

ATTEC International GmbH
General terms and conditions of sale
Version: June 2025

I. Contract content and conclusion

1. The terms and conditions of sale apply to all current and future contracts with businesses, legal entities under public law, and special public-law funds. They cover deliveries, services, and contracts for work. The buyer's purchasing conditions are not recognized, even if no explicit objection is raised.
2. Our offers are non-binding. An order only becomes binding through our confirmation in text form, unless we accept it by execution. Acceptance can occur within a reasonable period after receipt of the order.
3. Oral agreements, commitments, or guarantees made by our employees are only binding if confirmed by us in text form.
4. Commercial clauses are interpreted according to the latest Incoterms.

II. Prices and payment

1. Prices are quoted as ex works or warehouse, plus freight, handling, VAT, and import duties. Subsequent changes to the order entitle us to charge additional costs.
2. The prices stated in the order confirmation are not fixed. Changes in surcharges or discount systems up to delivery result in an adjustment, with the delivery date being decisive.
3. If external costs change more than four weeks after the contract is concluded, we may adjust the prices at the beginning of each month.
4. If the price increases by more than 10 %, the buyer may withdraw from the contract for the quantities affected within one week of becoming aware of the change.
5. Unless otherwise agreed or stated in our invoices, the purchase price is due immediately after delivery without deduction and must be available on the due date. This also applies if inspection certificates are missing or delayed. The costs of the payment transaction are borne by the buyer.
6. Any agreed cash discount applies only to the invoice amount excluding freight costs and requires full settlement of all outstanding liabilities. The discount period begins with the invoice date.
7. If it becomes apparent after contract conclusion that our payment claim is at risk due to the buyer's limited financial capacity, or if the buyer is significantly in default, we are entitled to refuse agreed advance performance and assert our rights under § 321 BGB. This also applies if our obligation to perform is not yet due. Additionally, we may demand immediate payment of all outstanding claims from the ongoing business relationship with the buyer. A lack of financial capacity is assumed if the buyer is in payment default for at least 10% of due claims for more than three weeks or if their credit limit with our trade credit insurance is significantly reduced.
8. If the payment deadline is exceeded or default occurs, we charge interest according to the statutory default interest rate, unless higher interest rates have been agreed. Additionally, a default fee of €40 applies. Further claims for damage remain reserved.
9. A right of retention or set off is only permitted if the counterclaims are undisputed, legally established, or arise from the same contractual relationship and would entitle the buyer to refuse performance under § 320 BGB.

III. Execution of deliveries and delivery dates

1. Our obligation to deliver is subject to proper, correct, and timely self-supply unless the defective or delayed self-supply is due to our fault. In the case of import transactions, our delivery obligation additionally depends on the timely receipt of necessary documents and import permits. We are entitled to withdraw from the contract if we have concluded a proper covering transaction but do not receive delivery due to circumstances beyond our control, such as the insolvency of our supplier. The same applies if the buyer has designated the supplier, but the supplier fails to meet their delivery obligations in full or on time.

2. Delivery times are non-binding unless otherwise agreed. Delivery periods begin with the date of our order confirmation and are only valid if all order details are clarified in a timely manner and the buyer's obligations are fulfilled. These may include official certificates, letters of credit, guarantees, advance payments, or approved drawings.
3. Compliance with delivery periods and dates is determined by the time of dispatch from our plant or warehouse. Deadlines are considered met even if dispatch readiness has been reported but the goods cannot be dispatched on time for reasons beyond our control.
4. The buyer is responsible for smooth acceptance of the goods and must inform us in advance of any difficult delivery conditions. The unloading must be carried out promptly and properly, with crane or forklift assistance provided. If unloading is supported by us or third parties, it is done without legal obligation and at the buyer's risk and expense.
5. Events of force majeure, including wars, natural disasters, or political unrest and their consequences, entitle us to postpone delivery for the duration of the disruption plus a reasonable restart time. This also applies to delays occurring during an existing delivery delay. Force majeure also includes currency and trade policy measures, official orders (e.g., anti-dumping and countervailing duty investigations), strikes, lockouts, operational disruptions not caused by us (e.g., fires, machine failures, raw material or energy shortages), pandemics and their consequences, as well as restrictions on transport routes or customs clearance delays.
6. If the insolvency of a supplier or other circumstances beyond our control significantly impedes delivery or makes it economically unreasonable, we are entitled to withdraw from the contract. This applies regardless of whether the circumstances affect us, the supplying plant, or another supplier. A contract dissolution can be affected by prompt declaration in text form.

IV. Retention of title

1. The delivered goods remain our property until full payment of the purchase price. The buyer is obligated to take all necessary measures to maintain our retention of title or a comparable security interest in their country of establishment or the destination country and to provide proof upon request.
2. The retention of title applies until the settlement of all claims arising from the business relationship, including future and contingent claims. Prepayment or cash transactions are excluded.
3. Processing or transformation of the reserved goods is carried out for us as the manufacturer according to § 950 BGB, without obligation on our part. The processed goods continue to be considered reserved goods. If the goods are combined or mixed with other goods, we acquire a proportional co-ownership of the new item. Our co-ownership rights are also considered reserved goods.
4. The buyer is only permitted to sell the reserved goods in the ordinary course of business under their usual conditions, provided they are not in default of payment. The resulting claims must be transferred to us; other dispositions are excluded.
5. Claims from the resale of reserved goods, including securities, are hereby assigned to us. We accept the assignment, and the claims serve as security to the same extent as the reserved goods. If the reserved goods are sold together with other goods not supplied by us, the assignment of the claim occurs in proportion to the invoice value of the reserved goods compared to the invoice value of the other goods. In the case of the sale of goods in which we hold co-ownership, the assignment occurs according to our co-ownership share.
6. The buyer may collect claims from the resale if we do not revoke this right. This right expires no later than in the event of payment default, dishonor of a bill of exchange, or insolvency filing. If our payment claims are at risk, we are entitled to revoke this right and request that the buyer inform their customers and provide collection documentation.
7. If the buyer has sold claims from resale under a genuine factoring arrangement, they hereby assign their present and future claims against the factor in the purchase and collection of these claims, insofar as they relate to our supplied goods, to us. We hereby accept this assignment.
8. The buyer must immediately inform us of any seizure or other impairments by third parties. They bear all costs necessary to lift such encroachments, separate or return the reserved goods unless reimbursed by third parties.
9. If the buyer defaults on payment, we are entitled to take back the reserved goods and liquidate them as best as possible, with the proceeds credited against the purchase price. The same applies if, after the contract is concluded, it becomes apparent

that our payment claim under this, or other contracts is at risk due to the buyer's lack of financial capacity. The repossession does not constitute contract termination. The provisions of the insolvency regulations remain unaffected.

10. If the invoice value of existing securities exceeds the secured claims, including ancillary claims (e.g., interest, costs), by more than 50%, we are obliged to release securities at the buyer's request at our discretion.

V. Test certificates and approvals

1. The provision of test certificates requires a written agreement. We are entitled to issue these certificates in copy form.
2. If approval has been agreed upon or if material standards require it, approval must take place immediately after notification of readiness at the delivery plant or our warehouse. The buyer bears the costs for approvals from third parties. The approval costs will be invoiced to the buyer according to our price list or the price list of the delivery plant.
3. If approval does not take place for reasons beyond our control, we are entitled to ship the goods without acceptance or store them at the buyer's expense and risk, we will be invoicing accordingly.
4. For approvals exceeding the agreed standards, the buyer assumes all associated risks and costs.

VI. Shipping, delivery, and transfer of risk

1. The carrier, freight forwarder, means of transport, and shipping route are determined by us.
2. Goods reported as ready for shipment must be collected immediately. If no collection occurs, we are entitled, after issuing a reminder, to ship or store the goods at the buyer's expense and risk and invoice them immediately.
3. If transport to the designated location or within the agreed time becomes impossible or significantly more difficult without our fault, we may choose an alternative route or delivery location. The buyer bears additional costs and will be given the opportunity to provide feedback beforehand.
4. The goods are generally delivered unpackaged and without rust protection. If packaging has been agreed upon, delivery will be made accordingly. Packaging, protection, and transport aids are provided based on experience and are at the buyer's expense, including disposal costs.
5. For pickup orders, the risk transfers to the buyer upon provision of the goods for collection. In all other cases, including carriage paid and free-house deliveries, the risk—including confiscation risk—transfers to the buyer upon handover to the carrier or freight forwarder, but no later than upon leaving the warehouse or delivery plant. Transport insurance is only arranged at the buyer's request and expense. Unloading and associated costs are borne by the buyer.
6. We are entitled to make partial deliveries to a reasonable extent; customary industry over- or under-deliveries are permissible.
7. In the case of continuous delivery, the buyer must schedule call-offs and sort allocations for evenly distributed monthly quantities. Otherwise, we may determine the specifications at our reasonable discretion. Call-off orders must be completed within 365 days. After the deadline, we may store uncalled goods at the buyer's expense and risk and invoice them accordingly.

VII. Liability for material defects

1. The goods primarily conform to the agreed specifications in accordance with contractually established standards, grades, and technical requirements. References to standards, test certificates, or markings such as CE and GS do not constitute assurances or guarantees.
2. We are not liable for specific uses of the goods. The buyer must verify suitability for their intended use unless we have explicitly agreed to it in text form no later than at the time of the contract's conclusion.
3. If the agreed specifications are met, the buyer cannot assert claims if the goods are unsuitable for ordinary use or do not meet expected usual quality standards.
4. Legal provisions apply to the inspection of goods and the notification of defects. Test certificates must be reviewed after delivery, and defects must be reported in text form within five days. Transport damage can only be considered if noted on the

delivery receipt. The notification obligations of the German Freight Forwarders 'General Terms and Conditions' apply. Defects that cannot be identified immediately despite careful inspection must be reported promptly upon discovery in text form.

5. Customary industry tolerances regarding quantity, dimensions, surface finish, and form remain reserved.
6. The buyer must conduct a sample-based inspection of essential product characteristics before installation or application and report defects immediately. If they fail to do so, defect claims can only be asserted if the defects could not have been identified through sampling. This does not apply to fraudulently concealed defects or explicit guarantees of quality.
7. For pre-processing steps or use of the goods in the production of a new product before installation, we are only liable for the buyer's costs or damages, particularly expenses related to re-manufacturing or restoration, in cases of culpable breach of duty. This also applies if the processed goods retain their original characteristics after modification by the buyer.
8. We do not assume liability or warranty for processing conducted outside the seller's production facilities.
9. If a timely and justified defect complaint is submitted, we may choose between rectification or replacement delivery. If remedial performance fails or is refused, the buyer is entitled to statutory rights. If the defect is insignificant or the goods have already been sold, processed, or altered, the buyer may only demand a reduction in the purchase price.
10. Only direct costs for removal and installation of defective goods and their replacement are eligible for reimbursement. These must be market standards and substantiated by appropriate documentation. Consequential costs such as lost profits, operational downtime, or additional expenses for replacement procurement are not reimbursable (§ 439 (3) BGB). The buyer is not entitled to advance payments for removal and installation costs or other remedial performance expenses.
11. We will cover expenses for remedial performance only if they are not disproportionate. Disproportionate costs arise if removal and installation expenses exceed 150 % of the product value or 200 % of the reduced value. If the final contract in the supply chain is a consumer goods purchase, compensation is limited. Costs for independent defect rectification without legal basis as well as removal and installation costs for processed goods are not reimbursable.
12. After agreed acceptance, defect claims are excluded if the defects were recognizable during acceptance. Claims may only be asserted in cases of fraudulent concealment or a warranty guarantee.
13. If the buyer refuses to allow us to inspect the defect, especially by failing to provide the disputed goods or samples for testing purposes promptly, all rights to claim material defects lapse.
14. No claims for material defects exist for downgraded material.
15. Recourse claims under § 445a BGB are excluded unless the final contract in the supply chain concerns consumer goods purchase. § 478 BGB remains unaffected

VIII. Limitation of liability and statute of limitations

1. We are liable for breaches of contractual and non-contractual obligations—including impossibility, delay, negligence in contract initiation, and tort—only in cases of intent and gross negligence. In the case of gross negligence, our liability is limited to the foreseeable, contract-typical damage at the time of contract conclusion. Further liability, especially for defects or consequential damage, is excluded by our executives and vicarious agents.
2. These liability limitations do not apply in cases of culpable violation of essential contractual obligations that jeopardize the contract's purpose or whose fulfillment enables proper contract execution and on which the contracting party regularly relies. They also remain unaffected for culpably causing damage to life, body, or health, as well as for any warranty undertaken regarding the quality of the goods. Mandatory liability under the Product Liability Act remains intact. The burden of proof rules remains unaffected.
3. Claims of the buyer arising from the delivery of goods expire one year after delivery unless otherwise agreed. Contrary to § 445b para. 1 BGB, this also applies to claims under § 445a para. 1 BGB, unless the final contract in the supply chain pertains to a consumer goods purchase. The suspension of expiry under § 445b para. 2 BGB ends no later than three years after delivery. Our liability and statute of limitations remain unaffected for construction defects, intentional or grossly negligent breaches, damage to life, body, or health, and mandatory liability under the Product Liability Act. The same applies to statutory recourse claims. A remedy suspends the limitation period for three months but does not restart it.

4. When importing goods into third countries outside the EU, the buyer is responsible for compliance with applicable regulatory safety requirements and product liability laws if they exceed European regulations. If claims are made against us due to non-compliance with such regulations, the buyer is obliged to indemnify us upon first request.
5. The indemnification includes reimbursement of all defense costs, particularly legal and court fees.

IX. Protective measures

1. When certain goods are imported into the EU, they are subject to tariff quotas in accordance with the current version of Implementing Regulation (EU) 2019/159. If the quotas are exhausted, an additional tariff of 25% is imposed.
2. Our import obligation and delivery date are only valid if the tariff quota is not exhausted or critical at the time of import. Otherwise, we may postpone the delivery date by up to three months until importation is possible without an additional tariff.
3. If, after importation, it is determined that the tariff quotas were already exhausted, critical, or overbooked on the day of import - without this being recognizable to us through publicly available documents - The buyer bears the resulting additional tariff (or their proportional share) or the corresponding security deposit. We are entitled to charge them for the resulting additional costs beyond the agreed purchase price.
4. The buyer may request delivery at any time, assuming responsibility for any additional tariff that may apply.

X. Place of performance, jurisdiction, applicable law, and data protection

1. The place of performance for deliveries and payments is Düsseldorf. If the buyer is a merchant, a legal entity under public law, or does not have a general place of jurisdiction within Germany, Düsseldorf shall be the exclusive place of jurisdiction. We reserve the right to bring legal action against the buyer at another permissible jurisdiction.
2. The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) in its current version is excluded.
3. Customer data is stored and processed in accordance with the GDPR.

XI. Export Control and sanctions

1. Upon conclusion of the contract, or at the latest upon acceptance of the delivery, the buyer confirms that they will not conduct any transactions with the goods that violate export regulations or EU sanctions. Any onward transfer, relocation, or export must comply fully with applicable export control laws.
2. The buyer must ensure that no persons, organizations, or entities involved in the execution of the contract are listed on the applicable anti-terror or sanctions lists of the European Union or the United Nations. The same applies to those listed on anti-terror and sanctions lists of other governments.

XII. Governing Version

In case of doubt, the German version of these General Terms and Conditions of Sale shall prevail.