

# GENERAL CONDITIONS OF SALE OF SCHWEIGER TOOLING GMBH

(Version 01/14/2025)

## 1. Application

- 1.1. Supplies, services, and quotations shall be effected exclusively on the basis of these Conditions of Sale. Conflicting conditions or conditions of the customer which deviate from our Conditions of Sale will not be recognised, unless their application has been expressly agreed to.
- 1.2. Negotiations for fulfilment of contract shall not be deemed as agreement to any contractual conditions which deviate from our conditions.
- 1.3. These Conditions of Sale also apply as a framework agreement for all further legal transactions between the contracting parties.

## 2. Conclusion of Contract

- 2.1. Our quotations are non-binding. A contractual quotation to a customer requires an order confirmation. The dispatch of the goods ordered by customers has the effect of concluding the contract. If quotations are sent to us, the bidder shall be bound to this for a period of 8 days from the quotation reaching us.
- 2.2. We shall not be obliged to carry out the service until all technical details have been clarified and customers have unambiguously fulfilled all structural, technical, and legal preconditions to fulfilment.
- 2.3. Services shall not be due which are not expressly included in the quotation or in other contractual documents signed by us.
- 2.4. In the event of the services being carried out on the basis of plans, drawings, and sketches or instructions provided by customers, they are to guarantee to us the correctness of the documents and instructions provided. There is no obligation on our part to examine or issue warnings with regard to these documents and instructions. Should customers wish for an examination of the works, equipment, machines, or documents provided by them, such procedures are to be agreed on separately, and customers shall incur an appropriate fee charged in this respect.

## 3. Price

- 3.1. Unless expressly indicated otherwise, all prices given by us are understood to be exclusive of Value Added Tax.
- 3.2. In the event of changes in wage costs due to the provisions of collective wage agreements in the sector, or internal corporate agreements, or should other cost items relevant to the calculation be changed, or costs change which are necessary for the performance of the service, such as those for materials, energy, third-party work, financing, etc., then we shall be entitled to increase or reduce the prices accordingly.

## 4. Cost Estimates

- 4.1. Cost estimates are only binding if issued in writing and are expressly designated as binding; the issue of a cost estimate does not commit us to accept the order.
- 4.2. Cost estimates are non-binding; no guarantee is provided for correctness and completeness.
- 4.3. Inasmuch as this is required for the performance of the service, customers are obliged to inform us precisely and in writing of all specifications and the intended sector of use.

## 5. Terms of Payment, Arrears Interest

- 5.1. In the absence of mutual agreement, our claims are to be paid in cash piece by piece against the handover of the goods. Discount deductions require a separate agreement. In the event of arrears in payment, including partial payments, any discount agreements shall be terminated.
- 5.2. Payments from customers shall not be deemed to be received by us until the moment at which they are paid into our business account or acceptance by us of the cash payment.
- 5.3. In the event of delay in payment by customers, arrears interest shall be imposed, in the amount of 8 percentage points above the base rate.

## 6. Cancellation of Contract

- 6.1. In the event of delay in acceptance (Item 8) or for other important reasons, such as, in particular, bankruptcy of the customers or insolvency due to lack of assets, we shall be entitled to withdraw from the contract, inasmuch as it has not yet been fulfilled in total by both parties.
- 6.2. In the event of cancellation we shall have the option, if the customers are at fault, to demand lump-sum compensatory damages of 10% of the gross amount of the invoice, or reimbursement of the damages and losses actually incurred.
- 6.3. In the event of delay in payment by the customers, we shall be released from all further service and supply obligations, and shall be entitled to refrain from any still outstanding supplies or services and to demand the settlement of advances and sureties, or, after setting an appropriate period of grace, to withdraw from the contract.
- 6.4. In the event of customers withdrawing from the contract, without being entitled to do so, or requesting its suspension, we shall have the option of insisting on the fulfilment of the contract, or agreeing to its suspension. In the latter case, customers shall be obliged, at our discretion, to pay lump-sum compensatory damages in the amount of 15% of the gross amount of the invoice or to pay the actual damages incurred.

## 7. Reminder and Recovery Expenses

- 7.1. Customers undertake, in the event of delay, to reimburse us for the reminder and recovery expenses incurred by us, all costs for recovery, out-of-court or courtordered, and in particular the costs of a recovery company or an attorney.

## 8. Delivery, Transport, Delay in Acceptance

- 8.1. Unless not expressly stated otherwise in the quote, our retail prices do not include costs for delivery, assembly, commissioning or other services. Upon request, these services can be provided or organized by us for an additional charge. For transport/delivery, we will charge the actual costs, at least the regular shipping costs of the selected type of

transport valid on the day of delivery. Assembly, commissioning and other work/services are billed based on time, whereby the hourly rate for the relevant work applies (€ 95.00 to € 180.00 in 2024, plus value added tax in the legally prescribed amount; subject to change without notice).

- 8.2. Customers shall respect the operating and commissioning instructions provided on the occasion of the purchase, and shall ensure, in particular, that specified maintenance work is carried out in a due and proper manner.
- 8.3. Customers shall undertake to keep us indemnified against any losses which we incur as a result of incorrect handling, commissioning, or storage of the goods supplied by us.
- 8.4. If customers have not taken charge of the goods as agreed (delay in acceptance), we shall be entitled, after the unsuccessful setting of a subsequent period of grace, either to take the goods into store ourselves, for which we shall charge a storage fee of 0.1% of the gross amount of the invoice per calendar day commenced, or place them in store with an authorised third party, at the expense and risk of the customers.
- 8.5. At the same time, we shall be entitled either to insist on fulfilment of contract, or, after the setting of a subsequent period of grace of at least 2 weeks, to withdraw from the contract and to dispose of the goods elsewhere.

## **9. Delivery Time**

- 9.1. We shall not be obliged to carry out the service until customers have fulfilled all their obligations which are required for performance, in particular all technical and contractual details, preparatory work, and preparatory measures.
- 9.2. In the event of our exceeding the agreed deadlines and delivery times, customers shall only be entitled to withdraw from the contract after the expiry of an appropriate subsequent period of grace.

## **10. Place of Fulfilment**

Place of fulfilment is the company's registered office (in accordance with the Commercial Register).

## **11. Minor Modifications to Service**

Modifications to our service or supply obligations which are minor or acceptable to the customers shall be deemed in advance to be accepted. This shall apply in particular to changes in the item itself (e.g. dimensions, colours, plastics, metals, composition of non-ferrous metals, etc.).

## **12. Obligations in respect of Guarantee, Investigation and Submission of Complaints**

- 12.1. In all cases, we shall deal with guarantee claims by customers primarily by replacement, repair within an acceptable period of time, or, last, by price reduction. Customers can only demand repudiation (suspension of contract) if the deficiency is substantial, cannot be rectified by replacement or repair, and a price reduction is not reasonably acceptable to the customers. Claims for compensatory damages by customers, which are aimed at the alleviation of the deficiency by making good or replacement, can only be pursued if we have fallen behind in the fulfilment of guarantee claims despite the setting of a conditional subsequent period of grace.
- 12.2. Claims under guarantee must be pursued within one year from delivery of the item.
- 12.3. In the event of customers contending that a deficiency exists, claims resulting from this, in particular for guarantee or compensatory damages, can only be pursued if the customers prove that the deficiency was already present at the time of delivery of the goods; this shall also apply within the first six months after the delivery of the goods.
- 12.4. Customers are obliged to examine the goods after delivery forthwith, but at the latest within 6 working days. Any deficiencies determined in this situation are to be made known to us promptly, but at the latest within 3 working days of discovery, notifying us of the nature and extent of the deficiency in writing.
- 12.5. Deficiencies which are discovered are to be made known in writing promptly, but at the latest within 3 working days of discovery. If a deficiency is not notified, or not notified in good time, the goods shall be deemed to be accepted.
- 12.6. Our obligation under guarantee shall terminate in any event with the expiry of the term of the guarantee. Any special recourse by the customers in respect of self-fulfilled guarantee obligations is excluded.
- 12.7. Claims under guarantee shall be excluded if our services have been altered, supplemented, or reworked by third parties or by the customers themselves, or are the result of deficient installation by these parties.
- 12.8. No guarantee shall pertain in the event of damage to the object of the service by outside forces, such as mechanical effects, in respect of parts subject to wear, or other parts which are subject to normal wear and tear.
- 12.9. No guarantee shall likewise pertain for cases of unsuitable or inappropriate use, normal wear and tear, lack of maintenance work, if this has been recommended, defective or careless handling, or the use of unsuitable and/or inadequate operating media.

## **13. Compensatory Damages**

- 13.1. Any claims for compensatory damages are excluded in cases of minor negligence. This shall not apply to personal injury.
- 13.2. The injured party is required to furnish proof of minor or gross negligence.
- 13.3. The statute of limitations in respect of alleged compensation claims shall be two years from transfer of risk.
- 13.4. The provisions relating to compensatory damages contained in these Conditions of Sale or otherwise agreed shall also apply if the claim for damages is pursued together with or instead of a claim under guarantee.

## **14. Product Liability**

Claims for recourse in the meaning of the Product Liability Law are excluded, unless the party entitled to recourse proves that the defect was caused within our sphere, and was culpably attributable at least to gross negligence.

## **15. Reservation of Ownership and its Implementation**

- 15.1. All goods are supplied by us under reservation of ownership, and remain our property until payment has been effected in full. The pursuit of reservation of ownership shall only result in withdrawal from the contract if this is expressly declared.
- 15.2. In the event of recovery of goods, we shall be entitled to charge for the transport and handling costs incurred. In the event of the intervention by third parties on the goods under reservation of ownership, in particular by way of pledging, customers shall undertake to draw attention to our ownership, and inform us of this forthwith.

- 15.3. If customers are not entrepreneurs, whose normal pursuit of business includes dealings in the goods acquired from us, they shall not be permitted to be availed of the goods subject to reservation of ownership until payment has been made in full of the outstanding purchase price demand, and in particular they may not sell them, offer them in pledge, give them as gifts, or loan them out on hire.
- 15.4. Customers shall bear the full risk for the goods subject to reservation of ownership, in particular for the risk of destruction, loss, or deterioration.

**16. Assignment of Claims/Prohibition of Assignment**

- 16.1. In the event of delivery under reservation of ownership, customers shall here and now assign to us their claims against third parties, inasmuch as these derive from the sale or processing of our goods, up until final settlement of our claims, by way of payment.
- 16.2. On request, customers are to provide us with the names of their own customers, and are to inform these parties in good time of the assignment. The assignment is to be entered in the company business records, in particular in the list of outstanding items, and is to be shown on delivery notes, invoices, etc.
- 16.3. If customers are in arrears with their payments towards us, then these sums are to be separated from the sales proceeds accruing to them, and customers shall only take possession of these on our behalf.
- 16.4. Any claims against insurers are to be assigned to us, immediately, within the limits of the Insurance Contract Act.
- 16.5. Claims against us may not be assigned without our express agreement.

**17. Retention**

Customers shall not be entitled, in the event of justified complaint and except in cases of reverse transaction, to exercise retention of the whole net amount of the invoice, but only of a reasonable part thereof.

**18. Applicable Law, Place of Jurisdiction**

- 18.1. German law shall apply.
- 18.2. The application of UN Convention on Contracts for the International Sale of Goods is expressly excluded.
- 18.3. The language of contract is German.
- 18.4. The contracting parties agree on German domestic jurisdiction. The court of material jurisdiction at the domicile of our company shall have exclusive jurisdiction in decision of any disputes arising from this contract.

**19. Data Protection, Change of Address, and Copyright**

- 19.1. Customers issue their agreement to any personal data also contained in the purchase contract to be stored and processed by us with the support of automated systems, in the fulfilment of this contract.
- 19.2. Customers are obliged to notify us of any changes in their business address, inasmuch as the legal transaction relating to the object of the contract has not been fulfilled by both parties. If this notification is not made, declarations shall continue to be deemed to have been delivered if sent to the last address given.
- 19.3. Plans, sketches, or other technical documents shall at all times remain our intellectual property, as shall samples, catalogues, brochures, illustrations, and the like; customers shall not acquire any rights of usufruct or exploitation to these whatsoever.

**20. Miscellaneous Provisions**

- 20.1. In the event of a provision of these General Terms and Conditions of Business being invalid, in whole or in part, or is rendered invalid due to provisions of the law, the remaining provisions of these General Terms and Conditions shall remain in effect unchanged. The parties undertake to replace the invalid provision by a valid provision of which the content most closely approximates the financial intention of the invalid provision.
- 20.2. Customers acknowledge, and issue their agreement, that changes to these present General Terms and Conditions of Business may be effected, and that the ongoing business relationship shall be based on these as from the month following the notification and shall come into effect accordingly, unless objection is raised against this within 4 weeks.