General Terms and Conditions of MC Actives GmbH

As of December 2024

§ 1 Scope of Application, Form

(1) These General Terms and Conditions (GTC) apply to all our business relationships with our business partners, suppliers (hereinafter referred to as "Supplier"), and customers (hereinafter referred to as "Buyer"). The GTC apply only if the Supplier or Buyer is a business owner (§ 14 of the German Civil Code [BGB]), a legal entity under public law, or a public law special fund.

(2) The GTC specifically apply to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC apply as a framework agreement for future similar contracts, based on the version valid at the time of the Buyer's order or, in any case, the version last communicated to the Buyer in text form, without the need for us to point out the GTC in each individual case.

(3) Our GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Buyer become part of the contract only to the extent that we have explicitly agreed to their validity. This requirement for consent applies in all cases, for example, if the Buyer refers to their GTC when placing an order and we do not explicitly object.

(4) Individual agreements (e.g., framework delivery contracts, quality assurance agreements) and information in our order confirmation take precedence over the GTC. In case of doubt, commercial terms are to be interpreted according to the Incoterms® published by the International Chamber of Commerce (ICC) in the version valid at the time of the contract conclusion.

(5) Legally significant declarations and notifications by the Buyer regarding the contract (e.g., setting deadlines, notice of defects, withdrawal or reduction) must be made in writing. "Writing" in the sense of these GTC includes both written and text form (e.g., letter, email, fax). Legal form requirements and further evidence, particularly in case of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions apply insofar as they are not directly amended or expressly excluded in these GTC.

§ 2 Conclusion of Contract

(1) Conclusion of Contract with Suppliers

a) Our order is binding only when it is made in writing or confirmed in writing. The Supplier is required to notify us of any obvious errors (e.g., typographical or calculation mistakes) and incomplete orders, including the accompanying order documents, for correction or completion before acceptance; otherwise, the contract will be deemed not concluded.

b) Suppliers are obligated to confirm our order in writing within 14 days or, in particular, to execute it unconditionally by dispatching the goods (acceptance).

c) A delayed acceptance is considered a new offer and requires our acceptance.

(2) Conclusion of Contract with Buyers

a) Our offers are non-binding and subject to change. This also applies if we have provided the Buyer with catalogs, technical documentation (e.g., drawings, plans, calculations, estimates, references to DIN standards), other product descriptions, or documents – including in electronic form – in which we retain ownership and copyright.

b) The Buyer's order for the goods constitutes a binding offer to contract. Unless otherwise stated in the order, we are entitled to accept this offer within 14 days/weeks from its receipt.

c) Acceptance can be declared either in writing (e.g., by order confirmation) or by delivery of the goods to the Buyer.

§ 3 Delivery Time and Delay in Delivery

(1) For Suppliers

a) The delivery time specified in our order is binding. If the delivery time is not specified in the order and no other agreement has been made, it is four weeks from the conclusion of the contract. The Supplier is obliged to notify us immediately in writing if they are likely to fail to meet the agreed delivery times for any reason.

b) If the Supplier does not perform or does not perform within the agreed delivery time or is in default, our rights – especially with regard to withdrawal and compensation – are governed by the statutory provisions. The provisions in paragraph 3 remain unaffected.

c) If the Supplier is in delay, we may, in addition to other statutory claims, demand a flat-rate compensation for our damages due to delay amounting to 1% of the net price per full calendar week of delay, but in total not more than 5% of the net price of the delayed goods. We reserve the right to prove that a higher damage has occurred. The Supplier reserves the right to prove that no damage or only significantly lower damage has occurred.

(2) For Buyers

a) The delivery time is individually agreed upon or specified by us when accepting the order. If this is not the case, the delivery time is approximately four weeks from the conclusion of the contract.

b) If we are unable to meet binding delivery times for reasons that are not our fault (non-availability of the performance), we will inform the Buyer immediately and simultaneously provide the expected new delivery time. If the performance is still unavailable within the new delivery time, we are entitled to withdraw from the contract in whole or in part; any consideration already provided by the Buyer will be refunded immediately. Non-availability of

performance occurs, for example, in the case of delayed delivery by our supplier, when we have entered into a congruent covering transaction, or in the event of other disruptions in the supply chain, such as force majeure, or if we are not obligated to procure the goods in the individual case.

c) The occurrence of our delivery delay is governed by the statutory provisions. However, in any case, a reminder by the Buyer is required. If we are in delivery delay, the Buyer can demand a flat-rate compensation for their delay damage. The damage flat-rate amounts to 0.5% of the net price (delivery value) for each full calendar week of delay, but in total no more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the Buyer has suffered no damage or only significantly lower damage than the above flat-rate.

d) The rights of the Buyer according to § 8 of these GTC and our statutory rights, especially in the case of exclusion of performance obligations (e.g., due to impossibility or unreasonable performance and/or subsequent performance), remain unaffected.

§ 4 Delivery, Transfer of Risk, Acceptance, Delay in Acceptance

(1) For Suppliers

a) The Supplier is not entitled to have the performance they owe carried out by third parties (e.g., subcontractors) without our prior written consent. The Supplier assumes the procurement risk for their performance unless otherwise agreed in individual cases (e.g., limited to stock).

b) Delivery shall be made "free to house" to the location specified in the order. If no destination is specified and nothing else is agreed, the delivery must be made to our business premises in Idstein. The respective destination is also the place of performance for the delivery and any subsequent performance (delivery obligation).

c) A delivery note must be attached to the delivery, indicating the date (of issue and dispatch), the content of the delivery (item number and quantity), and our order reference (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing or payment. Separately from the delivery note, a corresponding shipping notice with the same content must be sent to us.

d) The risk of accidental loss or accidental deterioration of the goods passes to us upon delivery at the place of performance. If an acceptance is agreed, it is decisive for the transfer of risk. Furthermore, the statutory provisions of contract law apply accordingly to any acceptance. The situation of delivery or acceptance is equivalent to a situation where we are in delay of acceptance.

e) The occurrence of our delay in acceptance is governed by the statutory provisions. However, the Supplier must also explicitly offer their performance to us if a specific or determinable calendar date has been agreed for an action or cooperation on our part (e.g., provision of material). If we are in delay of acceptance, the Supplier may claim compensation for their additional expenses according to the statutory provisions (§ 304 BGB). If the contract concerns a unique item to be manufactured by the Supplier (custom-made goods), the Supplier has further rights only if we are obligated to cooperate and have caused the failure of that cooperation.

(2) For Buyers

a) Delivery is made ex warehouse, which is also the place of performance for delivery and any subsequent performance. At the Buyer’s request and expense, the goods will be sent to a different destination (shipment contract). Unless otherwise agreed, we are entitled to determine the type of shipment (including the carrier, shipping route, packaging).

b) The risk of accidental loss or accidental deterioration of the goods passes to the Buyer at the latest upon delivery. However, in the case of a shipment contract, the risk of accidental loss or accidental deterioration of the goods, as well as the risk of delay, passes already when the goods are handed over to the carrier, freight forwarder, or other party or institution designated for shipment. If acceptance is agreed, it is decisive for the transfer of risk. The statutory provisions of contract law apply accordingly to any agreed acceptance. The situation of delivery or acceptance is equivalent to a situation where the Buyer is in delay of acceptance.

c) If the Buyer is in delay of acceptance, fails to perform a required act of cooperation, or if our delivery is delayed for other reasons attributable to the Buyer, we are entitled to claim compensation for the resulting damage, including additional expenses (e.g., storage costs). We will charge a flat-rate compensation of 2% of the net value of the goods per calendar day, up to a maximum of 20% of the total value, starting from the delivery date or, if no delivery date is specified, from the notification of the goods being ready for shipment.
The proof of a higher damage and our statutory claims (including compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the flat-rate compensation will be offset against any further monetary claims. The Buyer is allowed to prove that no damage or only significantly lower damage than the above flat-rate has occurred.

§ 5 Prices and Payment Terms

(1) For Suppliers

a) The price specified in the order is binding. All prices are inclusive of statutory VAT, unless otherwise specified, within Germany. International transactions are VAT exempt.

b) Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Supplier (e.g., assembly, installation), as well as all incidental costs (e.g., proper packaging, transportation costs including any transport and liability insurance).

c) The agreed price is due for payment within 30 calendar days after full delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make the payment within 14 calendar days, the Supplier will grant us a 2% discount on the net invoice amount. In the case of bank transfers, the payment is considered timely if our transfer order is received by our bank before the end of the payment period; we are not responsible for delays caused by the banks involved in the payment process.

d) We are not liable for overdue interest. Statutory provisions apply in the case of payment delay.

e) We have the right to offset and withhold payments, as well as to assert the defense of non-performance of the contract, to the extent provided by law. In particular, we are entitled to

withhold payments as long as we have claims against the Supplier due to incomplete or defective performance.

f) The Supplier may only offset or exercise a right of retention for counterclaims that have been legally established or are undisputed.

(2) For Buyers

a) Unless otherwise agreed in individual cases, our current prices at the time of the contract conclusion apply, ex warehouse, plus statutory VAT for domestic transactions.

b) In the case of a shipment contract (§ 4(1)), the Buyer is responsible for transport costs from the warehouse and the costs of any transport insurance the Buyer may request. Any customs duties, fees, taxes, and other public charges are borne by the Buyer unless otherwise agreed.

c) The purchase price is due and payable within 30 days from the invoicing and delivery or acceptance of the goods. However, even within the framework of an ongoing business relationship, we are entitled to require prepayment for a delivery, in whole or in part. We will state such a reservation at the latest with the order confirmation.

d) Upon expiration of the payment term mentioned above, the Buyer will be in default. The purchase price will accrue interest at the applicable statutory default interest rate during the period of delay. We reserve the right to claim further damages for delay. Our claim for commercial default interest (§ 353 HGB) against merchants remains unaffected.

e) The Buyer may assert rights of offset or retention only to the extent that their claim is legally established or undisputed. In case of defects in the delivery, the Buyer's counter-rights, especially according to § 7(6), sentence 2 of these GTC, remain unaffected.

f) If, after the conclusion of the contract, it becomes apparent (e.g., through an application for the opening of insolvency proceedings) that our claim for the purchase price is at risk due to the Buyer's lack of financial capability, we are entitled to refuse performance and, if necessary, to withdraw from the contract after setting a deadline (according to § 321 BGB). In the case of contracts for the manufacture of non-replaceable goods (custom-made items), we can withdraw immediately; the statutory provisions regarding the dispensability of setting a deadline remain unaffected.

§ 6 Retention of Title

(1) We retain ownership of the goods sold until full payment of all current and future claims arising from the purchase agreement and an ongoing business relationship (secured claims).

(2) Goods subject to retention of title may not be pledged to third parties, nor transferred as security, before full payment of the secured claims. The Buyer or Supplier must immediately notify us in writing if an application for the opening of insolvency proceedings is made, or if third-party claims (e.g., garnishments) are made against the goods belonging to us.

(3) In the event of a breach of contract by the Buyer or Supplier, particularly in the case of non-payment of the due purchase price, we are entitled, according to statutory provisions, to

withdraw from the contract and/or demand the return of the goods based on the retention of title. A demand for the return of goods does not automatically constitute a declaration of withdrawal; rather, we are entitled to only demand the return of the goods and reserve the right to withdraw from the contract. If the Buyer or Supplier fails to pay the due purchase price, we may only exercise these rights if we have previously set a reasonable payment deadline which has expired without payment, or if setting such a deadline is unnecessary according to the statutory provisions.

(4) The Buyer is, until further notice under (c) below, authorized to resell and/or process the goods subject to retention of title in the normal course of business. In this case, the following additional provisions apply:

(a) The retention of title extends to the products created by processing, mixing, or combining our goods, to their full value, with us being considered the manufacturer. If, during processing, mixing, or combining with third-party goods, their ownership rights remain, we acquire co-ownership in proportion to the invoice value of the processed, mixed, or combined goods. In other respects, the same conditions apply to the resulting product as to the goods delivered under retention of title.

(b) The claims arising from the resale of the goods or the product against third parties are, by this agreement, assigned to us by the Buyer, either in full or in the amount of our potential co-ownership share under the above paragraph, as security. We accept the assignment. The obligations of the Buyer mentioned in paragraph (2) also apply with regard to the assigned claims.

(c) The Buyer remains authorized to collect the assigned claims alongside us. We undertake not to collect the claim as long as the Buyer meets their payment obligations to us, there is no impairment of their ability to perform, and we have not enforced the retention of title by exercising a right under paragraph (3). However, if this is the case, we may demand that the Buyer disclose to us the assigned claims and their debtors, provide all necessary details for collection, hand over the related documents, and notify the debtors (third parties) of the assignment. Furthermore, in such cases, we are entitled to revoke the Buyer’s authority to further resell and process the goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we will, at the Buyer’s request, release securities of our choice.

§ 7 Buyer’s Claims for Defects

(1) The buyer's rights in the event of material and legal defects (including incorrect and short deliveries, as well as improper assembly/installation or defective instructions) are governed by the statutory provisions, unless otherwise stipulated below. In all cases, the statutory provisions on consumer goods contracts (§§ 474 et seq. BGB) and the buyer’s rights arising from separate guarantees, especially from the manufacturer, remain unaffected.

(2) The basis of our liability for defects is primarily the agreement regarding the condition and intended use of the goods (including accessories and instructions). Product descriptions and manufacturer specifications that are part of the individual contract or were publicly disclosed by us (particularly in catalogs or on our website) at the time of contract conclusion are

considered agreements on the condition of the goods in this sense. If the condition is not agreed upon, the presence of a defect is to be assessed according to the statutory provisions (§ 434 (3) BGB). Public statements by the manufacturer or on their behalf, particularly in advertisements or on the product label, take precedence over statements from other third parties.

(3) For goods with digital elements or other digital content, we are only obligated to provide and, if necessary, update the digital content to the extent explicitly specified in an agreement regarding the condition of the goods according to paragraph (2). We do not accept liability for public statements by the manufacturer or other third parties in this regard.

(4) We are generally not liable for defects that the buyer knew or, through gross negligence, should have known of at the time of contract conclusion (§ 442 BGB). Furthermore, the buyer's claims for defects are contingent upon the buyer having fulfilled their statutory duty to inspect the goods and notify us of any defects (§§ 377, 381 HGB). For building materials/raw materials and other goods intended for installation, production, or further processing, an inspection must always take place immediately before processing. If a defect is discovered upon delivery, inspection, or later, the buyer must notify us in writing without delay. In all cases, obvious defects must be reported in writing within 14 working days of delivery, and defects not detectable during inspection must be reported in writing within the same period after discovery. If the buyer fails to conduct the proper inspection and/or notify us of the defects, our liability for defects that were not reported in time or correctly is excluded according to the statutory provisions. For goods intended for installation, attachment, or installation, this also applies if the defect only becomes apparent after the goods have been processed due to the failure to meet these duties; in this case, the buyer has no claims for the reimbursement of corresponding costs ("removal and reinstallation costs").

(5) If the delivered goods are defective, we may first choose whether we will remedy the defect by repair (rectification) or by delivering a non-defective item (replacement delivery). If the chosen form of remedy is unreasonable for the buyer in an individual case, they may refuse it. Our right to refuse remedy under statutory conditions remains unaffected.

(6) We are entitled to make the owed remedy conditional upon the buyer paying the due purchase price. However, the buyer is entitled to withhold an amount of the purchase price that is proportionate to the defect.

(7) The buyer must grant us the time and opportunity necessary to perform the required remedy, particularly by allowing us to inspect the goods in question. In the case of a replacement delivery, the buyer must return the defective goods to us upon request, according to statutory provisions. However, the buyer does not have a right to demand a return. The remedy does not include the removal, disassembly, or deinstallation of the defective goods or the installation, attachment, or installation of a non-defective item, if we were not initially obligated to provide these services. Claims for the reimbursement of corresponding costs ("removal and reinstallation costs") remain unaffected.

(8) The costs required for inspection and remedy, particularly transportation, travel, labor, and material costs, as well as any removal and reinstallation costs, will be borne or reimbursed by us in accordance with the statutory provisions and these General Terms and Conditions if a defect is actually present. Otherwise, we may demand reimbursement from the buyer for the costs incurred due to an unjustified defect claim if the buyer knew or should have known that there was no actual defect.

(9) In urgent cases, such as a threat to operational safety or to prevent disproportionate damage, the buyer has the right to remedy the defect themselves and demand reimbursement from us for the objectively necessary expenses incurred. We must be notified immediately, and if possible, in advance, of such self-remedy actions. This right to self-remedy does not apply if we would be entitled to refuse remedy under the statutory provisions.

(10) If a reasonable deadline for remedy set by the buyer has passed without success, or if such a deadline is unnecessary under statutory provisions, the buyer can, according to statutory provisions, withdraw from the purchase agreement or reduce the purchase price. However, there is no right of withdrawal in the case of insignificant defects.

(11) Claims by the buyer for reimbursement of expenses under § 445a (1) BGB are excluded unless the last contract in the supply chain is a consumer goods contract (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c S. 2, 327 (5), 327u BGB). Claims for damages or compensation for futile expenditures (§ 284 BGB) also exist in the case of defective goods only according to the provisions of §§ 10 and 11 below.

§ 8 Defective Delivery by the Supplier

(1) Our rights regarding material and legal defects of the goods (including incorrect or incomplete delivery, improper assembly/installation, or defective instructions) and other breaches of duty by the supplier shall be governed by the statutory provisions and, exclusively for our benefit, the following additional provisions and clarifications.

(2) Under the statutory provisions, the supplier is especially liable for ensuring that the goods have the agreed quality at the time the risk is transferred to us. An agreement on quality includes, at a minimum, those product descriptions that are subject of the specific contract, either by designation or reference in our order, or that have been incorporated into the contract in the same manner as these General Terms and Conditions (GTC). It does not matter whether the product description comes from us, the supplier, or the manufacturer.

(3) For goods with digital elements or other digital content, the supplier is responsible for providing and updating the digital content, to the extent that this is required by an agreement on quality as per paragraph (2) or other product descriptions by the manufacturer or on their behalf, especially on the Internet, in advertisements, or on the product label.

(4) We are not obligated to inspect the goods or make special inquiries about potential defects at the time of the contract conclusion. Partially deviating from § 442(1) sentence 2 of the German Civil Code (BGB), we are entitled to assert defect claims even if the defect remained unknown to us at the time of the contract conclusion due to gross negligence.

(5) The statutory provisions on the commercial inspection and notification duties (§§ 377, 381 of the German Commercial Code (HGB)) apply, with the following clarifications: Our inspection duty is limited to defects that are apparent during our incoming goods inspection through external inspection, including the delivery documents (e.g., transport damage, incorrect or incomplete delivery), or that can be detected through our quality control using a sampling method. If an acceptance is agreed upon, there is no obligation to inspect. Otherwise, the extent to which an inspection is reasonable according to proper business practice, considering the specific circumstances of the case, shall apply. Our notification duty for later discovered defects

remains unaffected. Regardless of our inspection obligation, our notification (defect notice) is considered immediate and timely if it is sent within 5 working days of discovery, or, in the case of obvious defects, within 5 working days of delivery.

(6) Rectification of defects also includes the removal and reinstallation of defective goods if, according to their nature and intended use, the goods were incorporated into another object or affixed to another object before the defect became apparent. Our statutory claim for reimbursement of corresponding expenses (removal and reinstallation costs) remains unaffected. The supplier is also responsible for the costs necessary for the examination and rectification, including transport, travel, labor, material costs, and, if applicable, removal and reinstallation costs, even if it turns out that there was actually no defect. Our liability for damages due to an unjustified demand for defect rectification remains unaffected; however, we are only liable in cases where we recognized or grossly negligently failed to recognize that there was no defect.

(7) Without prejudice to our statutory rights and the provisions in paragraph (5), the following applies: If the supplier fails to fulfill their obligation to rectify the defect—either by repairing the defect (rectification) or by delivering defect-free goods (replacement delivery)—within a reasonable time set by us, we may remedy the defect ourselves and demand reimbursement from the supplier for the necessary expenses or an advance payment. If the supplier's rectification has failed or is unreasonable for us (e.g., due to special urgency, endangerment of operational safety, or imminent disproportionate damage), no time frame is required; in such cases, we will notify the supplier immediately, if possible, beforehand.

(8) In all other cases, we are entitled to reduce the purchase price or withdraw from the contract in the event of a material or legal defect according to statutory provisions. Furthermore, we are entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

§ 9 Supplier Recourse

(1) Our legally determined claims for expenses and recourse within a supply chain (supplier recourse according to §§ 478, 445a, 445b or §§ 445c, 327 (5), 327u BGB) are in addition to and without prejudice to our defect claims. In particular, we are entitled to demand from the supplier the same form of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case; for goods with digital elements or other digital content, this also applies to the provision of necessary updates. Our statutory right of choice (§ 439 (1) BGB) is not limited by this.

(2) Before we acknowledge or fulfill a defect claim asserted by our customer (including reimbursement of expenses according to §§ 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), we will notify the supplier and request a written statement with a brief description of the facts. If a substantiated response is not received within a reasonable period and no amicable solution is reached, the defect claim actually granted by us will be considered as owed to our customer. In this case, the supplier bears the burden of proof to the contrary.

(3) Our claims from supplier recourse also apply if the defective goods have been connected with another product or otherwise processed by us, our customer, or a third party, e.g., by installation, attachment, or incorporation.

§ 10 Product Liability

(1) If the supplier is responsible for a product defect, he shall indemnify us from claims by third parties to the extent that the cause of the defect lies within his area of control and organization, and he is directly liable in external relations.

(2) As part of his indemnification obligation, the supplier must reimburse expenses according to §§ 683, 670 BGB, arising from or in connection with a claim by third parties, including recall actions conducted by us. We will inform the supplier about the content and scope of the recall actions, to the extent possible and reasonable, and give him the opportunity to comment. Further statutory claims remain unaffected.

(3) The supplier must take out and maintain product liability insurance with a lump-sum coverage amount of at least EUR 5 million per personal injury/property damage.

§ 11 Other Liability

(1) As far as nothing else is stipulated in these GTC, including the following provisions, we are liable for the breach of contractual and non-contractual obligations according to the statutory provisions.

(2) We are liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent or gross negligence. In cases of simple negligence, we are liable only subject to statutory limitations on liability (e.g., care in our own affairs; insignificant breach of duty) for:

a) Damages resulting from injury to life, body, or health,

b) Damages resulting from a breach of a material contractual obligation (an obligation whose performance enables the proper execution of the contract in the first place and on which the other party regularly relies or is entitled to rely); however, in this case, our liability is limited to the replacement of the foreseeable, typically occurring damage.

(3) The liability limitations resulting from paragraph (2) also apply to third parties and in the case of breaches of duty by persons (including for their benefit) whose fault we are legally responsible for. They do not apply if a defect was fraudulently concealed or if a guarantee regarding the quality of the goods was provided, and for claims under the Product Liability Act.

(4) In the event of a breach of duty that does not constitute a defect, the buyer may only withdraw from or terminate the contract if we are at fault for the breach. The buyer’s right to terminate freely (especially according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory conditions and legal consequences apply.

§ 12 Limitation of Claims

(1) For Suppliers

a) The reciprocal claims of the contracting parties shall be subject to the statutory limitation periods, unless otherwise specified below.

b) Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for defect claims is 3 years from the transfer of risk. If acceptance is agreed, the limitation period begins with the acceptance. The 3-year limitation period also applies to claims arising from legal defects, but the statutory limitation period for claims for the return of property by third parties (§ 438 (1) No. 1 BGB) remains unaffected; claims arising from legal defects shall never expire as long as the third party can still assert the right against us, especially due to the lack of expiration.

c) The limitation periods of the law of sales, including the above-mentioned extensions, apply – to the statutory extent – to all contractual defect claims. To the extent that we are also entitled to non-contractual damage claims due to a defect, the regular statutory limitation periods (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law of sales results in a longer limitation period in the individual case.

(2) For Buyers

a) Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for claims arising from material and legal defects is one year from delivery. If acceptance is agreed, the limitation period begins with the acceptance.

b) If the goods are a building or a product that has been used for a building according to its usual use and caused the defectiveness of the building (building material), the limitation period shall be 5 years from delivery in accordance with the statutory regulation (§ 438 (1) No. 2 BGB). Further statutory special provisions regarding limitation periods (in particular § 438 (1) No. 1, (3), §§ 444, 445b BGB) remain unaffected.

c) The above limitation periods of the law of sales also apply to contractual and non-contractual damage claims of the buyer based on a defect of the goods, unless the application of the regular statutory limitation periods (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. Damage claims of the buyer under § 8 (2) sentence 1 and sentence 2 (a), as well as claims under the Product Liability Act, shall only be subject to the statutory limitation periods.

§ 13 Choice of Law and Jurisdiction

(1) For these GTC and the contractual relationship between us and the buyer, the law of the Federal Republic of Germany shall apply, excluding international uniform law, in particular the UN Sales Convention.

(2) If the buyer is a merchant within the meaning of the Commercial Code (HGB), a legal entity under public law, or a public-law special fund, the exclusive – including international – place of jurisdiction for all disputes directly or indirectly arising from the contractual relationship shall be our place of business in Idstein. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled to file a claim at the place of performance of the delivery obligation according to these GTC or any prior individual agreement or at the general place of jurisdiction of the buyer. Priority legal provisions, particularly regarding exclusive jurisdictions, remain unaffected.

(3) For these GTC and the contractual relationship between us and the supplier, the law of the Federal Republic of Germany shall apply, excluding international uniform law, in particular the UN Sales Convention.

(4) If the supplier is a merchant within the meaning of the Commercial Code (HGB), a legal entity under public law, or a public-law special fund, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our place of business in Idstein. The same applies if the supplier is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled to file a claim at the place of performance of the delivery obligation according to these GTC or any prior individual agreement or at the general place of jurisdiction of the supplier. Priority legal provisions, particularly regarding exclusive jurisdictions, remain unaffected.