispensability of setting a time limit remain unaffected.

**6 Retention of Title**

- Until all of our present and future claims have been paid in full from the purchase contract and an ongoing business relationship (secured receivables) we reserve title to the goods sold.
- The goods - subject to retention of title - may be returned before full payment of the secured receivables are neither pledged to third parties nor transferred as security become. The customer must notify us immediately in writing if and insofar as third parties access the goods belonging to us.
- In the event of breach of contract by the customer, in particular in the event of non-payment of the due remuneration, we are entitled to pay the remuneration due in accordance with the statutory provisions of the contract and to withdraw the goods on the basis of the retention of title and the withdrawal. If the customer does not pay the due remuneration, we may only assert our rights, if we have previously unsuccessfully provided the purchaser with reasonable deadline for payment or to set such a deadline in accordance with the statutory regulations is dispensable.
- The purchaser shall be entitled to use the goods subject to retention of title in the ordinary course of business. The purchaser shall have the right to dispose of the goods subject to retention of title in the ordinary course of business, however, to resell and/or process if the purchaser is unable to make payments from the current business relationship is in default. In this case, the following shall apply in addition determinations.
  - The retention of title extends to the goods obtained by processing, mixing or products produced by our goods to their full value, whereby we are manufacturers. Remains with processing, mixing or association with goods third parties whose right of ownership exists, we acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the following applies: for the resulting product the same as for the product supplied under retention of title.
  - The receivables arising from the resale of the goods or products against third parties, the purchaser shall already be liable in full or in the amount of our possible co-ownership share in accordance with the preceding paragraph to us as security. We accept the assignment. The obligations of the purchaser referred to in paragraph 2 shall also apply in consideration of the assigned claims.
  - The customer remains authorized to collect the claim alongside us. We commit not to collect the claim as long as the purchaser shall not be in default of payment, shall not be in default of payment, application for the opening of insolvency proceedings has been filed and no other defect of its performance.

However, if this is the case, we may demand that the customer announces the assigned claims and their debtors, shall provide all the information necessary for collection, hands over the relevant documents and provides the debtors (third parties) with the assignment.

- If the realizable value of the collateral exceeds our receivables by more than 10%, we will, at the request of the purchaser, provide securities in accordance with our preference.

**§ 7 Claims for defects by the customer**

- The rights of the purchaser in the event of material defects and defects of title (including incorrect and reduced delivery as well as improper assembly or inadequate assembly instructions) the statutory provisions shall apply, unless otherwise provided for in the following. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the goods to a consumer (supplier recourse according to §§ 478, 479 BGB).
- The basis of our liability for defects is above all the agreement about the quality of the goods - An agreement on the quality of the goods shall be deemed to be the description of such designated, which are made available to the customer before placing his order; or in the same way as these General Terms and Conditions of Delivery were involved.
- If the quality has not been agreed, the decision, whether a defect exists or not is based on § 434 (1) sentences 2 and 3 of the BGB (according to the statutory regulation). For public statements by the manufacturer or other third parties (e.g. advertising statements) however, we assume no liability.
- The purchaser's claims for defects presuppose that he has complied with his statutory (§§ 377, 381 HGB). If the inspection or later a defect is noticed, we must be notified of this immediately in writing. The notification shall be deemed to be immediate if it is made within two weeks, provided that the timely dispatch of the notification is sufficient to meet the deadline. Regardless of this, the purchaser shall notify INperfektion in writing of obvious defects (including incorrect and under-delivery) within two weeks of delivery, whereby here, too, the timely dispatch of the notification is sufficient to meet the deadline. If the order to carry out the proper inspection and/or notification of defects has not been reported by the purchaser, our liability for the defect is excluded.
- If the delivered item is defective, the purchaser may first act as supplementary performance in accordance with his choice to remedy the defect (rectification) or to deliver a defect-free item (replacement delivery). If the purchaser does not declare which of both rights he chooses, we can set him a reasonable period of time for this. If the purchaser does not make the choice within the time limit provided, the right of choice shall pass on to us.
- We are entitled to make the subsequent performance owed dependent on the fact that the customer pays the due remuneration. However, the purchaser is entitled to use a proportion of the remuneration appropriate to the defect.
- The customer shall give us the time required for the subsequent performance owed and shall give us the opportunity to inspect the completed goods for examination purposes. In the event of a replacement delivery, the customer has to return the defect item in accordance with the statutory provisions.

- We bear the expenses necessary for the purpose of the audit and subsequent performance, in particular transport, travel, labor and material costs, if there is a defect given. However, if a demand for the remedy of defects by the customer is unjustified, we can demand reimbursement of the costs incurred from the customer.
- In urgent cases, e.g. in the event of a threat to operational safety or for control cases in the event of disproportionate damage, the customer has the right to remedy the defect himself and to demand reimbursement of the objectively necessary expenses from us. From such self-performance we are to be informed immediately, if possible beforehand. The right of self-determination does not exist if we would be entitled to use a to refuse appropriate supplementary performance in accordance with the statutory provisions.
- In case the supplementary performance has failed or if the purchaser has issued a contract for the subsequent performance to have expired unsuccessfully or in accordance with the statutory provisions of the is dispensable, the customer may withdraw from the contract or reduce the remuneration. However, there is no right of withdrawal in the event of an insignificant defect.
- Claims of the purchaser for damages or compensation for futile expenses exist only in accordance with § 8 and are excluded in all other respects.

**§ 8 Other liability**

- Insofar as these General Terms and Conditions of Delivery, including the following provisions do not result otherwise, we shall be liable for a breach of contractual and non-contractual obligations under the relevant legal provisions.
- We are liable for damages - regardless of the legal basis - in the event of intent and gross negligence. In the event of simple negligence, we are only liable:
  - for damage resulting from injury to life, limb or health,
  - for damages resulting from the breach of a material contractual obligation (obligation, the fulfillment of which is essential for the proper performance of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to the replacement of the foreseeable, typically of the damage that occurs.
- The limitations of liability resulting from paragraph 2 shall not apply to the extent that we have a defect fraudulently concealed or if we too a guarantee for the quality of the goods. The same applies to claims under the German Product Liability Act.
- Due to a breach of duty that does not consist of a defect, the customer can only withdraw or terminate the contract, if we are responsible for the breach of duty. A free customer's right of termination (in particular pursuant to §§ 651, 649 BGB) is excluded. In all other respects, the legal requirements and legal consequences apply.

**§ 9 Prescription**

- The general limitation period for claims based on defects of quality and title is one year from delivery, if acceptance has been agreed upon, the limitation period begins with the date of acceptance.
- The above stated limitation periods also apply to contractual and non-contractual claims for damages by the customer based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the German Product Liability Act shall remain unaffected in any case. Otherwise, only the statutory limitation periods apply to claims for damages by the customer in accordance with § 8.

**§ 10 Choice of law and jurisdiction**

- For these General Terms and Conditions of Delivery and any legal relationship between us and the purchaser shall be subject to the law of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods. Prerequisites and effects of retention of title pursuant to § 6 are subject to the law of the respective storage place of the goods, insofar as this is inadmissible or ineffective.
- If the purchaser is a merchant within the meaning of the Commercial Code, a legal entity of the public law or a special fund under public law, is exclusively - also international - place of jurisdiction for all persons arising directly from the contractual relationship or indirectly arising disputes from our place of business, which is currently located in Heinsberg.

However, we are also entitled to bring an action at the general place of jurisdiction of the customer.

INperfektion GmbH  
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