

General Terms of Sale

01 - General information

All sales, deliveries and offers are made exclusively on the basis of these Terms of Sale. By accepting an offer, placing an order or, if applicable, paying in advance, the purchaser fully agrees to our terms and conditions. Deviating terms and conditions issued by the purchaser shall not be binding for us in any case, even if no express objection is made by us. Differing conditions and deviations from our terms and conditions shall only be effective if confirmed in writing by our management. Verbal agreements are non-binding. Until a contrary agreement is concluded, these terms and conditions shall apply to all present and future business transactions, even if no specific reference is made to our terms and conditions in the case of orders within the framework of an existing business relationship.

02 - Quotes

Our quotes are subject to change and non-binding; the period of validity is as advertised in the quote or, if this is not stated, 30 days. Our operating, installation and maintenance instructions are part of all quotes and part of our catalogue documents. Drawings, dimensions, weights and other specifications are general descriptions or reference values and are only binding if this is expressly agreed. All information, especially technical data, is provided without guarantee. It is the customer's responsibility to carry out the final inspection of the suitability and application of the goods for the intended use.

03 - Orders

Orders shall only be deemed accepted when confirmed by us in writing; this order confirmation alone shall be decisive for our delivery obligations. If a delivery is made without prior confirmation, the contents of the invoice shall be equivalent to those of the order confirmation. Sample deliveries are automatically invoiced in each case after the agreed period of time for appraisal if the goods are not returned to our warehouse in good time.

04 - Prices and shipping costs

All prices are subject to change. They are exclusive of packaging and insurance, strictly net ex works according to delivery option and freight collect, subject to constant raw material, material, wage, freight and packaging costs. Unless otherwise stated in the offer, the General Packaging and Transport Charges apply to all shipments. These are available to view at hydraulik-haendler.de/General-packaging-and-transport-charges and form an integral part of these Terms of Sale.

The costs of incorrect freight, insofar as this is the fault of the purchaser, shall be borne by the purchaser. In the event of order cancellations or rescissions, any costs, expenses and work incurred up to that point shall be borne by the purchaser, unless otherwise stipulated. Should extra expenses arise, we reserve the right to charge these separately.

05 - Delivery, delivery time and partial deliveries, call orders, export shipments

We reserve the right to arrange the delivery time for each order. The delivery time shall commence upon receipt of all documents required by the purchaser and of all necessary approvals after all other delivery obstacles have been removed. If notification of readiness for dispatch is given in good time, the delivery time shall be deemed to have been met if dispatch is not possible through no fault of ours. An obligation to comply with agreed delivery times can only be assumed provided that the manufacturing process is undisturbed.

In the event of force majeure, operational disruptions, official measures, shortages of raw materials and supplies and other unforeseen circumstances affecting us or our suppliers, we shall be entitled to suspend our delivery obligations in whole or in part. The non-observance or late fulfilment of confirmed delivery times does not entitle the customer to claim damages or to cancel the order. The above impediments to delivery shall entitle us to withdraw from the contract without the customer being entitled to damages or other claims as a result. We have the right, but are not obliged, to make a subsequent delivery of the quantities of goods that were not delivered.

If the quantity, size, weight or nature of the goods requires it, we are entitled to make partial deliveries. This also applies if the goods or their components arrive to us at different times through no fault of our own. If the customer expressly requests a partial delivery, these shall be invoiced separately in accordance with the General Packaging and Transport Charges in the version valid at the time.

Call orders can be placed and stored by us in full order quantities. No requests for changes will be considered after the customer's order has been received. The agreed final date of the call period shall apply. Outstanding quantities shall be invoiced thereafter, but no later than after the expiry of one year and irrespective of the delivery status. The validity of the call orders depends on the availability of the goods and the supply situation.

For export deliveries to non-EU countries, the customs export declaration is always made by **Gerlach Zolldienste GmbH**, which is the company we have commissioned. The costs for this will be passed on to the customer. Any additionally required export certificates must be requested in advance according to their availability and requested upon receipt of the order. Depending on the type and scope of the documents, additional costs will be incurred. An overview of the available documents can be found at [hydraulik-haendler.de/Documents-and-certificates](https://www.hydraulik-haendler.de/Documents-and-certificates).

06 - Transfer of risk

The risk is transferred to the purchaser when the goods are handed over to a carrier or supplier at our factory premises. We have the right to choose the means and route of transport as well as the packaging. In the event of collection by the purchaser and default in acceptance by the purchaser, the risk shall pass to the purchaser upon notification of readiness for collection or upon provision of the goods at the agreed place of delivery.

07 - Complaints

The customer must inspect the goods for defects upon receipt. Irrespective of this, functionality must be ensured as soon as possible, but at the latest before delivery of their products. Complaints can only be considered if they are submitted to us in writing within one week after receipt of the goods. Hidden defects and complaints cannot be asserted after the expiry of the warranty period.

08 - Warranty obligation

Our obligation to provide a warranty is limited to the obligation to replace defective parts, insofar as this is possible, with defect-free parts free of charge. The defective parts shall become our property in the event that they are replaced. In all cases, they must be left with us for verification. If the replacement of defective parts is objectively uneconomical or involves unreasonably high expenditure in comparison to the value of the order, the purchaser has the right to a reduction in price. Apart from that, claims for damages of any kind due to transport damage, incorrect delivery, in particular also compensation for lost profit, as well as consequential damages and rights of reduction, rescission or withdrawal are excluded. The warranty period is 12 months from the date of delivery. In cases of extraordinary wear and tear (multi-shift operation, etc.), this period is reduced to 6 months. The liability for defects does not apply in the case of natural wear and tear, faulty operation, incorrect operating materials, modifications to the goods made by the purchaser or other defects in the goods for which we are not responsible. The warranty regulations of the supplier shall apply to the supplied goods. No compensation or warranty claim, whether for personal injury or property damage, shall be made for appli-

cations or properties of the individual products that are not expressly warranted in our catalogues, technical data sheets, operating, installation and maintenance instructions or confirmed in writing by our technical department through other statements. In these cases, no claim can be made against the supplier, even in terms of product liability. Special properties which a product is to fulfil and which are not stated as standard in our technical publications require written confirmation by the supplier.

09 - Retention of title

Ownership shall not pass to the purchaser until he has settled all his liabilities under the purchase contract relationship in question. The acceptance of bills of exchange and cheques shall only be valid on account of payment. Payment by cheque with simultaneous establishment of a financing relationship by bill of exchange shall not be deemed as settlement of the purchase price. If the delivered goods or parts thereof are installed in another object, the retention of title shall not expire; rather, co-ownership shall be deemed agreed in accordance with the value ratios of the new object. As a general rule, even if the purchaser has named a specific debt as repayable at the time of payment, the payment will be credited against the oldest debt.

The purchaser is entitled to process or sell the goods delivered under retention of title in the ordinary course of business. However, the purchaser may not pledge the goods or assign them by way of security. In the event of resale or further processing, the purchaser hereby assigns by way of security all claims from the resale with all ancillary rights against the third-party debtor and up to the amount of the invoice with the authority to collect the claim on a pro rata basis. Insofar as the purchaser collects the assigned claim themselves, this shall only be done in a fiduciary capacity. The proceeds collected on our behalf are to be transferred to us immediately. At our request, the purchaser shall be obliged to notify the secondary purchasers of the assignment and to provide us with the information and hand over the documents required to assert our rights against the secondary purchasers. The buyer must notify us immediately of any seizure or any impairment of our rights by third parties. In the event that the secondary purchaser does not pay cash immediately, the purchaser shall reserve the extended ownership for us.

The conditions relating to this retention of title must be confirmed separately by each customer.

10 - Terms of payment

Unless otherwise agreed, payments are to be made to us net free within 30 days. If the payment deadline of 30 days is not met, default shall occur without further reminder. In the event of default in payment, the amount owed shall accrue interest at a monthly rate of 6% above the Bundesbank discount rate, with a minimum of +6%. We reserve the right to insist on payment in advance where appropriate.

For payments from outside the EU, advance payment is always applicable and all bank transaction fees are to be paid in full by the customer (OUR instruction). The order will only be continued after receipt of the full invoice amount, where applicable. If the purchaser is from a non-EU country and chooses to pay via PayPal, the payment will be processed via the online payment service PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. The current PayPal terms of use apply here, and can be viewed via the following link: <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. All PayPal transaction fees must be paid by the customer. These will be listed separately on the invoice on request and vary depending on the country of the client. All payments from abroad must be settled in EUR. When using PayPal, a payment request must be made by us to the customer before the customer is allowed to make the payment.

Minimum order value:

If the net value of the goods after deduction of all discounts is less than €100.00 net, a flat-rate processing fee of €20.00 will be charged. Offsetting by the purchaser is excluded, as is a right of retention, unless the seller has acknowledged such claims in writing or such claims have been legally established.

11 - Return of goods

The decision of whether to take back goods that are in perfect condition, unused, uninstalled and in their original packaging shall be ours to make. As a rule, only standard components can be returned to stock. If goods that have already been delivered and invoiced are returned, we shall charge 25% of the net value of the goods as the cost of returning the goods to stock.

12 - Documents and certificates

Drawings, documents, drafts, catalogues, brochures and cost estimates remain our property. Unless we have given our consent, such documents may neither be reproduced nor made accessible to third parties. Documents sent with offers must be returned to us immediately if a contract is not concluded.

Certificates and attestations are only to be provided by us if this is expressly offered when the offer is made and then clearly requested with the order. In particular, we are not responsible for the provision of any documents necessary for placing the goods on the market outside Germany. An overview of all certificates and attestations together with prices and ordering criteria can be viewed at hydraulik-haendler.de/dokumente.

13 - Damage during transport

Damaged packaging (do not continue unpacking) must be reported to the supplier immediately upon delivery. Any damage must be reported to the post office within 24 hours after unpacking, to the carrier within 4 days and to the railway company within 1 week. If the damage is discovered later, an affidavit with witness signature must be submitted. The supplier does not automatically assume responsibility for the damage. Attention! All goods are shipped at the risk of the recipient.

14 - Place of fulfilment and court of jurisdiction

Place of performance for payments and deliveries is 53225 Bonn, Germany. The place of jurisdiction for all disagreements arising from a contract, as well as for disagreements about the liabilities of a contract, is Bonn, Germany.

15 - Miscellaneous

The purchase or delivery contract and these terms and conditions shall remain binding in their parts even if individual provisions are legally invalid.

Dated 01.01.2023

