

# Terms and Conditions (GTC) JÄGER Handling GmbH

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Managing Director: Rainer Jäger

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1. **Validity of the conditions**
    - 1.1 Our offers, sales and deliveries are made on the basis of these sales and delivery conditions. Customer's terms of purchase or other deviating agreements shall only be deemed accepted if they have been confirmed in writing by us as an addition to these terms of sale.
    - 1.2 References or counter-confirmations of the customer with reference to his conditions of purchase are hereby expressly contradicted.
    - 1.3 Our conditions of sale apply only to companies in the sense of §308 paragraph 1a, 1b and § 310 paragraph 1 BGB.
  2. **Offer and contract**
    - 2.1 Our offers are subject to change until their acceptance by the customer and may therefore be revoked by us at any time until receipt of the written declaration of acceptance or until delivery of the delivery item.
    - 2.2 Offers / orders of the customer become legally binding only by our written order confirmation or by our delivery of the delivery items. The customer is bound by their order / offer for 14 days. This period begins from the date of receipt of the order with us. During this 14-day period, we are entitled to refuse to conclude this contract. If no refusal is made on our part during this period or if the goods are delivered before this deadline, then the contract will also be concluded without our written order confirmation.
    - 2.3 The information contained in catalogues, brochures, circulars, advertisements, illustrations and price lists about weights, dimensions, capacities, prices, services and the like are not binding, unless they are expressly part of the contract. For exact compliance with DIN standards, drawings, weight and dimensions, plans, we are only obliged if this has been expressly agreed in writing. Otherwise, the contractual qualities of our products are based exclusively on our product description. Ideas expressed unilaterally by the buyer shall also be disregarded, as are advertising statements and other public statements made by our company or one of our suppliers.
  3. **Scope of deliveries**
    - 3.1 For the scope of deliveries, our information is in the order confirmation, as long as no order confirmation is available, the information in our offer shall prevail.
    - 3.2 The purchaser assumes full responsibility for the correctness of the documents to be supplied by him, such as drawings, gauges, samples and the like. All information on dimensions and the like require written confirmation.
    - 3.3 Samples will be provided for viewing upon request.
    - 3.4 The customer is liable for damage caused to our product, with the purchase price of the respective component.
    - 3.5 The seller reserves the right to make changes due to technical development.
  4. **Prices**
    - 4.1 The prices are ex works plus VAT valid in the Federal Republic of Germany. Additional costs for packaging, transport, insurance, customs etc. will be charged at cost. This also applies to agreed partial deliveries and urgent deliveries.
    - 4.2 The prices stated in our offer / order confirmation are based on the calculations existing at the time of the offer / order confirmation. If a material change in the price of raw materials - at least 10% - occurs after completion of the order, we shall be entitled to increase the agreed prices by the pro rata additional expenditure. Hereof the customer receives notice.
    - 4.3 The minimum order value is 150 EURO.
  5. **Delivery time, delay, impossibility, purchase on call, lump sum damages**
    - 5.1 The delivery time is the date specified in our order confirmation in writing. If the customer does not provide the documents to be provided by them in time, the delivery time shall be extended accordingly by this period of delay.
    - 5.2 The delivery time is met if the delivery item has left our factory by the time the delivery has expired or if we have provided the delivery items for delivery and have informed the customer about readiness for shipment.
    - 5.3 If the customer's delivery is damaged due to a delay due to gross negligence on the part of us, our executives or our vicarious agents, the customer shall receive a lump sum compensation to the exclusion of further claims including compensation for consequential damages for each full week of delay 0.5% in total but not more than 5% of the value of that part of the total delivery that was not delivered on time due to the delay. We reserve the right to proof of a small damage. For the rest, item 10 applies.
  6. **Force majeure / self-supply reservation**
    - 6.1 If we are prevented from fulfilling our obligation after conclusion of contract by the occurrence of unforeseeable, unusual circumstances, which we could not avert despite the reasonable care in the circumstances of the case, in particular operational disturbances, official sanctions and interventions, delays in the requests in the case of essential raw materials and energy supply difficulties, the delivery period shall be extended to an appropriate extent as far as these circumstances lead to delays. If delivery becomes impossible due to these circumstances, we are free from the delivery obligation.
      - 6.2 In the event of strike and lockout, the delivery period shall be extended to an appropriate extent, insofar as these events lead to delays. If the delivery becomes impossible, we are free from our delivery obligation.
      - 6.3 If we prove that, despite careful selection of our suppliers and despite the conclusion of the necessary contracts, we are not supplied on time by our subcontractors, the delivery period shall be extended by the period of the delay caused by the late delivery caused by the suppliers. In case of impossibility of supply by the suppliers, we are entitled to cancel the contract.
      - 6.4 If the impediment in the cases of paragraphs 6.1 to 6.3 lasts more than 2 months, both contracting parties are entitled to withdraw from the contract with regard to the parts not yet fulfilled.
  7. **Payment**
    - 7.1 As long as the customer is not in default with the payment from previous deliveries and as long as there is no material deterioration in the customer's financial circumstances that jeopardizes our claim to payment, the customer is entitled to pay within 30 Days from the date of invoice. Unless the purchaser has explicitly been promised a discount agreement for the delivery in question, a discount deduction by the buyer is not permitted. Unauthorized discounts are always requested.
    - 7.2 In the case of pending invoices of the buyer, payments shall apply to cover the oldest claim due.
    - 7.3 If the buyer is in default of payment, we shall be entitled to interest at the rate of the interest rate calculated by the commercial bank for open overdraft facilities, but at least calculated to the amount of 9% above the respective base interest rate of the Deutsche Bundesbank.
    - 7.4 If the customer is in default of payment from previous deliveries or if the customer's financial circumstances deteriorate significantly after conclusion of the contract, which jeopardizes our claim for consideration, the payment must be made step by step against delivery of the delivery items. The customer can avoid the delivery in instalments by providing sureties amounting to the purchase price.
    - 7.5 The customer is not entitled to offset any claims against us, as long as these claims have not been deemed to be undisputed or legally binding.
  8. **Retention of title**
    - 8.1 We reserve the title to the items delivered by us (subject to retention of title) until full payment of the price and all other future claims arising from the business relationship with the customer.
    - 8.2 Processing and handling of the reserved goods by the customer is free of charge for us, without us being obliged to do so; the new object will be our property. In the case of processing with other objects not belonging to the customer, we acquire co-ownership of the new object according to the ratio of the value of the reserved goods to the value of the other objects; in connection, mixing and combining with other objects, we acquire co-ownership in accordance with the statutory provisions. If the customer, by connecting, mixing or combining, obtains sole ownership, they hereby assign to us co-ownership according to the ratio of the value of the reserved goods to the value of the other objects at the time of connecting, mixing or combining. In the above cases, the customer has to store the owned or co-owned goods, which are also subject to reservation within the meaning of the following provisions, free of charge.
  - 8.3 The customer hereby assigns to us the claims arising from the resale of the reserved goods in the amount of the value of the reserved goods with all ancillary rights. We accept the assignment. The same applies if the reserved goods are incorporated as an integral part in the lot of a third party. If the reserved goods are in our (co-) ownership, the claims shall be assigned in the amount corresponding to the value of our share in the total value. The advance assignment also extends to any balance claim from current account. Regardless of the assignment and our right of collection, the buyer is entitled to collect as long as they fulfill their obligations to us and do not fall into financial collapse.
  - 8.4 As long as the customer fulfills their obligations to us, they are entitled to dispose of the reserved goods in the ordinary course of business and under retention of title, insofar as the claims under clause 8.3 are effectively transferred. Exceptional dispositions such as pledges, assignments of security and any seizure are prohibited. We are to be informed immediately of access by third parties to the reserved goods or assigned claims, in particular seizures. Regardless of the assignment and our right of collection, the customer is entitled to a collection as long as they fulfill their obligations to us and do not fall into financial collapse.
  - 8.5 If the customer delays more than one week with a payment owed to us or if they fall into financial collapse, in particular if they cease their payments, our claims become due immediately and any suspension of payment ends. In such cases, we are authorized to take possession of the reserved goods and to revoke the direct debit authorisation. The customer is obliged to surrender - with the exclusion of rights of repossession. The assertion of the retention of title as well as the seizure of the delivery items by us shall not be considered a withdrawal from the contract, unless expressly stated in writing by us. All costs of return and recovery shall be borne by the customer; we are entitled to private sale. Upon request, the customer must immediately provide us with a list of the claims assigned to us in accordance with clause 8.3 as well as all other information and documents required to assert our rights and notify the debtors of the assignment.
  - 8.6 We undertake to release collateral of our choice as far as the value of our collateral exceeds the sum of our claims from the business relationship by more than 10%.
  - 8.7 If the retention of title or assignment is not valid under the law of the country in which the goods are located, the security closest to the reservation of title or assignment in that country shall be deemed agreed. If the co-operation of the customer is required after this, they shall perform all legal acts necessary for the establishment and maintenance of such rights.
9. **Complaints and rights in case of defects**
  - 9.1 The customer is obliged to check our delivery items immediately after delivery for defects. In the context of this review, appropriate random checks must also be carried out.
  - 9.2 Complaints due to incomplete or incorrect deliveries or due to recognizable defects according to Section 9.1 shall be reported to us in writing without delay and the defective parts in question returned to us at our request. Hidden defects that cannot be identified by spot checks must be reported to us immediately after their discovery. In the event of late notification of complaints or defects, the delivery shall be deemed to be approved, excluding claims due to incomplete, incorrect or defective delivery.
  - 9.3 The obligation to inspect and to give notice of defects also extends to assembly instructions and the delivery of too large or too small quantities.
  - 9.4 If the delivery items are defective or lack assured characteristics or are damaged within the period of limitation in the case of claims for defects of 12 months (excluding wearing parts) counted from the delivery date, we shall - at our discretion - exclude further rights of the buyer in case of defects for replacements to be supplied or repaired.
  - 9.5 If we allow a reasonable period of grace to expire, without replacement or having remedied the defect, or fail to remedy the defect, the customer has the right to withdraw from the contract or reduction.
  - 9.6 Expenses for the delivery of a defect-free item shall be borne by us in full. The expenses of a defect-free item insofar as the delivery of the defect-free item takes place at the place of business of the customer as agreed in the invoice contract. Costs incurred as a result of the delivery items being moved to another location shall be borne by the buyer.
  - 9.7 There are no claims for defects of the customer:
    - for damage caused by improper handling or overuse by the customer or his customers;
    - if legal requirements or installation and treatment regulations issued by us are not followed by the customer or his customers, unless the defect is not due to this non-observance; - if the delivery item was created on the basis of the customer's specifications, in particular according to the drawings provided by him, and the defect of the delivery item is due to these specifications / drawings. - When solving a design task specified by the customer, which at the time of their realisation corresponded to the then prior state of the art.
  - 9.8 If the customer has claimed us for rights in the case of defects and if it turns out that either there is no defect or the defect claimed is based on a circumstance which does not oblige us to provide warranty, the customer has to pay us to replace all costs incurred as a result.
10. **Other liability**

The liability of the seller is exclusively based on the agreements made in the preceding paragraphs. All rights not expressly granted there, e.g. on delivery of a defect-free item, withdrawal from the contract or reduction as well as compensation for damages of any kind, including those damages that are not incurred in the subject of delivery itself, and for whatever legal reason, are excluded.

This disclaimer of liability does not apply in the case of intent or gross negligence on the part of legal representatives or vicarious agents and in the event of culpable violation of essential contractual obligations (cardinal obligations). The disclaimer also does not apply to defects in properties that are expressly warranted, if the purpose of the pledge was to protect the buyer against damages that did not occur in the delivery item itself, and if the damage is due to a circumstance for which we have a warranty. The same applies if a procurement risk is realised which we have expressly assumed. Finally, the exclusion of liability does not apply in those cases in which, under the respective applicable state law, there is a liability for damages which cannot be contractually excluded, in particular for product liability. The disclaimer does not apply to damage to life, limb and health. Except for damage to life, limb and health and for intent and gross negligence of legal representatives and vicarious agents, the scope of the damage is to be compensated but limited to typical, predictable damage.
11. **Infringement of copyrights and industrial property rights of third parties**

It is the customer's responsibility to check whether the documents provided by the customer violate any rights of third parties, in particular copyrights, industrial property rights (design patents, patents, utility models, trademarks). If claims are made against us by third parties for the use, recovery or duplication of the documents and templates provided by the customer for infringement of copyrights and / or industrial property rights or due to the violation of the Unfair Competition Act, the customer has to defend us to support these violations and to reimburse us for all damages (including legal fees and litigation costs) incurred by us.
12. **Transfer of Risk**
  - 12.1 If the goods are sent to the customer at their request, the risk of accidental loss and accidental deterioration of the delivery item shall pass to the customer upon transfer of the delivery item to the forwarding agent, carrier or shipping officer. This also applies if the shipment is not made from the place of fulfillment and / or if we bear the freight costs.
  - 12.2 If the goods are ready for despatch and the shipment is delayed for reasons for which the customer is responsible, the risk shall pass to the customer upon receipt of the notification of readiness for shipment.
13. **Place of fulfillment, applicable law, place of jurisdiction, written form and partial nullity**
  - 13.1 Place of fulfillment for payment and delivery is 74429 Sulzbach-Laufen.
  - 13.2 The law of the Federal Republic of Germany shall apply to these terms of sale and delivery as well as the legal relationship between us and the buyer resulting from this contract.
  - 13.3 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Schwäbisch Hall. If we act as plaintiff, we are, however, entitled - but not obligated - to call the court responsible for the place of business of the customer.
  - 13.4 Side agreements, reservations, changes and additions require our written confirmation to be valid.
  - 13.5 If any provision of these Terms of Sale and Delivery or any provision of any other agreement relating to the Supply Agreement is or becomes ineffective, this shall not affect the validity of any other terms or conditions.