

General Terms and Conditions

(As of May 2026)

1. General and scope

1.1 These Terms and Conditions, hereinafter referred to as "Terms and Conditions", are binding between SFS Group Germany GmbH as a Seller or entrepreneur, hereinafter referred to as "Seller", and its customers, hereinafter referred to as "Purchaser" or "Buyer". They apply exclusively to products of the GESIPA® brand.

1.2 The following terms and conditions apply exclusively to companies, legal persons under public law or special funds under public law within the meaning of §310 para. 1 BGB (German Civil Code).

1.3 All deliveries, services and offers made by the Seller shall be made exclusively on the basis of these Terms and Conditions. Other conditions apply only if these are accepted by the Seller in writing. This shall also apply in the event that the Buyer confirms an offer from the Seller with reference to his terms and conditions of business or purchase.

2. Prices and quantities

2.1 The agreed prices apply. All prices are stated in EUR and do not include packaging, freight, postage, customs duties and value insurance. The prices are net and exclusive of VAT, if applicable. The customer is obliged to pay the value added tax applicable by law.

2.1.1 Price lists: Price lists are non-binding and subject to change for future contracts. Price adjustments, but not limited to changes in market conditions, inflation or price fluctuations, are reserved at any time without prior notice.

2.1.2 Price changes after the conclusion of the contract: Price changes are permitted if more than six (6) weeks elapse between the conclusion of the contract and the scheduled delivery date. If wages, material costs or distribution costs increase until delivery, the Seller is entitled to increase the price appropriately, in accordance with the cost increases. The Seller shall notify the Purchaser in writing without undue delay of a price change. If the price increase between the conclusion of the contract and delivery exceeds 7%, the customer is entitled to withdraw from the contract within two weeks after receipt of the notification, unless the cost increase is solely due to a change in legal charges.

2.2 The validity of the offers by the Seller remains limited to one month from the date of the offer, unless a special time limit is specified.

2.3 The Seller is entitled to change the order quantity within the scope of the customary quantity tolerances of +/- 10%. Partial deliveries are permitted. The calculation is made for the quantity delivered in each case.

3. Documentation

The measurements and text details as well as the illustrations in documents of any kind from the Seller are for information purposes only and non-binding. In the case of the manufacture of customer-specific products, this is binding, provided that a drawing drawn up by the Seller is available.

4. Legal standards and regulatory orders

4.1 The Purchaser must inform the Seller of statutory requirements and official regulations concerning the delivery, equipment or use of the requested or ordered goods. This obligation to provide information includes, in particular, provisions on the nature and use of the goods to be delivered, safety regulations, health police regulations, regulations and specifications on prohibited substances, import regulations, etc.

4.2 In the event of a violation of this obligation to provide information, the Seller disclaims all liability. In this case, the Buyer undertakes to hold the Seller completely free from all claims arising from this.

5. Custom-made products

5.1 The Purchaser shall be solely responsible for, but not limited to, the accuracy of the drawings, specifications, designs, models, samples and information, which are made available to the Seller. The responsibility of the Seller for customer-specific products is limited to the conformity of the drawings.

5.2 The Purchaser guarantees the Seller that the manufacture of the ordered special products is permissible without the violation of the rights of third parties, in particular intellectual property rights, or industrial property rights. Otherwise, the Seller can withdraw from the contract against full indemnification by the Buyer. In addition, the Purchaser undertakes to indemnify the Seller completely from all third-party claims due to violation of their rights.

5.3 The Seller has the right to withdraw from a delivery contract without any consequences for damages if unforeseen difficulties arise in the manufacture, which cannot be solved under reasonable expense.

6. Provided goods

6.1 If the Purchaser provides products for further processing, the quantity supplied must be 10% higher than the order quantity, unless otherwise agreed.

6.2 The incoming goods inspection by the Seller is limited to the identification of the goods, inspection of the delivery and inspection documents, detection of externally clearly recognizable transport damage as well as a quantity control based on an estimate. All costs, caused by qualitative defects, quantity deviations or too late or incorrect local delivery, shall be borne by the Purchaser.

7. Delivery periods/dates and delivery obligations

7.1 Delivery periods/dates are only binding for the Seller if they are expressly confirmed in writing. Claims for compensation due to delayed delivery are excluded, unless the Seller has agreed on unrealistic delivery periods intentionally or through gross negligence and then fails to comply with them intentionally or through gross negligence. In this case, the liability is limited to the direct damage caused by delay. Loss of profit, damage from business interruptions and costs or expenses for cover purchases will not be reimbursed.

7.2 Unforeseen events such as force majeure or other events beyond the control of the Seller or its suppliers release the Seller from the obligation to deliver in part or in full. Compensation claims of all kinds are excluded in this case.

7.3 Orders on call (blanket orders) are only binding for the Seller if they have been expressly agreed upon. Unless otherwise agreed, in such cases the Seller shall be free to produce the entire quantity of the blanket order under the responsibility of the Buyer. In this case, the Buyer is also liable for the entire order value in the

event of non-recall. Purchase and payment of the entire order must be made within six (6) months of the first agreed delivery date at the latest.

8. Packaging

The packaging will be charged to the Purchaser and will not be taken back. EURO pallets, boxes and reusable containers are excluded from this and will be replaced, charged or credited. Without any special agreement, the Seller chooses a type of packaging that appears suitable.

9. Shipping

9.1 Unless otherwise agreed, the Seller shall deliver EXW (Incoterms 2020), duty unpaid and untaxed in the case of foreign consignments. Without any special agreement, the Seller will choose a shipping method that appears suitable. The risk passes to the Buyer upon loading at the Seller's plant. Shipment is at the risk of the Buyer. Costs for express shipments will be charged to the Purchaser.

9.2 Returns: Any returns may only be made with the consent of the Seller. If the Seller takes back goods, these can only be credited with 75% of the invoiced value if they are standard production and packaging in perfect condition, which was purchased a maximum of 24 months ago. Such goodwill credits will be issued for offsetting only and will not be paid out. In the case of custom-made products, return is excluded in any case.

10. Payment terms

10.1 Unless otherwise agreed, the Seller's claims shall be due for payment in the contract currency without deduction 14 days after the invoice date. Unless otherwise agreed, the EURO shall be the contract currency. Cash and check payments are not accepted.

10.2 If the Purchaser is in default with the payment or if circumstances become known which indicate a deterioration of the financial situation of the Purchaser, the Seller shall be entitled to withdraw from the contract and to stop agreed deliveries. In this case, all claims of the Seller shall be due for payment immediately.

10.3 In the event of delay in payment, a standard default interest shall be invoiced.

10.4 The Seller reserves the right to demand advance payment, letter of credit or bank guarantee. If such a claim is not fulfilled, the Seller can withdraw from the contract without any obligation to pay compensation. The customer is only entitled to set-off or retention if his counterclaims originate from the same contractual relationship and are undisputed or legally established.

11. Reservation of ownership

11.1 The goods delivered by the Seller shall remain the property of the Seller as security for the respective balance claim until all existing or future payment obligations of the Buyer to the Seller have been fulfilled, irrespective of the legal reason. This also applies if payments are made on specially designated receivables.

11.2 As long as the Seller still has a claim against the Buyer, a processing of the goods delivered by the Seller is deemed to have been carried out for the Seller, to the exclusion of the acquisition of ownership according to § 950 BGB. In the case of processing with other goods not belonging to the Seller by the Buyer (§ 947 BGB), the Seller shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods processed with it. If the Seller's property expires due to combination or mixing, the Buyer shall now transfer to the Seller the title rights to which he is entitled to the new stock or item to the extent

of the invoice value of the goods delivered by the Seller. In all cases of processing, the Buyer is considered to be the depositary. He is not entitled to any claims against the Seller from the processing and storage.

11.3 The Buyer is entitled to resell, process or collect the goods subject to the Seller's reservation of title in the course of his normal business transactions, as long as he is not in default.

11.4 The Purchaser's claims arising from the resale, processing or installation of the reserved goods (in particular from a purchase, work or work delivery contract) are now deemed to have been assigned to the Seller at the time of their creation, and this shall be the same as: Whether the reserved goods are resold, processed or installed without or after processing and to one or more customers. The Buyer's security rights against its customers shall also be transferred to the Seller.

11.5 If the goods subject to retention of title are resold, processed or installed alone or together with other goods not belonging to the Seller without or after processing, the assignment of the claim under Article 11.4 (i.e. previous paragraph) shall only apply to the amount of the invoice value of the goods subject to retention of title. In the case of the delivery of goods in which the Seller has co-ownership shares in accordance with 11.2, the assignment of the claim in the amount of these co-ownership shares shall apply. Insofar as the Buyer is subject to a prohibition of assignment, he must notify the Seller and, at the request of the Seller, obtain the consent of his contractual partner.

11.6 The Buyer is authorized to collect claims from the resale of the reserved goods of the Seller until the revocation by the Seller at any time. He is not entitled to dispose of such claims by assignment to third parties. At the request of the Seller, the Buyer shall be obliged to notify its Purchaser of the assignment to the Seller and to give the Seller in writing the exact names and addresses of the Purchaser and the claim to which it is entitled, in particular in terms of type and size, as well as to hand over the information and documents required for collection.

11.7 The Buyer must notify the Seller immediately if third parties establish or wish to assert a right to the reserved goods or to the claims assigned to the Seller; he must immediately inform the third party of the right of the Seller.

11.8 At the request of the Buyer, the Seller shall be obliged to transfer a corresponding part of the ownership or release other securities in accordance with Article 11.2, insofar as the value of the Seller's total claim is not temporarily overstated by more than 10%; The reference value for the determination of the value is the invoice value of the goods delivered by the Seller.

11.9 Insofar as the retention of title with the terms of the Seller is not fully effective in foreign business, the Buyer is obliged to make agreements with the Seller and to undertake all other actions so that a corresponding success is achieved.

11.10 The foregoing provisions shall apply mutatis mutandis to services arising from a contract for works or services.

12. Tools / Development Performance

12.1 Unless otherwise agreed in writing, tools of all kinds, production equipment and development services shall remain the property of the Seller, even if the Purchaser has paid pro rata costs. If subsequent changes are requested by the Purchaser, the costs will be charged separately. In such a case, the delivery dates will be re-agreed.

12.2 If the quantity based on the offer is not accepted by the Seller within the agreed period, the Seller shall be entitled to claim uncovered costs for tools, production facilities and development services.

12.3 Agreed storage obligations of tools and production systems expire automatically after the product has been phased out in series, but no later than three (3) years after the last purchase from the Seller.

13. Notification of defects

13.1 The Purchaser must inspect the goods immediately after delivery and, if a defect becomes apparent, immediately notify the Seller in writing of this defect. If the Purchaser fails to notify the Seller, the goods shall be deemed approved, unless the defect is a defect which was not recognizable during the inspection. If such a defect becomes apparent at a later date, the notification must be made immediately after discovery, otherwise the goods shall also be deemed to have been approved in view of this defect.

13.2 The period of limitation for claims for defects by the Buyer is one year. It begins with the delivery of the item.

13.3 Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear, such as in the case of damage resulting after the transfer of risk from faulty or negligent handling, excessive stress, unsuitable operating resources, defective handling, unsuitable subsoil or due to special external influences, which are not required by the contract. If the Purchaser or third parties carry out improper repair work or modifications, there are also no claims for defects for these and the resulting consequences.

13.4 With the notification of defects, the Seller is entitled to have the notified defect checked by experts selected by the Seller.

13.5 The goods complained of must be stored properly by the Buyer until the Seller has expressly consented to the return of the goods. If a return is made without the consent of the Seller or if a notice of defect after inspection turns out to be unfounded, the Buyer bears the costs arising therefrom, in particular transport, inspection and storage costs, if he is at fault.

13.6 In the event of justified complaints or incorrect deliveries, the Buyer shall first have the right to subsequent performance by means of rectification or subsequent delivery within a reasonable period of time. If the supplementary performance fails or is unreasonable for the Purchaser, the statutory rights of the Purchaser to reduction or withdrawal shall apply. Claims for damages exist only in accordance with section 14 (product liability).

13.7 Liability for consequential damages of any kind shall be waived to the extent permitted by law. This applies to both indirect and direct damages as well as lost profits. This does not apply to damages that are based on an intentional or grossly negligent breach of duty by the Seller, his legal representatives or vicarious agents or for damages resulting from injury to life, body or health. Rework on parts that are carried out without the consent of the Seller, as well as improper handling or storage, will result in the loss of all claims for defects against the Seller.

13.8 If measures to avert danger (e.g. recall action) are necessary by the Buyer, which are caused by defective goods delivered by the Seller, these measures must be agreed with the Seller before implementation. Otherwise, the Purchaser shall not be entitled to any claims for compensation against the Seller.

14. Product liability

14.1 The Seller shall be liable without limitation in the event of intent and gross negligence, in the event of injury to life, body or health and in accordance with the Product Liability Act. Otherwise, the limitation of liability shall apply in accordance with the following provisions.

14.2 In the case of slight negligence, the Seller is only liable in the event of a breach of essential contractual obligations (cardinal obligations); in these cases, liability is limited to the foreseeable damage typical for the contract. In all other cases of slight negligence, liability is excluded.

14.3 Insofar as the Seller is liable in accordance with section 14.2, the liability is limited to the amount

- A maximum of EUR 1,000,000 per event of damage (in the case of cardinal obligations),
- A maximum of EUR 700,000 per loss event (other cases),

Subject to the proviso that the unlimited liability according to section 14.1 remains unaffected.

14.4 Liability for lost profits, indirect damages and consequential damages is excluded – insofar as legally permissible – unless Section 14.1 applies.

14.5 Incidentally, liability for slight negligence is excluded.

14.6 The above regulations also apply to legal representatives and vicarious agents.

15. Order cancellations

15.1 Cancellation of orders requires written consent (by e-mail) from the Seller.

15.2 In the event of order cancellations, the Purchaser is obliged to assume all costs incurred by the Seller in connection with the order, in particular for raw materials, tools of all kinds, order-specific production facilities, uncovered development costs as well as processed and finished products.

15.3 The Seller is entitled to withdraw from delivery obligations if the financial situation of the Buyer deteriorates significantly or presents itself differently than it was presented to the Seller. Any associated claims of the Purchaser shall be waived to the extent permitted by law.

16. Reprints / Reproductions

Reprints and any kind of reproduction – even in extracts – of, but not limited to, brochures, standards of the Seller, etc. are only permitted with the written permission of the Seller.

17. Confidentiality

All drawings, sketches, explanations, price lists and samples from the Seller represent confidential information that must be kept secret and may not be made accessible to unauthorized third parties.

18. Data protection

18.1 If personal data about employees or business partners are exchanged between the Buyer and the Seller, they must be treated with the greatest care and confidentiality and in accordance with the applicable legal provisions on data protection.

18.2 The Buyer agrees that the Seller will use the personal data of his contact persons necessary for the execution of the business relations. This use also includes the transfer of data within the SFS Group at home and abroad, in compliance with the legally prescribed conditions. If personal data is transferred to SFS Group companies located in countries without adequate data protection, the protection of the data is guaranteed by contractual data protection clauses.

19. Original binding text



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VAT ID DE 814710393

If there are any differences between the terms and conditions of sale in German and those in other languages, the authoritative German text is valid.

20. Place of performance

Unless otherwise agreed, the place of performance for payments shall be Mörfelden-Walldorf.

21. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from this contract – insofar as legally permissible – is the registered office of the Seller. The Purchaser/Buyer expressly waives his place of jurisdiction for his place of residence/place of business.

22. Applicable law

All legal relations between the Seller and the Purchaser/Buyer shall be governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

23. Severability clause

Should any provision of this contract be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. Instead of the invalid or unenforceable provision, a provision shall be deemed to have been agreed that comes closest to the economic purpose of the invalid or unenforceable provision. The same applies in the event of a regulatory gap.