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General Terms and Conditions (GTC)

Status May 2026



General Terms and Conditions of Sale

1. General Provisions

1.1. These General Terms and Conditions of Sale and Delivery shall apply to all – including future – contracts for deliveries or other services. This shall also apply if the customer uses its own conflicting general terms and conditions. Any terms and conditions of the customer shall not become part of the contract even if we do not expressly object to them again after their receipt.

1.2. Our offers are non-binding. Oral agreements and assurances which change or establish a contract and which are concluded or made by persons other than the managing director, the holder(s) of a general commercial power of attorney (Prokura) or the contact person / project manager named in the main contract shall only become binding upon written confirmation. Persons other than those named above are not authorized to conclude contracts.

1.3. Any amendment of these General Terms and Conditions of Sale and Delivery by us shall become part of the contract between us and the customer if the customer agrees to such amendment or does not object to it in writing within one month after the amendment has been notified. The one-month period shall only begin if, when notifying the amendment of the General Terms and Conditions of Sale and Delivery, we have informed the customer that its silence after expiry of the one-month period shall be deemed to constitute consent.

2. Offer and Specifications

2.1. The information, drawings, illustrations, technical data, descriptions of weight, dimensions and performance contained in brochures, catalogues, circulars, advertisements and price lists are always non-binding and shall not constitute an agreement on the quality of our products unless they are expressly designated as binding in the order confirmation.

2.2. Cost estimates, drawings and other documents shall remain our property and are subject to our copyright; they may not be made available to third parties and shall be returned to us upon request. Third parties shall also include companies which are personally or corporately affiliated with the customer.

3. Orders, Delivery Call-Offs, Jeopardy of Claims

3.1. Orders, delivery call-offs and any amendments and additions thereto shall be transmitted in text form, in writing by means of data transmission or by machine-readable data carriers.

3.2. If the customer requests a change to the delivery item in terms of design, execution or quantity, such requests shall become binding as soon as we and the customer have reached mutual agreement in particular with regard to any additional or reduced costs and delivery dates. In the event of increases or reductions in quantity, the supplier's disposition requirements shall be reasonably taken into account. If data transmission has been agreed, the customer is additionally obliged, in the event of changes in the order quantity, to inform our production scheduler without delay.

3.3. We reserve the right to reject requested changes in quantity, design and execution, unless the delivery items have been specially designed on behalf of the customer or manufactured using tools paid for by the customer.

3.4. If there is good cause, we shall be entitled to make delivery dependent on the opening of a letter of credit, advance payment, the presentation of import licences or the provision of suitable security, such as guarantees or similar instruments.

3.5. If the customer's financial circumstances deteriorate significantly in such a way that our claims are jeopardized, or if it transpires that, within the three years prior to conclusion of the contract, insolvency proceedings were opened in respect of the customer's assets or were rejected for lack of assets, or that the customer has made an affidavit in lieu of oath regarding its financial circumstances or that an arrest warrant has been issued for this purpose, we shall be entitled to demand advance performance or the provision of security by means of a bank guarantee. If the customer fails to comply with our demand within a reasonable period, we shall be entitled to withdraw from the contract by declaration in written or electronic form (§ 127 of the German Civil Code – BGB). Further statutory rights shall remain unaffected.

4. Delivery Times and Periods, Partial Performance, Delay and Transfer of Risk

4.1. Deliveries shall be made ex works, at the customer's cost and risk.

4.2. We are entitled to make partial deliveries, insofar as these are reasonable for the customer.

4.3. Where we owe only the manufacture and/or transfer of title to items, the risk of accidental loss or accidental deterioration or damage to the respective delivery item shall pass to the customer when the item is handed over to the carrier for transport. We have fulfilled our delivery obligation upon handing over the delivery item for transport.

4.4. If deviating individual agreements have been made regarding the time of the transfer of risk, the ICC INCO-TERMS 2000 shall apply to the interpretation of such individual agreements, insofar as relevant.

4.5. In the event of force majeure and other unforeseeable, extraordinary circumstances beyond our control, e.g. industrial disputes, disruptions in our production facilities and machinery due to fire, water or similar circumstances, disruptions in the supply of energy and materials, in transport, official interventions or the like, the agreed delivery periods shall be reasonably extended if we are prevented by such circumstances from performing on time. The same shall apply if, due to one of the aforementioned events, we are not supplied on time by a pre supplier. Sentences 1 and 2 apply correspondingly to delivery dates.

4.6. If the customer suffers damage because binding delivery periods or dates are culpably not observed by us or because we are in default, any claims for damages shall be limited to two thirds (2/3) of the proven damage, provided that this does not exceed EUR 3,000.00. The above limitation of liability shall not apply if we are liable for intent or gross negligence or if we are liable for injury to life, body or health. In the event of slightly negligent breach of material contractual obligations, our liability shall be limited to the typical, foreseeable damage under the contract. Any further claims for damages are excluded.

4.7. We are prepared, within the scope of what is reasonably possible for us, to implement the customer's requests for changes regarding delivery periods and delivery dates as soon as the impact of such changes on the agreed price, in particular with regard to our demonstrable additional and reduced costs, has been mutually agreed. The customer may only assume that the changes it has requested are price-neutral if it has obtained confirmation from us to this effect. If the customer wishes early delivery or installation, the costs for express freight and special trips shall in any case be borne by the customer.

4.8. In the event of default by the customer in payment of any claim, all other claims against the customer may be declared immediately due and payable.

5. Prices

- 5.1. Our prices are ex works in EURO, excluding packaging, plus the applicable statutory value-added tax.
- 5.2. The prices agreed at the time of conclusion of the respective contract shall apply.
- 5.3. If erection or installation of the delivery item at the customer's premises is undertaken by us, the customer shall bear, in addition to the agreed remuneration, all necessary incidental costs such as travel expenses, costs for the transport of tools and personal luggage as well as allowances.
- 5.4. If our deliveries and services are rendered later than four months after the date originally envisaged for reasons for which the customer is responsible, e.g. due to default of acceptance or due to other missing acts of cooperation, we shall be entitled to demand, instead of the agreed prices, our prices valid at the time of delivery. This shall require that we have set a reasonable period for acceptance, together with a threat of price adjustment. Statutory claims to which we are entitled in the event of default of acceptance or other lack of cooperation by the customer shall remain unaffected.

6. Payment

- 6.1. Payments shall be made in EURO within 30 days of the invoice date without deduction.
- 6.2. For compliance with the deadline pursuant to Section 6.1 above, the date on which payment is received by us shall be decisive.
- 6.3. Incoming payments from the customer shall always be set off in accordance with § 366 (2) of the German Civil Code (BGB).
- 6.4. We shall be entitled to revoke the granting of instalments and deferrals if the conditions under Section 3 (Jeopardy of Claims) are met or if the customer is in arrears in whole or in part with a payment instalment for more than two weeks.
- 6.5. Only those of our employees who have written collection authority shall be entitled to accept payments.
- 6.6. If we accept bills of exchange or cheques from the customer, this shall be on account of performance only. Any costs arising from their acceptance shall be borne by the customer. If the payment obligation under the bill of exchange or cheque is not fulfilled on time or if the conditions under Section 3 (Jeopardy of Claims) occur, we shall be entitled, irrespective of the bill of exchange or cheque, to immediately claim the entire underlying debt.
- 6.7. The customer may only set off claims that have been established by a final court judgment, are undisputed or have been acknowledged by us. The customer shall only be entitled to exercise a right of retention if its counterclaim is based on the same specific contractual relationship.
- 6.8. We are entitled without restriction to assign claims against the customer to third parties.

7. Title and Retention of Title

- 7.1. The delivery items shall remain our property until all claims to which we are entitled against the customer on the basis of the delivery and, where applicable, erection and installation have been fulfilled.
- 7.2. If the customer processes or transforms the delivery items, the customer and we shall be deemed to be manufacturers within the meaning of § 950 BGB; we shall acquire co-ownership of the new item in proportion to the invoice value of our delivery item as compared to the value added by processing.
 - 7.2.1. If the customer combines, mixes or commingles the delivery items with items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of our delivery items as compared to the value of the items not belonging to us. If the customer acquires sole ownership pursuant to § 947 (2) BGB, it hereby transfers to us co-ownership of the new item in proportion to the value of our delivery items as compared to the value of the items not belonging to us.

7.2.2. The provisions of this Section 7 shall apply accordingly to the new item created as a result of processing, transformation, combination, mixing or commingling.

7.3. The customer shall store, free of charge, the delivery items which are our property as well as the new item which is our property or co-owned by us pursuant to Section 7.2 above. The customer may resell these items in the ordinary course of business, but only against cash payment or subject to retention of title. It shall not be entitled to make any other dispositions, in particular transfer of ownership by way of security or pledging. The customer hereby assigns to us its claims arising from such resale, including all ancillary and preferential rights – including the corresponding claims arising from bills of exchange or cheques – until our claims have been fully satisfied. In the event of resale of an item created by processing, transformation, combination, mixing or commingling, the customer's claims to remuneration against the acquirer shall be assigned to us in the amount corresponding to our co-ownership share. In the event that the customer's claims are included in a current account relationship, the balance shall be assigned to us up to the amount of the sum of our claims, with priority over the remaining part of the balance. The customer shall be entitled, until revoked (Section 7.4), to collect the assigned claims in trust for us.

7.4. If the customer is in arrears, in whole or in part, with payment of our claims for more than two weeks, or if the conditions under Section 3 (Jeopardy of Claims) are met, we shall – without prejudice to any further statutory or contractual claims – be entitled:

7.4.1. to revoke the customer's collection authority; in this case, the customer shall be obliged to disclose the assignment to its debtors, to provide us with all information necessary for collection of the claims and to hand over to us all documents, including any bills of exchange and cheques;

7.4.2. to demand the surrender and return of the delivery items, insofar as these are still in the customer's possession; the customer shall provide us with a list of the delivery items still in its possession and shall allow us access to such items at any time. The repossession of the delivery items shall not constitute a withdrawal from the contract.

All costs associated with the collection of claims against third parties or with the repossession of the delivery items shall be borne by the customer.

7.5. The value of the delivery items taken back pursuant to Section 7.4 above shall be credited to the customer. This value shall be equal to half of the invoice price, excluding delivery, erection and installation costs. We may prove a lower value and the customer may prove a higher value; in particular, we shall be entitled to realize the items by private sale after having given two weeks' prior written notice to the customer.

7.6. The customer shall immediately notify us in writing – in the event of imminent loss of rights, initially by telephone with written confirmation thereafter – of any access by third parties to our delivery items, to the new item owned or co-owned by us pursuant to Section 7.2 above as well as to the claims assigned to us, and shall assist us in every way in our intervention against third parties. The costs of any necessary intervention shall be borne by the customer.

7.7. If the value of all security rights to which we are entitled under the above provisions exceeds the amount of the secured claims by more than 25%, we shall, at the customer's request, release a corresponding portion of the security rights at our discretion.

8. Defects, Duty to Inspect and Give Notice of Defects

8.1. Obvious defects in our deliveries and services and obvious damage to the packaging and the goods, an obvious discrepancy between the delivery items and the delivery note and the material numbers or product descriptions underlying the order, as well as differences in quantity, must be notified and complained of by the customer no later than two working days after receipt of the goods.

If the customer fails to give such notification and complaint, it shall be excluded from asserting claims based on defects or damages. Other duties of inspection and notification pursuant to § 377 of the German Commercial Code (HGB) shall remain unaffected.

8.2. Before the start of production (processing or installation), we shall be given the opportunity to sort out defective goods, to remedy defects or to deliver goods that are free from defects.

8.3. The customer shall only be entitled to claim reimbursement of additional expenses if this has been expressly agreed with us in writing.

8.4. The limitation period for claims based on defects and for defect-related claims for damages which are governed by the provisions on sales contracts and contracts for work and services shall be 12 months from the transfer of risk. The limitation period of 12 months shall not apply to claims of the customer based on injury to life, body or health, on intentional or grossly negligent breach of duty by us or our vicarious agents or on fraudulent concealment of a defect.

8.5. Claims based on defects shall not arise if the defect is due to non-compliance with operating, maintenance and installation instructions, unsuitable or improper use or storage, incorrect or negligent handling and natural wear and tear or interventions in the delivery item carried out by the purchaser or third parties.

8.6. Guarantees regarding quality and durability must be expressly agreed in writing in each individual case as such.

9. General Limitation of Liability

9.1. Irrespective of the provision under Section 4.6 above, we limit our liability for damages – regardless of the legal grounds – to typical, foreseeable damage under the contract. These limitations of liability shall not apply to claims under the German Product Liability Act (Produkthaftungsgesetz), in the event of assumption of a guarantee or of a procurement risk. The limitations of liability shall also not apply if we or our vicarious agents are charged with intent or gross negligence or if we are liable for injury to life, body or health or if our liability is based on the breach of essential rights and/or obligations which are a prerequisite for the proper performance of the contract or which are of fundamental importance to the creditor (cardinal obligations).

10. Place of Jurisdiction and Applicable Law

10.1. For disputes arising out of or in connection with our deliveries, the exclusive place of jurisdiction shall be Munich (district of the Regional Court I). However, we shall also be entitled to bring an action against the customer at its registered office or before any other competent court.

10.2. In the case of installation services, the place of jurisdiction shall be the registered office of the company performing the services in question.

10.3 The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

11. Severability Clause

Should individual provisions of these Terms and Conditions of Sale be wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In the event of invalidity or unenforceability of individual clauses, the parties shall replace them with a provision that comes as close as possible to what the parties intended to regulate.

12. Data Protection

We store personal data of the customer within the scope of the business relationship by means of electronic data processing.