

General Terms and Conditions of Sale, Delivery, and Payment of RB-Messwerkzeuge GmbH

Section 1 – Scope of Validity

Our offers, deliveries, and services are provided exclusively based on these general terms and Conditions. These terms and conditions also apply to all future relationships, even if they are not explicitly agreed upon again. These terms and conditions shall be deemed accepted at the latest upon receipt of the goods or services. We hereby reject any counter-confirmations by the customer referring to their general terms and conditions of purchase.

Our terms and conditions apply only to contracts with businesses as defined by Section 310 (1) of the German Civil Code (BGB).

Section 2 – Offers

- (1) Our offers are non-binding, unless otherwise explicitly agreed upon.
- (2) If the customer's order is considered an offer, we may accept it within two weeks in text form.
- (3) Drawings, illustrations, dimensions, weights, and other performance data are only binding if explicitly agreed upon in writing.

Section 3 – Prices

- (1) All prices are stated in euros, exclusive of the statutory value-added tax (VAT). Price quotations in price lists or catalogs are non-binding.
- (2) Unless otherwise specified in the order confirmation, the purchase price is due net within 30 days from the invoice data. A 2% discount applies if payment is made within 10 days.
- (3) The customer shall only be entitled to set-off rights if their counterclaims have been legally established, are undisputed, or arise from the same contractual relationship. This shall apply in the same way to the exercise of any right of retention.

Section 4 – Delivery Time and Passing of Risk

- (1) Delivery dates or deadlines require written confirmation. Compliance with our delivery obligations presupposes the timely and proper fulfillment of the customer's obligation.
- (2) If the customer delays or refuses acceptance, our written declaration of delivery readiness is sufficient to establish default of acceptance.
- (3) Upon default of acceptance, the risk of accidental loss or deterioration of the goods transfers to the customer. Otherwise, the risk passes to the customer upon dispatch of the goods, even in the case of partial deliveries or if we have assumed additional services such as shipping costs.
- (4) Partial deliveries by us are permitted and free of shipping for the customer, unless the partial delivery is made at the explicit request of the customer.

Section 5 – Delivery and Packaging Costs

- (1) Unless otherwise agreed, delivery is ex-works, excluding packaging. Packaging is invoiced separately.
- (2) Transport and all other packaging materials are non-returnable, except for pallets. The customer is responsible for disposing of packaging materials at their own expense.

Section 6 – Warranty for Defects

- (1) The customer's warranty claims require that they have properly fulfilled their inspection and notification obligations in accordance with Section 377 of the German Commercial Code (HGB).
- (2) If a defect exists, we may, at our discretion, remedy the defect or deliver a new, defect-free product.
- (3) If the remedy fails, the customer may withdraw from the contract or demand a reduction in price.
- (4) We are liable in accordance with statutory provisions for damages based on intent or gross negligence. We are also liable for damages due to negligent breach of essential contractual obligations. Essential obligations are those that enable contract execution and upon which the customer may rely. In such cases, liability is limited to foreseeable, typical damages.
- (5) Liability for injury to life, body, or health remains unaffected, as does liability under the German Product Liability Act.
- (6) Unless otherwise stated, liability is excluded.
- (7) The limitation period for warranty claims is 12 months from the transfer of risk.
- (8) The limitation period for supplier recourse under Sections 478 and 479 of the German Civil Code (BGB) remains unaffected.

Section 7 – Retention of Title

- (1) We retain ownership of the goods until all claims (including balance claims from current accounts) against the customer, present or future, are settled. In case of breach of contract by the customer, particularly in case of default in payment, we are entitled to reclaim the goods.
- (2) If third parties seize the goods, the customer must notify us immediately in writing.
- (3) The customer may resell the reserved goods in the ordinary course of business. However, they assign to us all claims arising from such resale, in the amount of the final invoice value (including VAT), regardless of whether the goods are resold as-is or after processing. The customer remains authorized to collect the assigned claims. Our right to collect remains unaffected, but we will refrain from collection as long as the customer meets their payment obligations, is not in default, and no insolvency proceedings have been filed. Otherwise, the customer must provide us with details of the assigned claims and debtors, supply all necessary information, hand over relevant documents, and notify third-party debtors of the assignment.
- (4) We agree to release securities upon the customer's request, provided the realizable value of our securities exceeds the secured claims by more than 10%. We reserve the right to select the securities to be released.

Section 8 – Final Provisions

- (1) If the customer is a merchant, our registered office is the place of jurisdiction. However, we may also sue the customer at their place of business.
- (2) The legal relationship with our customers is governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (3) The place of performance is our registered office.