

General Terms and Conditions of Sale and Delivery

Last updated 04/2025

1. Scope; general provisions

1.1. All our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery. These are an integral part of all the contracts that we conclude with our customers for the deliveries or services we offer.

1.2. We hereby reject and do not recognise any conflicting or deviating general terms and conditions of the customer unless we have expressly agreed to their validity in writing.

1.3. These General Terms and Conditions of Sale and Delivery shall also apply to ongoing business relationships for future transactions where no express reference is made to them, provided that they have been received by the customer with an order that we have previously confirmed, including if we perform the delivery or service for the customer without reservation in the knowledge of deviating or conflicting conditions.

1.4. These General Terms and Conditions of Sale and Delivery only apply to entrepreneurs, legal entities under public law and special funds under public law.

2. Offer and conclusion of contract

2.1. Our offers are subject to change and are not binding unless they are expressly stated as binding or contain a specific acceptance period.

2.2. The data (specifications) listed in the offer and the documents that are associated with the offer, such as brochures, illustrations, drawings, plans, calculation tables and dimension and weight specifications, are only approximate average values and only approximately definitive unless the ability to use the delivery or service for the contractually intended purpose requires exact conformity or unless they are expressly stated as binding. They are not guaranteed quality characteristics, but descriptions or identifying features for the delivery or service and only constitute a specification of properties if we have expressly declared the characteristics to be a "property" of the products; otherwise, they are non-binding general descriptions of performance. Deviations that are customary in the trade and deviations that are the result of legal regulations or constitute technical improvements, as well as the replacement of components with equivalent parts, are allowed insofar as they do not impair the ability to use the delivery or service for the purpose specified in the contract.

2.3. In the absence of special agreement, a contract shall only be concluded on our written order confirmation (including by email) or on delivery of the goods. Our written order confirmation conclusively defines all the agreements regarding the content of the contract and such agreements are binding unless the customer promptly objects in writing. Ancillary agreements and amendments to the agreements that have been made, including to these General Terms and Conditions of Sale and Delivery, must be made in writing to be effective.

3. Call-off orders

3.1. If call-off orders have been placed, the acceptance period shall be 12 months from the date of the seller's order confirmation unless otherwise agreed in writing.

3.2. If products have not been called off by the end of the acceptance period, the corresponding remaining stocks can be delivered.

3.3. For call-off orders that do not contain any statement regarding acceptance periods, production lot sizes or acceptance dates, DRACHE may demand a binding specification of such details from the customer no later than three months after the seller's order confirmation or may carry out the delivery scheduling itself.

4. Prices; terms of payment

4.1. The prices apply to the services and deliveries stated in the order confirmations. Additional or special services shall be charged separately. The prices are in EURO ex works plus packaging, statutory VAT, customs duties (for export deliveries), as well as fees and other public charges, unless otherwise agreed in writing.

4.2. If the agreed prices are based on our list prices and delivery is to take place more than four months after conclusion of contract, the list prices valid at the time of delivery shall apply (in each case, less an agreed percentage discount or fixed discount).

4.3. Invoice amounts must be paid within thirty days without any deduction unless otherwise agreed in writing. The date that we receive payment shall be the date of payment. Cheques shall only be treated as payment after they have been honoured. We reserve the right to refuse cheques or bills of exchange. Cheques and rediscountable bills of exchange shall only be accepted on account of performance; all associated costs shall be borne by the customer.

4.4. The customer shall only be entitled to offset or withhold payments on the basis of such claims if its counterclaims are undisputed or have been established by final judgement. Furthermore, it shall only have the power to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

4.5. We shall be entitled to execute or perform outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances that are likely to reduce the creditworthiness of the customer significantly and that put at risk the payment of our outstanding claims by the customer under the applicable contractual relationship (including under other individual orders to which the same framework agreement applies).

5. Minimum order value

5.1. The value of an order is EUR 500 (five hundred euro). For lower order values, we shall charge a minimum volume surcharge of EUR 100 (one hundred euro).

6. Delivery and acceptance obligation; default of acceptance

6.1. The delivery times (delivery dates or periods) stated by us are not binding unless fixed delivery times are expressly agreed as binding in the written order confirmation. In the case of non-binding or approximate (approx., rough, etc.) delivery times, we endeavour to comply with such times to the best of our ability. Delivery periods shall commence on the date of our order confirmation. Compliance with binding delivery times by us is subject to the timely clarification of all commercial and technical issues between the parties and the timely fulfilment of all the customer's obligations (e.g. provision of any necessary certificates, approvals or the payment of an agreed advance payment, etc.). If this is not the case, the delivery time shall be extended accordingly. This shall not apply if we are responsible for the delay. If the customer has requested changes after the order has been placed, a new delivery period shall commence on confirmation of the change by us. The delivery time shall be deemed to have been complied with if the item for delivery has left our works or notice that the item is ready for dispatch has been given by the time the period has expired or the date has been reached. If acceptance is to take place on a date confirmed in writing, the acceptance date shall be the relevant date – except in the case of justified refusal of acceptance – or alternatively the date of notice that the item is ready for acceptance.

6.2. Compliance with the delivery time is subject to correct and timely delivery from our suppliers.

6.3. Delivery times shall be extended by the period by which the customer fails to fulfil its obligations to us, without prejudice to our rights arising from the customer's default. If dispatch or acceptance of the item for delivery is delayed for reasons for which the customer is responsible, the customer shall be charged the costs incurred, starting one month after notice that the item is ready for dispatch or acceptance.

6.4. We shall not be liable for impossibility of delivery/performance or for delays in delivery to the extent that they are caused by force majeure or other events unforeseeable at the time of conclusion of the contract for which we are not responsible (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, pandemics, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time). If the above such events make delivery or performance significantly more difficult or impossible for us and any impediment is not just of a temporary nature, we shall be entitled to withdraw from the contract in whole or in part. In the event of impediments of a temporary nature, the delivery or performance times shall be extended by the period of the impediments plus a reasonable lead time. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by providing us with an immediate written declaration to this effect.

6.5. If we are in default of delivery for reasons for which we are responsible and if the customer suffers loss as a result, the customer shall be entitled to demand fixed compensation for the default, to the exclusion of any further claims. Such compensation shall be 3% (three per cent) of the delivery value for each completed week of default, up to a maximum of 10% (ten per cent) of the delivery value. Further claims arising from default in delivery shall be determined exclusively in accordance with section 11.

If the customer grants us a reasonable deadline for performance in the event of default – taking into account the statutory exceptions – and if the deadline is not met, the

customer shall be entitled to withdraw from the contract as per the statutory provisions. At our request, it shall undertake to declare, within a reasonable period of time, whether it is exercising its right of withdrawal. The customer may withdraw from the contract without setting a deadline if entire performance is conclusively made impossible for us before the transfer of risk. The customer may also withdraw from the contract if, after the order has been placed, it becomes impossible to fulfil part of the delivery and the customer has a justified interest in refusing the partial delivery. If this is not the case, the customer shall pay the contractual price attributable to the partial delivery that is made. This shall also apply in the event that we are unable to perform. Otherwise, section 11 applies. If performance becomes impossible or we become unable to perform during default in acceptance or if the customer is solely or predominantly responsible, it shall remain under obligation to provide consideration.

6.6. The limitation of liability in accordance with section 6.5 shall not apply if a commercial transaction for delivery by a fixed date has been agreed; this shall also apply if the customer is able assert that immediate assertion of the claim for compensation for the loss, in lieu of performance, may be considered because of the default for which we are responsible.

6.7. Unless otherwise agreed, we shall be entitled to make partial deliveries and perform partial services provided that the partial delivery or partial service may be used by the customer for the contractual purpose, the delivery of the remaining goods that have been ordered is ensured and the customer does not incur any significant additional work or additional costs as a result.

6.8. We reserve the right to make customary or technically unavoidable deviations and/or changes to physical and chemical parameters, including colours, formulations, processes and the use of raw materials, provided this is not unreasonable for the customer. We shall otherwise be entitled to make deviations from the drawings and descriptions enclosed with our offers and order confirmations, which are caused by manufacturing considerations or by improvements, experience or advances in technology, without the approval of the customer provided that we do not charge any additional costs as a result.

6.9. Excess or short deliveries of up to 10% (ten per cent) are allowed. In the event of a short delivery, the customer – who has given us due notice of the short delivery in accordance with Section 377 of the German Commercial Code (HGB) and within the period specified in section 10.1 – shall only owe the delivery price that corresponds to the quantity actually delivered. The cost for excess deliveries of up to 10% (ten per cent) shall be owed if the customer has not properly given notice in accordance with Section 377 HGB (German Commercial Code) and within the period specified in section 10.1. In such case, the customer shall also owe the proportionately increased price that is attributable to the excess delivery. Excess or short deliveries shall not entitle the customer to refuse acceptance or to withdraw from the contract.

6.10. Provided there are no statutory or contractual grounds for withdrawal or rescission, the buyer shall only be entitled to cancel orders or return goods with the express prior written consent of the supplier. However, the supplier shall not be obliged to give its consent. If the supplier agrees to the cancellation or return, the supplier shall be entitled to charge the buyer for the reasonable additional costs incurred as a result of such cancellation or return.

7. Packaging, shipping and transfer of risk

7.1. Unless otherwise agreed, we shall select the packaging, method of shipping and shipping route. In all other respects, shipping and transport shall be at the customer's risk.

7.2. The risk shall pass to the customer at the latest when the item for delivery is handed over (for which the start of the loading process shall be the relevant time) to the forwarding agent, carrier or other third party appointed to carry out the shipment. This shall also apply if partial deliveries are made or if we have taken on other services (e.g. shipping). If shipping or handover is delayed as the result of a circumstance caused by the customer, the risk shall pass to the customer from the date on which the item for delivery is ready for dispatch and we have notified the customer that it is ready for dispatch.

7.3. If dispatch or acceptance is delayed or does not occur as a result of circumstances for which we are not responsible, the risk shall pass to the customer from the date of notice that the item for delivery is ready for dispatch or acceptance.

7.4. At the customer's written request, the goods shall be insured at its expense against risks to be specified by the customer.

8. Installation and commissioning

8.1. If it is agreed that DRACHE shall install and commission the item for delivery, the customer shall ensure, at its own expense, that:

8.1.1. all preconditions are met in good time to make swift installation and commissioning by DRACHE possible. Depending on the circumstances, this includes, in particular, providing skilled and unskilled labour, equipment, power, work and operating materials, and the parts to be set up and put into operation at the place of use;

8.1.2. suitable rooms are made available at the installation site for storing items and to accommodate personnel;

8.1.3. the measures necessary to protect people and property at the installation site have been taken and the installation manager has been informed of the safety rules in place at the customer's premises and to be observed by the personnel.

8.2. If the customer is unable to carry out specific preparatory works and services or to provide the necessary equipment, etc., DRACHE may – as far as possible – perform such works or provide such services and charge the customer for any costs incurred.

8.3. For installations abroad, all border entry, labour and other necessary permits shall be obtained by the customer at the customer's expense.

9. Retention of title

9.1. We shall reserve title to all equipment and goods that we have supplied (hereinafter also referred to as "reserved goods") until all our claims arising from the business relationship with the customer have been settled, including future claims arising from contracts concluded at a later date. This also applies to a balance in our favour if single claims or all of our claims are included in a current account and the balance is drawn down.

9.2. Processing or reworking of the reserved goods by the customer shall always be performed on our behalf. If the purchased item is processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the purchased item (final invoice

amount, including VAT) to the other processed items at the time of processing. This shall also apply in the same way to the item created by processing as to the reserved goods delivered.

9.3. If the reserved goods are inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us pro rata. The customer shall hold the resulting sole ownership or co-ownership for us.

9.4. The customer shall be entitled to resell the reserved goods in the ordinary course of business. If the reserved goods are not paid for immediately by the third party on resale, the customer undertakes to resell them only subject to retention of title. The customer shall not be entitled to dispose of the reserved goods in any other way, in particular by pledging them or assigning them as security. Furthermore, the customer shall only be allowed to resell the reserved goods if it is not in default of payment. The customer hereby assigns to us by way of security its claim from the resale against its buyer with all ancillary rights, irrespective of whether the reserved goods have been resold without or after processing. We hereby accept the assignment. The assignment shall apply including any balance claims. However, the assignment shall only apply to the amount that corresponds to the price of the reserved goods that is invoiced by us. The part of the claim assigned to us must be satisfied with priority.

9.5. If the customer combines the reserved goods with real property, it hereby assigns to us – without the need for further special declarations – its claim to which it is entitled as remuneration for the combination in the amount that corresponds to the price of the reserved goods that is invoiced by us.

9.6. Until revoked, the customer shall have the power to collect the claims assigned to us in accordance with this section 9 (retention of title). The customer shall immediately forward to us any payments made on the assigned claims up to the amount of the secured claim. If we have legitimate interests, in particular in the event of default of payment, suspension of payment, the opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the customer, we shall be entitled to revoke the customer's power to collect. After prior warning and subject to a reasonable period of notice, we may also disclose the assignment by way of security, realise the assigned claims and demand that the customer disclose the assignment by way of security to its buyers.

9.7. If a legitimate interest is substantiated, the customer must provide us with the information required to assert our rights against the buyers and must hand over the necessary documents.

9.8. The customer must inform us immediately of seizure, confiscation or other dispositions or interference by third parties. If the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss we incur. The resale of the reserved goods is only allowed in the ordinary course of business and only subject to the condition that payment of the consideration for the reserved goods is made to the customer. The customer must also agree with its buyer that the buyer shall only acquire title once payment has been made in full.

9.9. If the realisable value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 10% (ten per cent), we shall release a corresponding part of the security interests, at the customer's request. It shall be assumed that the requirements of the preceding sentence are met if the estimated value of the security to which we are entitled reaches or exceeds 150% (one hundred and fifty per cent) of the value of the secured claims. We shall be entitled to choose between different security interests to be released.

9.10. In the event of breaches of obligation by the customer, in particular default in payment, we shall be entitled – even without setting a deadline – to demand return of the reserved goods and/or, if necessary after setting a deadline, to withdraw from the contract; the customer shall be obliged to return the goods. The demand for return of the reserved goods shall not constitute a declaration of withdrawal by us, unless withdrawal is expressly declared.

9.11. The customer must store the reserved goods with due care on our behalf, maintain and repair them at its own expense and insure them adequately at its own expense at replacement value against theft, breakage, fire and water damage. It hereby assigns to us in advance its claims under the insurance contracts against the insurer that arise from a claim relating to the reserved goods equal to the value of the reserved goods; we hereby accept such assignments. The customer shall provide us with proof of adequate insurance cover without being requested to do so. If the customer has demonstrably not insured the reserved goods sufficiently, we shall be entitled, but not obliged, to insure the reserved goods against theft, breakage, fire and water damage at the customer's expense.

10. Warranty (liability for defects and material defects)

10.1. The delivered items must be carefully inspected immediately after delivery to the customer or to a third party specified by the customer. They shall be deemed approved if we have not received a written notice of defect for obvious defects or other defects that were recognisable from an immediate, careful inspection within seven working days of delivery of the delivery item or otherwise within seven working days of discovery of the defect or any earlier point in time at which the defect was recognisable to the customer during normal use of the delivery item without closer inspection.

10.2. In the event of a justified notice of defect within the specified period, we shall remedy the defects by subsequent performance at our discretion either by remedying the defect or by delivering a defect-free item. The customer must give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary, after being informed in writing, otherwise we shall be released from liability for the resulting consequences. Only in urgent cases where operational safety is put at risk or to prevent disproportionately great loss (in which case, we must be notified immediately) shall the customer have the right to remedy the defect itself or have it remedied by third parties and demand reimbursement of the necessary expenses from us. Of the costs arising from the subsequent improvement or replacement delivery, insofar as the complaint proves to be justified, we shall bear the costs of the replacement part, including shipping (with the exception of fast, express and international shipping), as well as the reasonable costs of removal and installation. Furthermore, if this can be reasonably demanded in the individual case, we shall bear the costs of any necessary provision of our fitters and assistants.

10.3. We shall be entitled to refuse subsequent performance in accordance with the statutory provisions. Subsequent performance may also be refused if the customer has not sent us the goods that are subject to complaint at our request. The customer may demand withdrawal from the contract or reduction of consideration under the statutory provisions, but at the earliest after the unsuccessful expiry of two reasonable deadlines set by the customer for subsequent performance, unless setting a deadline for subsequent performance is not necessary under the statutory provisions. In the event of withdrawal, the customer shall be liable for deterioration, loss and unused benefits in the event of intent and any negligence.

10.4. Any claims for damages and reimbursement of expenses by the customer shall be governed by the provisions under section 11.

10.5. Unauthorised reworking and improper handling by the customer or a third party shall exclude any liability on our part for the resulting consequences. This also applies to changes to the item for delivery that are made by the customer or third parties without our prior consent.

10.6. No liability is accepted for wear parts, unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent handling – in particular excessive use – improper maintenance, unsuitable operating materials, replacing materials, defective construction work and unsuitable ground. If the customer or a third party carries out repairs incorrectly or modifies the item for delivery without our consent, liability is also excluded.

10.7. Recourse claims in accordance with Sections 478 and 479 of the German Civil Code (BGB) only arise if the claim by the consumer was justified and only to the extent per provided by law; they do not apply to commitments not agreed with us, and require that the party entitled to recourse observes its own obligations, in particular the obligation to give notice of defects.

10.8. The agreement of a guarantee must be made in writing. A declaration of guarantee is only valid if it adequately describes the content of the guarantee, as well as the duration and geographical extent of the cover provided.

11. General limitations of liability and limitation periods

11.1. We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages or reimbursement of expenses (hereinafter referred to as claims for damages) based on intent or gross negligence – including intent or gross negligence of our representatives or vicarious agents. We shall also be liable in accordance with the statutory provisions if we have culpably breached a material contractual obligation and in cases of injury to life, limb or health, and insofar as we have assumed guarantees.

11.2. The damages for breach of a material contractual obligation shall be limited to the foreseeable loss that typically occurs, except in cases of intent or gross negligence and except in cases of liability for injury to life, limb or health or under guarantees assumed, or in cases of mandatory liability under the German Product Liability Act (ProdhaftG). For minor negligence, we shall only be liable for loss caused by default in accordance with section 6.4.

11.3. Otherwise, liability for damages is excluded, regardless of the legal nature of the asserted claim. In this respect, we shall not be liable in particular for loss or damage that has not occurred to the item for delivery itself, such as lost profit and other financial losses suffered by the customer. The above limitations of liability shall equally

apply to claims for reimbursement of expenses by the customer. However, in deviation from section 11.2, such claims of the customer shall be limited to the value of the interest that the customer has in the performance of the contract.

11.4. The mandatory provisions of the German Product Liability Act (ProdhaftG) shall remain unaffected.

11.5. The limitation period for claims and rights due to defects in deliveries/services – regardless of the legal basis – is one year. However, this does not apply in the cases under Section 438(1) No. 1 of the German Civil Code (BGB) (defects of title in immovable property), Section 438(1) No. 2 BGB (buildings, items used for buildings), Section 478(1) BGB (recourse by the trader) or Section 634a(1) No. 2 BGB (buildings or work the result of which consists of the rendering of planning or monitoring services for this purpose); these cases are subject to a limitation period of three years. The above limitation periods shall also apply to all claims for damages against us in connection with the defect – irrespective of the legal basis of the claim. However, the limitation periods shall apply subject to the following:

- The limitation periods shall generally not apply in case of intent or fraudulent concealment of a defect or if we have assumed a guarantee for the quality of the item for delivery.

- The limitation periods also shall not apply to claims for damages in the event of a grossly negligent breach of obligation, in the event of a culpable breach of material contractual obligations (not the delivery of a defective item or the provision of a defective work), in the event of culpably caused injury to life, limb or health or in the event of claims under the German Product Liability Act (ProdhaftG). The limitation periods for claims for damages shall also apply to the reimbursement of futile expenses.

The limitation period for all claims shall commence on delivery; for work performance, on acceptance.

11.6. Unless expressly stipulated otherwise, the statutory provisions regarding commencement of the limitation period, suspension of expiry, suspension and recommencement of periods shall remain unaffected. The above provisions shall apply mutatis mutandis to claims for damages that are not related to a defect; section 11.5 sentence 1 shall apply to the limitation period. The above provisions do not entail a change in the burden of proof to the detriment of the customer.

12. Industrial property rights and defects of title

12.1. If we have to deliver in accordance with drawings, models and samples or using parts provided by the customer, the customer shall be responsible for ensuring that the industrial property rights of third parties in the country of destination of the goods are not infringed as a result. The customer shall inform us of any rights known to the customer. The customer must indemnify us against third-party claims and must pay compensation for the loss incurred. If a third party prohibits the manufacture or delivery by invoking a property right that it holds, we shall be entitled – without examining the legal position – to cease work until the legal position has been clarified by the customer and the third party. If it is no longer reasonable for us to continue the order because of the delay, we shall be entitled to withdraw from the contract.

12.2. Drawings and samples provided to us that have not led to an order shall be returned on request; otherwise, we shall be entitled to destroy them three months after the offer has been submitted. This obligation applies accordingly to the customer. The customer must not make such drawings and samples available to third parties unless

we have given our express written consent. The party authorised to destroy such documents must inform the party to the contract of its intention to destroy such documents well in advance.

12.3. We shall be entitled to the copyrights and any industrial property rights, in particular all the rights of use and exploitation rights to the models, moulds and devices, drafts and drawings designed by us or by third parties on our behalf.

12.4. When the item for purchase is handed over to the purchaser, all rights of use to the purchase item (also: digital content in connection with the purchase item, including but not limited to renderings, photos and videos) shall transfer to the purchaser. Such rights include the right to reproduce, distribute, make available to the public, process and transform the content for all known and unknown types of use. The purchaser shall be entitled to exercise such rights without restriction and without further consent of the seller and to transfer them to third parties provided that this does not breach mandatory statutory provisions. The seller guarantees that it has the necessary rights to transfer the above rights of use and that no third-party rights conflict with such transfer.

12.5. We reserve the right of ownership and copyright to all documents that we provide. They must not be made accessible to third parties or used for advertising purposes and must be returned on request.

12.6. If there are other defects of title, sections 10 to 11 shall apply accordingly.

13. Moulds (tools)

13.1. The price for moulds also includes the costs for single sampling, but not the costs for any testing and processing equipment or for changes requested by the customer. Costs for further sampling for which the customer is responsible shall be borne by the customer.

13.2. Unless otherwise agreed, we are and remain the owner of the moulds manufactured for the customer by us or by a third party commissioned by us. Moulds are used exclusively for the customer's orders insofar as this is contractually agreed and as long as the customer meets its obligations of payment and acceptance. We shall only be obliged to replace such moulds free of charge if they are required to fulfil an output quantity guaranteed to the customer. Our obligation to store them shall expire two years after the last delivery of parts from the mould, but only after timely prior notification to the customer.

13.3. If, under agreement, the customer is to become the owner of the moulds, title shall transfer to the customer after payment in full of the purchase price. Handover of the moulds to the customer is replaced by storage for the customer. Irrespective of the customer's statutory right of return and of the service life of the moulds, we shall be entitled to exclusive possession of the moulds for the agreed term of the contract. We must label the moulds as third-party property and insure them at the customer's request and expense.

13.4. For the customer's moulds in accordance with section 13.3 and/or moulds provided by the customer on loan, our liability for storage and care shall be limited to the same care as in our own affairs. The customer shall bear the costs of the maintenance and insurance. Our obligations shall cease if the customer does not collect the moulds within a reasonable period of time after completion of the order and a corresponding request. While the customer has not fulfilled its contractual obligations in full, we shall in any case have a right of retention to the moulds.

14. Materials provided by the customer

14.1. If materials are supplied by the customer, they must be delivered on time and in perfect condition at the customer's expense and risk with an appropriate quantity surcharge of at least 5% (five per cent) .

14.2. If these conditions are not met, the delivery period shall be extended accordingly; except in cases of force majeure, the customer shall also bear the additional costs incurred for interruptions to production. We reserve the right to assert further claims.

15. Place of performance and place of jurisdiction

15.1. The place of performance for all obligations under the contractual relationship is Diez/Lahn, Germany, unless otherwise agreed.

15.2. The exclusive place of jurisdiction for all disputes is Diez/Lahn, Germany. We shall be entitled to take action against the customer at its statutory place of jurisdiction.

15.3. All the legal relationships between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between parties in Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.4. The language of contract is German.

15.5. If any clause in these Terms and Conditions of Sale and Delivery is or becomes invalid, this shall not affect the validity of the remaining clauses or the underlying contract. The parties undertake to replace an invalid provision with a valid provision.