

General Terms and Conditions of Sale (Status: April 2024)

ZOLLERN GmbH & Co. KG



I. Scope of application

- 1 We conclude contracts with traders (Sections 310 (1), 14 German Civil Code (BGB)), legal entities under public law and special funds under public law for deliveries and services to be provided by us only in accordance with our General Terms and Conditions of Sale (GTCS) valid at the time.
- 2 Our GTCS shall also apply to all future contracts in the ongoing business relationship with the customer. The customer can view our GTCS at any time on the Internet at www.zollern.com/en/downloads/ and download them at any time. We can also send them to him free of charge at any time on request.
- 3 Our GTCS also apply to contracts concluded via our b2b online shop "yourZOLLERN" (hereinafter referred to as "Online Shop").
- 4 Any terms and conditions of business of the customer that conflict with or deviate from our GTCS or are unilateral to the customer's general terms and conditions shall not apply even if we do not expressly object to them or render or accept services without reservation, unless we have expressly agreed to such terms and conditions in writing in individual cases.

II. Conclusion of contract, contract documents

- 1 Our offers are subject to change and non-binding, unless we have declared otherwise in writing. We may freely revoke them until receipt ("Zugang" – hereinafter "receipt") of the customer's order.
- 2 An order placed by the customer shall only become binding upon receipt of our order confirmation or invoice or upon delivery of the goods to the customer. Our order confirmation or invoice is decisive for the scope and content of the contract. If the order confirmation contains obvious mistakes, typing or calculation errors, it is not binding upon us.
- 3 If the customer's order is preceded by our binding offer, the contract is already concluded by the order. If the customer's order deviates from our binding offer, the contract shall only be concluded upon our order confirmation or invoice or upon delivery of the goods to the customer.
- 4 The goods presented in our Online Shop do not constitute legally binding offers to conclude a purchase contract, but rather a non-binding online catalogue.
- 5 If a price is specified for the goods in the Online Shop, the customer can select the goods to be placed in the shopping basket by clicking the "ADD TO CART" button. Afterwards the customer submits a legally binding offer for the goods contained in the shopping basket by clicking on the "CREATE ORDER" button in the Online Shop. The offer is document for the customer to view in the Online Shop and can be downloaded by the customer as a PDF document. The offer is assigned the status "Pending" in the Online Shop. This confirmation of receipt does not constitute acceptance of the contract. A contract is only concluded upon receipt of our order confirmation or invoice or upon delivery of the goods to the customer.
- 6 If a price for the goods is not specified in the Online Shop, the customer can select the goods to be placed in the shopping basket by clicking on the "ADD TO CART" button. Afterwards the customer submits a non-binding enquiry for the submission of an offer by clicking on the "REQUEST OFFER" button in the Online Shop. The enquiry is document for the customer to view in the Online Shop and can be downloaded by the customer as a PDF document. The enquiry is assigned the status "Pending" in the Online Shop. This confirmation of receipt does not constitute an offer to conclude a contract. We are not obliged to submit an offer to the customer on the basis of his enquiry. Should we wish to fulfil the request, we will submit a non-binding offer to the customer. If the customer orders on the basis of this offer, the contract is concluded upon receipt of our order confirmation or invoice or upon delivery of the goods to the customer.
- 7 The information contained in our brochures, catalogues and other printed matter, such as illustrations, drawings, weights and dimensions, are non-binding unless we have expressly designated them as binding. The same applies to details of the works. They do not constitute a guarantee or agreement of a corresponding quality or durability of the deliveries and services, unless they have been

expressly agreed as such in writing.

- 8 We reserve all property rights and copyrights to all models, production facilities, illustrations, brochures, calculations and other documents. They may not be made accessible to third parties by the customer without our express written authorisation. This applies in particular to documents that are labelled as "confidential".
- 9 Our silence in response to offers, orders, requests or other declarations by the customer shall only be deemed to constitute consent if this has been agreed in writing in advance.

III. Prices, price adjustment, payments

- 1 Our prices are ex works or ex warehouse and do not include packaging, freight, postage, value protection and transport insurance, unless otherwise agreed in writing. The costs incurred in this respect, in particular for packaging and transport of the products, shall be invoiced separately. Added to this is the sales tax. In the case of agreed foreign deliveries, the customer shall bear the costs of customs clearance. Discounts, rebates or bonuses shall only be granted if agreed separately in writing.
- 2 If an increase in costs occurs between conclusion of the contract and delivery for which we are not responsible, in particular the costs for wages (e.g. due to collective agreements), raw materials, energy, freight, public charges and/or if circumstances arise due to the economic situation which lead to an increase in costs for the manufacture and/or purchase of our products, the agreed price may be increased appropriately in accordance with the influence of these cost factors without a profit mark-up, unless the customer sells the goods to a consumer.
- 3 Our prices are calculated on the basis of the agreed order quantities. If no binding order quantities have been agreed, our calculation shall be based on the agreed target quantities. If the target quantity is not reached, we are authorised to increase the price per unit appropriately.
- 4 Our claims shall become due on the earliest collection date stated in our notification of readiness for delivery or, if delivery has been agreed, upon delivery of the goods to the customer, unless a later payment date has been agreed in writing.
- 5 Payments are to be made in EURO to a bank designated by us free of deductions, charges and costs. If a payment is made in another currency on the basis of a special written agreement, the relevant exchange rate shall be the EURO reference rate of the European Central Bank at the time the payment is due.
- 6 Payment and discount periods granted by us shall commence on the invoice date. Agreed discount deductions are only permissible if our customer is not in arrears with other claims arising from our business relationship. Timeliness of payment shall be determined by the corresponding credit entry in our business account.
- 7 We reserve the right to use payments to settle the oldest invoice items due, including interest and costs incurred, in the order in which they are due: costs, interest, principal claim.
- 8 If the customer does not effect payment within two days of receipt of our notification of readiness for delivery or, in the case of agreed delivery, within two days of delivery, he shall be in default unless he receives our invoice beforehand or an agreed payment date has expired beforehand. In these cases, the customer shall already be in default if he does not effect payment no later than one day after receipt of the invoice or on the payment date. In commercial business transactions, we shall initially charge interest on arrears of 5 percentage points p.a. from the due date (in accordance with Clause III.4); from the date of default, we shall charge interest on arrears of 8 percentage points p.a. above the respective base rate.
- 9 Payment terms granted shall be cancelled if we become aware of a significant deterioration in the customer's financial situation or if our customer provides incorrect or incomplete information about his creditworthiness or fails to provide such information despite being requested to do so. In these cases, outstanding claims shall become due immediately insofar as the customer is not entitled to any rights to refuse performance. Furthermore, we can assert our security rights and make outstanding deliveries dependent on the provision of appropriate security or advance payment. If the customer refuses to do so, we may withdraw from the contract insofar as we have not yet rendered our service, without the customer being able to derive any rights from this.
- 10 Bills of exchange and cheques shall only be accepted by special agreement and on account of performance ("erfüllungshalber") which

means that the debt will only be deemed extinguished if the bill of exchange or cheque has actually been paid. Bills of exchange must be discountable. Bill of exchange and discount charges shall be borne by the customer; they shall be charged from the due date of the invoice amount and are payable immediately. The term of the bill of exchange may not exceed 90 days after the invoice date.

- 11 The customer may only offset against our claims if his counterclaim is undisputed or has been legally established by a final non-appealable court decision (*res judicata*) or if the facts which are essential for the decision of the case have been sufficiently clarified ("Entscheidungsreife"). The same applies to the assertion of a right to refuse performance or a right of retention. Furthermore, the customer may only base a right of retention on claims arising from the same contractual relationship on which his obligation is based and may only assert such a right if we have not provided adequate security despite the customer's written request.
- 12 We are entitled to offset all claims to which we are entitled against the customer against all claims to which the customer is entitled against us, irrespective of the legal grounds.

IV. Scope of delivery, call-off orders, transfer of risk, packaging

- 1 Our order confirmation is decisive for the scope of delivery.
- 2 In the case of contracts with continuous delivery, call-offs and sorting for approximately equal monthly quantities shall be submitted to us; otherwise, we shall be authorised to make the determinations ourselves at our reasonable discretion.
- 3 If the individual call-offs exceed the contractual quantity in total, we shall be entitled, but not obliged, to deliver the excess quantity. We may invoice the excess quantity at the prices valid at the time of the call-off or delivery.
- 4 In the case of call-off orders, goods notified as ready for dispatch must be called off immediately, otherwise we shall be entitled, after issuing a reminder, to dispatch them at the expense and risk of the purchaser at our discretion or to store them at our discretion and invoice them immediately.
- 5 The customer is obliged to inform himself about any changes to catalogue products using the relevant product documentation before placing any order. Even a repeated purchase of a certain product does not lead to a claim by the customer to be able to purchase certain products permanently in an unchanged form (with regard to the choice of material, the specification and the design).
- 6 The delivery condition ex works (EXW Incoterms 2010) shall apply, unless otherwise agreed in writing. The risk of price and performance shall pass to the customer at the end of our normal business hours on the earliest collection date stated in our notice of readiness for delivery, but in the case of an obligation to deliver a non-specific object which is characterized by general features only ("Gattungsschuld") the said risks will only be transferred if we have actually separated the goods to be collected or delivered. Goods shall only be dispatched by written agreement and at the customer's risk.
- 7 If dispatch is delayed due to circumstances for which the customer is responsible or if the customer is in default of acceptance, the risk shall pass to the customer upon notification of readiness for dispatch.
- 8 Changes to the scope of delivery by the customer require our written consent to be effective. Delivery dates and prices shall be adjusted accordingly by us at the customer's expense.
- 9 We are authorised to make technical changes at any time, provided they serve to improve the product. In particular, we reserve the right to make changes to the design and shape of the products insofar as the deviations are customary in the industry or insofar as the deviations are within the DIN tolerances or insofar as the changes are not significant and reasonable for the customer. The same applies to the choice of material, the specification and the design.
- 10 If we are obliged to take back packaging in accordance with the Packaging Act and the customer makes use of an existing return option, the customer shall bear the costs of the return transport of the packaging.

V. Cross-border deliveries

- 1 In the case of cross-border deliveries, the customer is responsible for submitting all declarations and actions necessary for export from Germany and import into the country of destination to the competent authorities in good time. In particular, he is responsible for obtaining the documents required for customs clearance and for meeting the requirements of any export controls or other restrictions on marketability.
- 2 Our deliveries are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes or other sanctions.
- 3 Delays due to export inspections or authorisation procedures or other requirements or procedures under applicable export control laws or regulations shall suspend agreed deadlines and delivery dates and extend delivery times accordingly; delivery dates shall be postponed accordingly.
- 4 We reserve the right to withdraw from the contract in the event of the subsequent introduction of export or import bans and general trade embargoes. A claim for damages arising from the failure to perform or from other rights is excluded.

VI. Delivery dates and periods, delays in delivery

- 1 Agreements on delivery times (delivery periods and dates) must be made in writing. Delivery periods and dates are non-binding unless they are designated as binding by us in writing in advance.
- 2 Fixed dates require our written confirmation. Partial deliveries to a reasonable extent are permissible.
- 3 Delivery periods shall commence on the date of our order confirmation. Delivery periods and dates shall be deemed to have been met if we have notified the customer that the goods are ready for collection or dispatch by the time they expire.
- 4 Delivery periods and dates are subject to the clarification of all technical and commercial issues. They shall apply subject to the timely and proper fulfilment of the obligations incumbent on the customer (e.g. submission of the documents to be procured by the customer, other provisions, approvals and release or payment of a deposit). Corresponding delays in deliveries shall be borne by the customer.
- 5 Adherence to the delivery time is subject to proper, in particular timely, self-delivery, unless we are responsible for the reason for the improper self-delivery. If we are unable to make deliveries or provide services because we are not supplied by our own suppliers, although we have concluded congruent hedging transactions, we shall be released from our obligation to perform and may withdraw from the respective contract concerned. We will inform the customer of this. We will reimburse the customer for any consideration already provided. The customer shall not be entitled to any further claims in such a case.
- 6 If the customer specifies a desired delivery date in the Online Shop, this is to be regarded as a non-binding suggestion. This is in no way binding for us. The delivery date calculated individually for the customer will be communicated to him as soon as it is fixed.
- 7 Any contractual penalties from the customer due to exceeding the delivery time or delivery date are expressly rejected.

VII. Force majeure

- 1 Delays in delivery due to force majeure, such as in particular fire damage, floods, earthquakes, natural disasters, war (declared or undeclared), strikes, lawful lockouts, labour disputes, piracy, acts of sabotage, terrorist threats, riots and civil unrest, epidemics and pandemics, as well as energy and raw material shortages and unforeseeable extraordinary events such as sovereign measures, traffic disruptions, etc. shall release us from our obligation to deliver and perform for as long as they last, plus a reasonable restart period thereafter, or in the event of impossibility in full, insofar as we are not responsible for the disruption or if the above-mentioned circumstances affect our subcontractors.
- 2 If the circumstances persist for a period of more than 90 days, we are entitled to withdraw from the contract.

VIII. Property rights of third parties

- 1 It is the sole responsibility of the customer to ensure that, on the basis of its quality specifications for the goods and their further processing,

the property rights or other rights of third parties are not infringed.

- 2 If a claim is asserted by a third party on the basis of a quality agreement of the customer due to an infringement of an industrial property right, the customer shall, at his discretion and at his own expense, either obtain a right of use for the relevant quality specifications or modify them in such a way that the industrial property right is not infringed. In this respect, the customer shall indemnify us in full against all third-party claims, including the costs of legal defence and/or prosecution, upon first written request.
- 3 Our claims for infringement of property rights or other defects of title shall become time-barred 10 years after the transfer of risk.

IX. Claims for defects (warranty)

- 1 We are only obliged to deliver goods of average type and quality, taking into account customary tolerances with regard to type, quantity, quality and packaging.
- 2 In the case of customised products, excess or short deliveries of up to 10% shall not constitute a defect.
- 3 The goods are in conformity with the contract if they do not deviate or deviate only insignificantly from the agreed specification at the time of the transfer of risk; conformity with the contract and freedom from defects of our goods shall be measured exclusively in accordance with the express agreements on the quality and quantity of the goods ordered. Liability for a specific purpose, suitability, durability, functionality or compatibility is only assumed to the extent that this has been expressly agreed; otherwise, the risk of suitability and use is the sole responsibility of the customer. Nor does it depend on the normal use of the goods or the quality of the goods that the customer can expect without further agreement. We are not liable for deterioration or destruction or improper handling of the goods after the transfer of risk.
- 4 In particular with regard to the intended use of our goods, the customer shall be responsible for the proper design of the goods, taking into account any safety regulations and the necessary test procedures, for the correctness and completeness of his technical delivery specifications and the technical documents and drawings provided to us. This also applies if changes are proposed by us that are approved by the customer. The customer is responsible for checking whether the products are suitable for the intended use with the data stated in the specification or the data sheet.
- 5 Natural wear and tear, in particular of wearing parts, improper handling, assembly, use or storage or improperly carried out modifications or repairs of the products by the customer or third parties shall not constitute a defect. The same applies to defects which are attributable to the customer or which are due to a technical cause other than the original defect.
- 6 If acceptance has been agreed, the provisions of Section 640 of the German Civil Code (BGB) shall apply to acceptance with the following provisos. Acceptance can only take place at the supplying plant or our warehouse immediately after notification of readiness for acceptance. The customer shall bear the costs of acceptance. If, through no fault of our own, the goods are not accepted, not accepted on time or not accepted in full, we shall be entitled to dispatch the goods without acceptance or to store them at the customer's expense and risk and to invoice them to the customer.
- 7 The contents of the agreed specification and any expressly agreed intended use do not constitute a guarantee; the assumption of a guarantee requires a written agreement.
- 8 If there is a defect in the delivered goods, the customer is only entitled to demand subsequent remedy ("Nachbesserung") of the goods. We may, at our discretion - taking into account the interests of the customer - provide subsequent fulfilment either by replacement delivery or rectification. If the material defect is not significant, the customer is only entitled to a reduction in price.
- 9 If the subsequent remedy fails or does not take place within a reasonable period of time set by us, the customer may withdraw from the contract or reduce the purchase price. The customer's right to withdraw from the contract in the event of defects is excluded if we are not responsible for the defect. Damages can only be claimed under the conditions set out in Clause X.
- 10 We may refuse subsequent remedy if it is only possible at disproportionate cost. Disproportionality is generally deemed to

exist if the direct costs of subsequent remedy, including the necessary expenses, exceed 150% of the final invoice price (excluding VAT) of the goods concerned. Excluded are costs in connection with the installation and removal of the defective item, as well as costs incurred by the buyer for the self-remedy of a defect, without the legal requirements being met.

- 11 The place of performance for subsequent remedy is the agreed destination of the good. If the good has been moved by the customer to a location other than the contractually agreed destination and the costs of subsequent remedy increase as a result, the additional costs shall be borne by the customer on the basis of our price list valid at the time of performance, which will be provided to the customer on request. Insofar as additional costs incurred abroad are to be borne by the customer, these shall be based on the billing rates applicable in the respective country.
- 12 The customer will always support us in analysing faults and rectifying defects. He must take the necessary and reasonable measures to limit and prevent damage.
- 13 In the event of a defect, the customer must immediately take the necessary measures to protect persons and property. We must be informed in writing. If it is necessary for the protection of persons and property, the goods concerned must no longer be used unless we have given our written approval.
- 14 The statutory inspection and complaint obligations pursuant to Section 377 of the German Commercial Code (HGB) shall apply, with the proviso that the customer must report obvious defects without undue delay ("unverzüglich"), at the latest within one week of delivery of the goods, whereby the timely dispatch of the written notice of defects is sufficient to meet the deadline. Initial sample approvals by our customer do not release the customer from its obligations to inspect and give notice of defects, nor do they restrict these obligations.
- 15 The warranty period is 12 months. In the case of delivery ex works, it shall commence upon collection, otherwise upon delivery of the goods. The limitation period shall not begin to run again in the event of subsequent fulfilment.
- 16 Repairs and replacement deliveries by us on the basis of a notification of defects by the customer shall be made without prejudice and shall only lead to a recommencement of the limitation period in the event of an express declaration of acknowledgement.
- 17 Liability for defects is excluded for the purchase of used goods, unless otherwise agreed.

X. Liability

- 1 Claims for damages by the customer, regardless of the legal grounds, as well as claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based either on a wilful or grossly negligent breach of duty or on an at least negligent breach of a contractual obligation, the fulfilment of which characterises the contract and on which the customer may rely (material contractual obligation – "wesentliche Vertragspflicht"); in the latter case, liability shall be limited to the amount of damage foreseeable at the time of conclusion of the contract and typical for the contract.
- 2 The above limitation of liability according to Section X.1 also applies to the personal liability of our employees, representatives and executive bodies/officers ("Organe") as well as for our vicarious agents and other persons engaged by us in the performance of the contract ("Erfüllungsgehilfen").
- 3 The limitations of liability according to clauses X.1 and X.2 do not apply to damages resulting from injury to life, limb, health or freedom, in the case of liability under the "Produkthaftungsgesetz" (German Product Liability Act) or insofar as we have, by way of exception, given a guarantee.
- 4 We shall not be liable for damage for which we are not responsible, in particular if the customer has not implemented a repair recommendation issued by us, for damage caused by the customer through unsuitable and improper use and omission, faulty assembly or commissioning, which is due to excessive wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, or which is due to external causes or influences beyond our control.

XI. Product liability

- 1 If the customer modifies the product or uses it for purposes other than those for which it is intended, he does so at his own risk.
- 2 In the event of a modification of the product or use of the product outside the intended purpose in accordance with Section XI.1, the customer shall indemnify us internally against all resulting third-party claims, regardless of the legal grounds, unless the customer has not acted culpably.
- 3 If we are prompted to issue a product recall or warning due to a product defect in the products or if we deem a product recall to be appropriate for safety reasons, the customer shall cooperate to the best of its ability in the measures that we deem necessary and appropriate and support us in these, in particular in determining the necessary customer data.

XII. Limitation period

- 1 In deviation from Section 195 BGB (German Civil Code), the regular limitation period for customer claims which starts to run from the time of (hypothetical) awareness of the conditions justifying the claim and of the identity of the obligor is 18 months. Its commencement is governed by Section 199 (1) BGB (German Civil Code). In deviation from Section 199 (3) No. 1 BGB, the limitation period for the customer's claim for damages which starts to run regardless of the (hypothetical) awareness of the conditions justifying the claim and of the identity of the obligor is five years, starting from the date on which the claim coming into existence.
- 2 Notwithstanding Section XII.1, contractual claims for damages and claims for reimbursement of futile expenses of the customer based on a defect of the goods as well as the right to subsequent performance ("Nacherfüllung") pursuant to Section IX.8 shall become statute-barred after 12 months. Recourse claims according to Sections 478 et seq. BGB (German Civil Code) remain unaffected by this.
- 3 Sections XII.1 and XII.2 Clause 1 shall not apply in the event of a wilful or grossly negligent breach of duty or a breach of material contractual obligations or in the cases specified in section XI.3. The statutory limitation periods apply here.
- 4 Our payment claims and interest claims become time-barred after five years, unless a longer period is stipulated by law.

XIII. Extended and prolonged retention of title ("erweiterter/verlängerter Eigentumsvorbehalt")

- 1 We reserve title to the delivered goods ("goods subject to retention of title") until full settlement of our claims against the customer ("secured claims") and the encashment of all cheques and bills of exchange. Secured receivables are all current and future claims arising from the business relationship with the customer, including any current account balance receivables.
- 2 The customer is obliged to store the reserved goods carefully for us, to maintain and repair them at his own expense and to insure them against loss and damage at replacement value within the scope customary for a prudent businessman and to provide us with evidence of this without undue delay ("unverzüglich") upon request by written confirmation from the insurer. The customer hereby assigns his claims to corresponding insurance benefits to us in advance. We accept the assignment.
- 3 The customer shall process the goods subject to retention of title on our behalf. We become the owner of the new items. The processing, mixing or combination of the reserved goods with other goods shall also be carried out on our behalf. We shall acquire co-ownership of the new item thus created in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. If the goods are combined or mixed with a main item that does not belong to us, the customer hereby assigns his rights to the main item to us in advance. We accept the assignment. New items and main items within the meaning of this Clause XIII.3 shall also be deemed to be goods subject to retention of title.
- 4 The customer is authorised to dispose of the goods subject to retention of title in the ordinary course of business as long as he is not in default of payment. This shall not apply if and to the extent that a prohibition of assignment has been agreed between the customer and its purchasers with regard to the customer's claim to the purchase price or remuneration for work. The customer is not

authorised to pledge, assign as security or otherwise encumber the reserved goods. The customer may also not assign his claims from the resale of the reserved goods in order to have them collected by way of factoring, unless he irrevocably obliges the factor to effect the consideration directly to us to the extent that secured claims exist.

- 5 The customer is obliged to secure our rights in the amount of the secured claims when reselling the reserved goods, insofar as this is feasible in the ordinary course of business. This can be done by the customer making the transfer of ownership of the goods sold by him to his customers dependent on their full payment.
- 6 If the goods subject to retention of title are sold by the customer, he hereby assigns to us in advance his claims against his customers or third parties arising from the resale (including any balance claims from current accounts) with all security and ancillary rights, including claims from bills of exchange and cheques in the amount of the secured claims. We accept the assignment. If the subject to retention of title goods are sold together with other items at a total price, the assignment shall be limited to the proportionate amount of the customer's invoice for the reserved goods also sold. If goods are sold in which we have acquired co-ownership in accordance with Clause XIII.3, the assignment shall be limited to that part of the claim which corresponds to our co-ownership share.
- 7 The customer may collect the claims assigned to us in accordance with Sections XIII.2 and XIII.6 in his own name and for our account unless we revoke this authorisation. Our right to collect the assigned claims ourselves remains unaffected by this. However, we shall not collect the assigned claims ourselves and shall not revoke the customer's direct debit authorisation insofar as the customer does not fall into arrears with its payment obligations or its financial situation deteriorates significantly. In such a case, the customer is obliged to provide us with all information and documents necessary to assert the assigned claims.
- 8 In the event of default or a significant deterioration in the customer's financial situation or other not insignificant breaches of duty by the customer, the customer undertakes to surrender the goods subject to retention of title, subject to Section 107 (2) InsO (German Insolvency Act). This obligation is independent of a cancellation or a grace period. The customer hereby authorises us to enter his business premises to collect the goods. We are entitled to resell returned goods in the ordinary course of business and to offset the realisation costs and our other claims against the customer against the proceeds. The return of the goods subject to retention of title shall only take place by way of security; this shall only constitute a cancellation of the contract if expressly declared in writing. When calculating the compensation for use in the event of cancellation, the reduction in value that has occurred in the meantime must also be taken into account.
- 9 The customer must inform us without undue delay ("unverzüglich") of any enforcement measures taken by third parties against the reserved goods or the claims assigned to us or other securities, providing the information necessary for an intervention; this also applies to impairments of any other kind. If the third party is unable to reimburse us for the court or out-of-court costs incurred in this connection, the customer shall be liable for such costs.
- 10 We undertake to release the securities to which we are entitled in accordance with the above provisions at the customer's request to the extent that the value realisable from the securities exceeds 110% or the estimated value of the goods subject to retention of title exceeds 150% of the claims to be secured. We shall be responsible for selecting the goods subject to retention of title to be released. The realisable value is the realisation proceeds to be achieved for the reserved goods in the event of (hypothetical) insolvency of the customer at the time of our decision on the request for release. The estimated value is the market price of the reserved goods at that time.
- 11 If the retention of title is not effective under the foreign law of the country in which the reserved goods are located, the customer must provide equivalent security at our request. If he does not comply with this request, we may demand immediate settlement of all outstanding invoices.

XIV. Storage and processing of personal data

- 1 We are authorised to process and store the personal data provided by the customer to initiate and execute the contract for the purpose of processing the contractual relationship.
- 2 We and the customer will comply with the applicable data protection

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ZOLLERN GmbH & Co. KG



regulations, in particular the European General Data Protection Regulation (GDPR).

XV. Place of performance (“Erfüllungsort”), Place of jurisdiction, applicable law

- 1 The place of performance (“Erfüllungsort”) is our business domicile in Sigmaringendorf-Laucherthal.
- 2 The place of jurisdiction for all disputes arising from commercial transactions with merchants who have been entered in the commercial register (“Vollkaufleute”) and legal persons under public law is Stuttgart for both parties (Section 38 ZPO – German Code of Civil Procedure). This also applies to bill of exchange and cheque processes (“Wechsel-/Scheckprozess”). However, we may also sue our customer at his general place of jurisdiction (“allgemeiner Gerichtsstand”). Arbitration clauses are contradicted.
- 3 German law applies. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG - "Vienna Sales Convention") is excluded.

XVI. Severability clause

If individual provisions of these GTCS or of the delivery transaction are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or remaining parts of such clauses.

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