General Terms and Conditions of Purchase of followfood GmbH

§ 1 Scope

(1) These General Terms and Conditions of Purchase ("AEB") apply only to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB) who sell or supply goods to us (hereinafter: "Seller").

(2) The AEB apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also: "Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (sections 433 and 650 BGB). The AEB, in their respective version, also apply as a framework agreement to future contracts for the sale and/or delivery of movable goods with the same Seller, without our having to refer to them again in each individual case; we shall inform the Seller of any amendments to our AEB without undue delay.

(3) We expressly object to any conflicting general terms and conditions of the Seller. Supplementary or deviating general terms and conditions of the Seller shall become part of the contract only if and to the extent that we have expressly agreed in writing to their incorporation. The Seller's fulfilment of the order constitutes acceptance of our terms and conditions of purchase.

(4) Legally relevant declarations to be made by the Seller after conclusion of the contract (e.g. setting deadlines, issuing reminders or declaring withdrawal from the contract) must be in written form to be effective.

(5) Where a framework agreement and supplementary agreements, in particular quality agreements, specifications or other annexes, exist between the parties, those provisions shall prevail over these AEB in the event of any conflict. These AEB shall apply on a supplementary basis to that extent. The Seller undertakes to comply with the requirements set out in those agreements.

§ 2 Conclusion of the contract

(1) Our order shall become binding no earlier than upon its submission or confirmation in writing. Before accepting the order, the Seller must notify us of any obvious errors (e.g. clerical or calculation errors) or omissions in the order, including the order documents, so that they can be corrected or completed; otherwise, the contract shall be deemed not to have been concluded.

(2) The Seller shall confirm our order in writing within two days or fulfil the order without reservation by dispatching the Goods (acceptance).

§ 3 Delivery time and delay in delivery

(1) The delivery time stated in our order is binding. If no delivery time is stated in the order or otherwise agreed, it shall be one week from conclusion of the contract. The Seller must notify us in writing without undue delay if it anticipates that it will be unable to meet agreed delivery times, for whatever reason.

(2) If the Seller fails to perform, fails to perform within the agreed delivery time or is in default, our rights, in particular to withdraw from the contract and claim damages, shall be governed by the statutory provisions. Paragraph 3 remains unaffected.

(3) If the Seller is in default, we may, in addition to any further statutory claims, claim compensation for loss caused by the delay at a flat rate of 2% of the net price for each full calendar week of delay, up to a maximum of 10% of the net price of the performance provided late.

We reserve the right to prove that we have incurred a greater loss. The Seller reserves the right to prove that we have incurred no loss or a substantially lower loss.

§ 4 Delivery, passing of risk and default of acceptance

(1) The Seller may not have its contractual obligations performed by third parties (e.g. subcontractors) without our prior written consent. Unless otherwise agreed in an individual case, the Seller bears the procurement risk for its performance.

(2) Delivery shall be made to the destination stated in the order. If no destination is specified and nothing else is agreed, delivery shall be made to the Nordfrost GmbH warehouse (postcode: 46485 Wesel, Germany). The respective destination is also the place of performance (obligation to deliver to the destination).

By way of exception, it may be agreed in an individual case that the Goods will be collected at the Seller's premises by us or by third parties appointed by us (“Collection”). In this case, paragraph 8 shall apply.

(3) A delivery note stating the dates of issue and dispatch, the contents of the delivery (item numbers and quantities) and our order reference (date and number) must accompany the delivery. We shall not be responsible for delays in processing or payment resulting from a missing or incomplete delivery note. A corresponding dispatch notification containing the same information must be sent to us separately from the delivery note.

(4) The risk of accidental loss of or accidental deterioration in the Goods passes to us upon handover at the place of performance. If formal acceptance has been agreed, that acceptance shall determine when risk passes. Where formal acceptance has been agreed, the statutory provisions governing contracts for work shall otherwise apply accordingly. Handover or acceptance shall be deemed to have occurred if we are in default of acceptance.

(5) Our default of acceptance shall be governed by the statutory provisions. However, the Seller must expressly offer its performance even if a specific or ascertainable calendar date has been agreed for an act or cooperation on our part (e.g. provision of materials). If we are in default of acceptance, the Seller may claim reimbursement of its additional expenses in accordance with the statutory provisions (section 304 BGB).

(6) The Seller must store and transport the Goods under hygienically satisfactory conditions until handover at the place of performance. The following requirements apply irrespective of whether supplementary agreements exist:

a) Following thermal stabilisation, quick-frozen food must be stored and transported at -18 °C or colder at all points. During shipment, only the legally permitted brief upward temperature fluctuations of no more than 3 °C are allowed, unless stricter requirements have been agreed. The Goods must not have partially thawed or been refrozen after partial thawing.

b) Food requiring refrigeration must be stored and transported within the temperature limits prescribed by law for the particular product and in accordance with the temperature information on the product labelling. If neither the applicable law nor the labelling specifies a temperature, the Seller must inform us in writing, before conclusion of the contract, of the temperature range required to ensure safety and quality and must comply with that range.

c) Food not requiring refrigeration must be stored and transported in dry, frost-free conditions and protected from heat, direct sunlight, moisture and extraneous odours. Product-specific storage instructions on the labelling must be observed.

d) Storage areas, vehicles and transport containers must be clean, suitable for food and free from pests. The Goods must be protected against contamination, cross-contamination and damage. Stricter statutory or agreed requirements remain unaffected.

The cold chain must be maintained throughout storage and transport, including loading and unloading, until handover at the place of performance.

If agreed or legally prescribed temperature ranges or transport conditions are not complied with, the Goods shall be deemed defective unless it is demonstrated that their quality or safety has not been impaired.

(7) The Seller must document compliance with the transport and temperature requirements by suitable evidence. For food requiring refrigeration or freezing, temperatures must be monitored and recorded using suitable measuring equipment; quick-frozen food is subject, in particular, to the requirements of Regulation (EC) No 37/2005. The records must be dated and traceable to the relevant delivery. They must be retained for at least one year and, where the nature and shelf life of the product require, for a longer period, and must be made available to us on request. The Seller must notify us in writing of any deviations without undue delay and, where possible, before handover.

(8) If the Goods are collected at the Seller's premises by us or by third parties appointed by us ("Ex Works"), risk shall, as a rule, pass to us upon handover of the Goods to us or to the appointed third party.

In this case, the requirements in paragraphs 6 and 7 apply accordingly to storage and preparation of the Goods for collection until handover to us or to the third party appointed by us.

At the time of handover, the Goods must be properly packaged, fit for transport and free from defects. If agreed or legally prescribed conditions, in particular temperature requirements, are not complied with before handover, the Goods shall be deemed defective.

§ 5 Prices and payment terms

(1) The price stated in the order is binding. All prices include statutory value added tax unless it is shown separately.

(2) Unless otherwise agreed in an individual case, the price includes all services and ancillary services provided by the Seller (e.g. assembly and installation) and all ancillary costs (e.g. proper packaging and shipping costs, including any transport and liability insurance). The Seller must take back packaging materials at our request.

(3) The agreed price shall be due for payment within 30 calendar days after complete delivery and performance (including any agreed formal acceptance) and receipt of a proper invoice. If we pay within 14 calendar days, the Seller shall grant us a 3% discount on the invoice amount. In the case of a bank transfer, payment is made in time if our transfer instruction is received by our bank before expiry of the payment period; we are not responsible for delays caused by the banks involved in the payment process.

(4) We do not owe interest accruing solely because payment is due. Default interest shall be nine percentage points per annum above the base rate. The statutory provisions apply to the commencement of our payment default, except that, in all cases, a written reminder from the Seller shall be required, even where this departs from the statutory provisions.

(5) We are entitled to rights of set-off and retention and to the defence of non-performance to the extent provided by law. In particular, we may withhold payments due for as long as we still have claims against the Seller arising from incomplete or defective performance.

(6) The Seller shall have a right of set-off or retention only in respect of counterclaims that have been established by a final judgment or are undisputed.

§ 6 Confidentiality and retention of title

(1) We reserve ownership rights and copyrights in illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents may be used exclusively for the contractual

performance and must be returned to us once the contract has been performed. The documents must be kept confidential vis-à-vis third parties, including after termination of the contract. The confidentiality obligation shall cease only if and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The foregoing provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products), as well as tools, templates, samples and other items that we provide to the Seller for manufacturing purposes. Until they are processed, such items must be stored separately at the Seller's expense and insured to an appropriate extent against destruction and loss.

(3) Any processing, mixing or combination ("Further Processing") of items provided by us that is carried out by the Seller shall be undertaken on our behalf. The same applies where we further process the Goods supplied, with the result that we are deemed to be the manufacturer and acquire ownership of the product in accordance with the statutory provisions no later than upon Further Processing.

(4) Ownership of the Goods must be transferred to us unconditionally and irrespective of payment of the price. However, if in an individual case we accept an offer by the Seller to transfer ownership subject to payment of the purchase price, the Seller's retention of title shall expire no later than upon payment of the purchase price for the Goods supplied. Even before payment of the purchase price, we remain authorised to resell the Goods in the ordinary course of business, subject to advance assignment of the resulting receivables (subsidiary application of simple retention of title and retention of title extended to resale proceeds). All other forms of retention of title are, in any event, excluded, in particular retention securing other claims, retention passed on to subsequent purchasers and retention extended to products resulting from Further Processing.

§ 7 Defective delivery

(1) Our rights in the event of material defects and defects in title in the Goods (including incorrect deliveries, short deliveries, improper assembly and defective assembly, operating or user instructions) and other breaches of duty by the Seller shall be governed by the statutory provisions, unless otherwise provided below.

(2) Under the statutory provisions, the Seller is liable in particular for ensuring that the Goods have the agreed characteristics when risk passes to us.

Agreed characteristics include in particular the product descriptions, specifications and quality agreements expressly agreed and approved between the parties that form part of the respective contract or have been incorporated into it in the same manner as these AEB. The latest agreed version shall apply.

This applies in particular to the requirements laid down in the framework agreement, quality agreements and specifications.

It is immaterial whether the product description originates from us, the Seller or the manufacturer.

(3) Our duties to inspect and give notice of defects shall be governed by the statutory provisions (sections 377 and 381 of the German Commercial Code (HGB)), subject to the following: our duty to inspect is limited to defects that are openly apparent during external inspection of incoming Goods, including the delivery documents, or during our quality inspections carried out on a sample basis (e.g. transport damage, incorrect deliveries or short deliveries). If formal acceptance has been agreed, there is no duty to inspect. In all other cases, the extent of any inspection shall depend on what is practicable in the ordinary course of business, taking account of the circumstances of the individual case. In all cases, our notice of defects shall be deemed to have been given without undue delay and in time if it reaches the Seller within ten working days.

(4) If the Seller fails to fulfil its obligation to provide subsequent performance, at our option by remedying the defect ("Repair") or by supplying defect-free Goods ("Replacement Delivery"), within a reasonable period set by us, we may remedy the defect ourselves and claim reimbursement of the necessary expenses or a corresponding advance payment from the Seller. No deadline need be set if subsequent performance by the Seller has failed or is unreasonable for us (e.g. because of particular urgency, a threat to operational safety or the imminent risk of disproportionate damage); we shall notify the Seller of such circumstances without undue delay and, where possible, in advance.

(5) In all other respects, in the event of a material defect or defect in title, we are entitled under the statutory provisions to reduce the purchase price or withdraw from the contract. We are also entitled to damages and reimbursement of expenses in accordance with the statutory provisions.

§ 8 Recourse against suppliers

(1) In addition to our claims for defects set out above, we are entitled to the statutory rights of recourse against suppliers (supplier recourse under sections 445a, 445b and 478 BGB). In particular, without prejudice to our statutory right to choose (section 439(1) BGB), we may require the Seller to provide the type of subsequent performance (Repair or Replacement Delivery) that we owe to our customer in the individual case.

(2) Before acknowledging or satisfying a claim for defects asserted by our customer (including reimbursement of expenses under section 445a(1) BGB), we shall notify the Seller, explain the facts and request a written statement. If no statement is received within a reasonable period and no mutually agreed solution is reached, the claim for defects that we have honoured shall be deemed to have been owed to our customer; in this case, the Seller bears the burden of proving otherwise.

(3) Our rights of recourse against suppliers also apply where the Goods have been further processed by us or by one of our customers before their sale to a consumer, for example by incorporation into another product.

§ 9 Product liability

(1) If the Seller is responsible for damage caused by a product, it must indemnify us against third-party claims to the extent that the cause of the damage originated within its sphere of control and organisation and it is itself liable towards the third party.

(2) As part of its indemnification obligation, the Seller must also reimburse us for expenses incurred as a result of or in connection with claims by third parties, including product recalls carried out by us. Before a recall, we shall, to the extent possible and reasonable, inform the Seller of the scope of the intended recall and give it an opportunity to comment. Further statutory claims remain unaffected.

(3) The Seller must take out and maintain product liability insurance with a combined coverage limit of at least EUR 2.5 million per claim for personal injury and property damage and provide us with a copy of the insurance policy on request.

§ 10 Limitation periods

(1) The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise provided below.

(2) By way of derogation from section 438(1), no. 3 BGB, the general limitation period for claims for defects shall be three years from the passing of risk. If formal acceptance has been agreed, the limitation period begins upon acceptance. The three-year limitation period also applies accordingly to claims arising from defects in title; the statutory limitation period for third parties' rights in rem to demand the return of the Goods (section 438(1), no. 1 BGB) remains unaffected.

(3) The limitation periods under sales law, including the above extension, apply, to the extent provided by law, to all contractual claims for defects. If we also have non-contractual claims for damages arising from a defect, they shall be subject to the standard statutory limitation period (sections 195 and 199 BGB), unless applying the limitation periods under sales law would result in a longer limitation period.

§ 11 Governing law and jurisdiction

(1) These AEB and all legal relationships between us and the Seller are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.

(2) Our place of business is the place of performance and the exclusive place of jurisdiction, both domestically and internationally, for all disputes arising from or concerning these AEB and the legal relationships between the parties. However, we are also entitled to bring proceedings at the Seller's place of business or at the place of performance of the delivery obligation.

(3) These AEB shall be interpreted in accordance with German law. The English version is provided for information only and does not form part of the legal

transaction. In the event of any discrepancy, the German version alone shall prevail.

Data protection notice

Personal data are processed in accordance with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR). Personal data are processed exclusively for the performance of the contractual relationship and are disclosed to third parties only to the extent necessary to perform the contract.

Further information on data processing is available in our privacy policy.

General Terms and Conditions of Sale of followfood GmbH

§ 1 Scope

(1) These General Terms and Conditions of Sale ("AGB") apply to all offers, deliveries and other services provided by us, followfood GmbH, to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB) (hereinafter: "Buyer").

(2) Our AGB apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture them ourselves or obtain them from suppliers (sections 433 and 650 BGB). The AGB, in their respective version, also apply to all future contracts for the sale and/or delivery of movable goods with the same Buyer, without our having to refer to them again in each individual case.

(3) We expressly object to any conflicting general terms and conditions of the Buyer. Supplementary or deviating general terms and conditions of the Buyer shall become part of the contract only if we have expressly agreed to their incorporation. This also applies where we supply the Buyer without reservation despite being aware of deviating general terms and conditions.

(4) Legally relevant declarations by the Buyer after conclusion of the contract (e.g. setting deadlines, giving notice of defects or declaring withdrawal from the contract) must be in written form to be effective.

§ 2 Conclusion of the contract

(1) Our offers are subject to change and non-binding. This also applies where we have provided the Buyer with written offers or other documents.

(2) The Buyer's order for the Goods constitutes a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this offer within two weeks of receipt. We may accept it in writing (e.g. by confirming the order) or by conduct through delivery of the Goods.

§ 3 Delivery period and delay in delivery

(1) Delivery periods are binding only if we have expressly confirmed them in writing. Otherwise, the delivery period shall be at least four weeks from conclusion of the contract.

(2) If we are unable to meet binding delivery periods for reasons for which we are not responsible (e.g. unavailability of performance), we shall inform the Buyer without undue delay and state the expected new delivery period. If performance remains unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part. Unavailability of performance includes in particular a failure by our supplier to deliver in time if we have entered into a matching procurement contract, neither we nor our supplier is at fault, or we are not obliged to procure the Goods in the individual case.

(3) A delay in delivery shall, at a minimum, require the Buyer to have issued a reminder after delivery has become due. If we are in default of delivery, the Buyer may claim compensation for loss caused by the delay at a flat rate. For each full calendar week of delay, this shall amount to 0.5% of the net price (delivery value), up to a maximum of 5% of the delivery value of the Goods delivered late. We reserve the right to prove that the Buyer has incurred no loss or a substantially lower loss than the above flat-rate compensation.

(4) The Buyer's rights under § 11 of these AGB and our statutory rights, in particular where the obligation to perform is excluded, remain unaffected.

§ 4 Delivery, passing of risk and default of acceptance

(1) Unless expressly agreed otherwise, delivery shall be made from the warehouse. At the Buyer's request and expense, the Goods shall be shipped to another destination (hereinafter: "Sale Involving Shipment"). Unless otherwise agreed, we are entitled to determine the method of shipment, in particular the transport company, shipping route and packaging.

(2) The risk of accidental loss of or accidental deterioration in the Goods passes to the Buyer no later than upon handover.

In a Sale Involving Shipment, risk passes upon delivery of the Goods to the forwarding agent, carrier or other person appointed to carry out the shipment.

Handover shall be deemed to have occurred if the Buyer is in default of acceptance.

(3) If the Buyer is in default of acceptance, fails to cooperate or causes a delay in our delivery for other reasons for which it is responsible, we are entitled to claim compensation for the resulting loss, including additional expenses (e.g. storage costs). In this respect, we may charge flat-rate compensation of at least EUR 100 per calendar day from expiry of our delivery period or, if no delivery period has been agreed, from notification that the Goods are ready for dispatch. Our right to prove a greater loss and our statutory claims remain unaffected; however, the flat-rate compensation shall be credited against any further monetary claims. The Buyer is entitled to prove that we have incurred no loss or a substantially lower loss than the above flat-rate compensation.

§ 5 Prices and payment terms

(1) Unless otherwise agreed, our prices current at the time the contract is concluded shall apply, ex warehouse and plus statutory value added tax.

(2) In a Sale Involving Shipment, the Buyer bears the shipping costs from the warehouse and the costs of any transport insurance requested by it. Unless otherwise agreed, we charge a flat shipping fee of EUR 100. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. We do not take back packaging, including packaging covered by the applicable packaging

legislation; it becomes the Buyer's property, with the exception of pallets. Mandatory statutory take-back obligations remain unaffected.

(3) The purchase price shall become due 14 days after invoicing and delivery. However, for contracts with a delivery value exceeding EUR 1,000, we are entitled to request an advance payment of 50% of the purchase price. The advance payment shall be due within 14 days of invoicing.

(4) Upon expiry of the above payment periods, the Buyer shall be in default. During default, interest shall accrue on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further loss caused by default. In relation to merchants, our entitlement to commercial interest accruing from the due date (section 353 of the German Commercial Code (HGB)) remains unaffected.

(5) The Buyer shall have rights of set-off or retention only in respect of counterclaims that have been established by a final judgment or are undisputed. The Buyer's statutory rights and defences in the event of defects in the delivery remain unaffected. Payments received from the Buyer shall always be allocated in accordance with section 366(2) BGB.

(6) If, after conclusion of the contract, it becomes apparent that our claim for the purchase price is at risk because of the Buyer's inability to pay (e.g. due to an application to open insolvency proceedings), we are entitled under the statutory provisions to refuse performance and, where applicable after setting a deadline, to withdraw from the contract (section 321 BGB).

(7) If the Buyer is in default of payment of one claim, all other claims against the Buyer may be declared immediately due. The Buyer must bear all fees, costs and expenses incurred by us or by a third party to whom we have assigned a claim as a result of or in connection with successful debt collection proceedings against the Buyer outside the Federal Republic of Germany.

§ 6 Retention of title

(1) We retain ownership of the Goods sold until all outstanding claims under the respective purchase contract or the ongoing business relationship (“Secured Claims”) have been paid in full.

(2) Before the Secured Claims have been paid in full, Goods subject to retention of title must not be pledged to third parties or transferred by way of security. The Buyer must notify us in writing without undue delay if and to the extent that third parties take action against the Goods belonging to us.

(3) If the Buyer acts in breach of contract, in particular by failing to pay the purchase price when due, we are entitled under the statutory provisions to withdraw from the contract and/or demand the return of the Goods on the basis of our retention of title. A demand for return of the Goods does not also constitute a declaration of withdrawal; we are entitled to demand their return alone and reserve the right to withdraw. If the Buyer fails to pay the purchase price when

due, we may exercise these rights only after having unsuccessfully set the Buyer a reasonable deadline for payment, or where no such deadline is required under the statutory provisions.

(4) The Buyer is authorised to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following supplementary provisions apply.

(a) Retention of title extends to the full value of the products resulting from processing, mixing or combining our Goods, and we shall be deemed to be the manufacturer. If third parties retain ownership rights where our Goods are processed, mixed or combined with goods belonging to those third parties, we acquire co-ownership in proportion to the invoice values of the goods processed, mixed or combined. In all other respects, the same provisions apply to the resulting product as to the Goods delivered subject to retention of title.

(b) The Buyer hereby assigns to us by way of security all receivables against third parties arising from the resale of the Goods or the resulting product, or the proportion corresponding to our co-ownership share under the preceding paragraph. We accept the assignment. The Buyer's obligations under paragraph 2 also apply to the assigned receivables.

(c) The Buyer remains authorised, alongside us, to collect the receivables. We undertake not to collect them for as long as the Buyer meets its payment obligations to us, is not in default of payment, no application to open insolvency proceedings has been made, and there is no other impairment of its ability to pay. If, however, any of these circumstances arises, we may require the Buyer to disclose the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third-party debtors) of the assignment.

(d) If the realisable value of the security exceeds our claims by more than 10%, we shall, at the Buyer's request, release security of our choice.

§ 7 Export and labelling

(1) The products supplied are labelled in accordance with the specifications and labelling requirements agreed in each case.

(2) Where products are expressly manufactured or labelled for specific export markets, they shall be marketed in those markets by the seller or on its behalf in compliance with the applicable food law.

(3) Export sales are made exclusively on a B2B basis to business customers.

(4) If the Buyer distributes products outside Germany that are not specifically labelled for that market, the Buyer is independently responsible for compliance with all food law requirements in the respective country of destination.

This includes in particular:

- Adapting the product labelling to national legal requirements
- Translating the mandatory labelling information into the language of the respective country
- Adding the address of an importer or responsible person where required by law
- Complying with all national marketing and labelling requirements

(5) The Buyer must ensure that the products comply with all legal requirements before they are placed on the market in the respective country of destination.

(6) In the respective country of destination, the Buyer shall be regarded as the person placing the products on the market within the meaning of food law.

§ 8 Protection of trademarks and labelling

(1) The seller's trademarks, logos and other labelling elements must not be altered, removed or used in a misleading manner without prior written consent.

(2) Changes to the packaging, labelling or presentation of the products may be made only in compliance with the applicable legal requirements.

(3) Where products are marketed with certifications, quality seals or sustainability labels (e.g. organic or MSC), the Buyer undertakes to comply with the relevant certification requirements.

Changes to labelling that is relevant to certification may be made only in accordance with the relevant certification standards.

§ 9 Liability for marketing abroad

(1) The Buyer undertakes to ensure that the products comply with the legal requirements applicable in the respective country of destination before they are placed on the market there.

(2) The Buyer shall indemnify the seller against all third-party claims arising from or in connection with marketing the products outside Germany in breach of applicable law.

This applies in particular to breaches of labelling, import or marketing requirements in the respective country of destination.

§ 10 Buyer's claims for defects

(1) The Buyer's rights in the event of material defects and defects in title (including incorrect deliveries, short deliveries, improper assembly or defective assembly instructions) shall be governed by the statutory provisions, unless otherwise provided below. The special statutory provisions where the Goods are ultimately supplied to a consumer (supplier recourse under sections 445a, 445b and 478 BGB) remain unaffected.

(2) Our liability for defects is based primarily on the agreement concerning the characteristics of the Goods. Product descriptions, including those of the manufacturer, that are designated as such and were provided to the Buyer before its order or incorporated into the contract in the same manner as these AGB shall constitute an agreement on the characteristics of the Goods.

(3) Where the characteristics have not been agreed, whether or not a defect exists shall be determined in accordance with the statutory provisions (section 434 BGB). However, we accept no liability for public statements by the manufacturer or other third parties (e.g. advertising statements).

(4) The Buyer's claims for defects require it to have complied with its statutory duties to inspect and give notice of defects (sections 377 and 381 HGB). If a defect becomes apparent during inspection or at a later date, we must be notified in writing without undue delay. Notice is deemed to have been given without undue delay if it is given within two weeks; timely dispatch of the notice is sufficient to meet the deadline. Irrespective of these duties to inspect and give notice, the Buyer must notify us in writing of obvious defects, including incorrect deliveries and short deliveries, within two weeks of delivery; timely dispatch of the notice is sufficient to meet the deadline. If the Buyer fails to carry out a proper inspection and/or give proper notice of defects, our liability for the defect not notified shall be excluded.

(5) If the Goods supplied are defective, we may initially choose whether to provide subsequent performance by remedying the defect ("Repair") or by supplying defect-free Goods ("Replacement Delivery"). Our right to refuse subsequent performance where the statutory requirements are met remains unaffected.

(6) The Buyer must give us the time and opportunity necessary to provide the subsequent performance owed, in particular by handing over the Goods complained of for inspection. In the event of a Replacement Delivery, the Buyer must return the defective Goods to us in accordance with the statutory provisions. Subsequent performance includes neither removal of the defective Goods nor installation of the replacement Goods if we were not originally obliged to install them.

(7) We shall bear the expenses necessary for inspection and subsequent performance, in particular transport, travel, labour and material costs, but not removal or installation costs, if a defect actually exists. If, however, the Buyer's request to remedy a defect proves unjustified, we may claim reimbursement of the resulting costs from the Buyer.

(8) In urgent cases, e.g. where operational safety is at risk or disproportionate damage must be prevented, the Buyer is entitled to remedy the defect itself and claim reimbursement from us of the expenses objectively necessary for that purpose. The Buyer must inform us of such action without undue delay and, where possible, in advance. This right to remedy the defect itself does not apply if we

would be entitled to refuse the corresponding subsequent performance under the statutory provisions.

(9) If subsequent performance has failed, a reasonable deadline to be set for subsequent performance has expired without success, or no such deadline is required under the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. However, there is no right to withdraw in the event of an insignificant defect.

(10) The Buyer shall be entitled to damages or reimbursement of wasted expenditure only in accordance with § 11; such claims are otherwise excluded.

§ 11 Liability

(1) Unless otherwise provided in these AGB, our liability for breaches of contractual and non-contractual duties shall be governed by the statutory provisions.

(2) We are liable for damages, irrespective of the legal basis, in cases of intent and gross negligence. In cases of ordinary negligence, we are liable only

a) for loss resulting from injury to life, limb or health;

b) for loss resulting from a breach of an essential contractual obligation (an obligation whose fulfilment is essential to the proper performance of the contract and on whose fulfilment the other party regularly relies and is entitled to rely); in this case, however, our liability is limited to compensation for foreseeable loss that typically occurs.

(3) The limitations of liability in paragraph 2 do not apply where we have fraudulently concealed a defect or given a guarantee concerning the characteristics of the Goods. The same applies to the Buyer's claims under the German Product Liability Act.

(4) If the breach of duty does not consist of a defect in the Goods, the Buyer may withdraw from or terminate the contract only if we are responsible for the breach. Any right of the Buyer to terminate the contract at will is excluded.

§ 12 Limitation periods

(1) By way of derogation from section 438(1), no. 3 BGB, the general limitation period for claims arising from material defects and defects in title is one year from delivery. If formal acceptance of the Goods has been agreed, the limitation period begins upon acceptance.

(2) The above limitation periods also apply to the Buyer's contractual and non-contractual claims for damages based on a defect in the Goods, unless applying the standard statutory limitation period (sections 195 and 199 BGB) would result in a shorter limitation period in the individual case. However, the limitation periods under the German Product Liability Act remain unaffected.

§ 13 Governing law and jurisdiction

(1) These AGB and all legal relationships between us and the Buyer are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.

(2) Our place of business in Germany is the exclusive place of jurisdiction, both domestically and internationally, for all disputes arising from or concerning these AGB and the legal relationships between the parties. However, we are also entitled to choose another place of jurisdiction, in particular the Buyer's general place of jurisdiction.

(3) These AGB shall be interpreted in accordance with German law. The English version is provided for information only and does not form part of the legal transaction. In the event of any discrepancy, the German version shall prevail.

Data protection notice

Personal data are processed in accordance with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR). Personal data are processed exclusively for the performance of the contractual relationship and are disclosed to third parties only to the extent necessary to perform the contract.

Further information on data processing is available in our privacy policy.

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