



Terms and Conditions (GTC)

1. Scope

1.1 We conclude contracts with entrepreneurs (§§ 310 Paragraph 1, 14 BGB), legal entities under public law and special funds under public law for deliveries and services to be provided by us only under these General Terms and Conditions (GTC).

1.2 Our General Terms and Conditions also apply to all future contracts in the ongoing business relationship with our customer. The customer can access and download our general terms and conditions at any time on the Internet at www.cgtek.de. If requested, we can also send them to you free of charge at any time. We send foreign customers the General Terms and Conditions in the contract language at the latest with every offer and every order confirmation.

1.3 Any business or purchasing conditions of the customer are hereby contradicted. The customer's terms and conditions of business or purchasing that conflict with our General Terms and Conditions, deviate from them, are supplementary or unilateral, do not apply even if we do not expressly contradict them or provide or accept services without reservation, even if they are included in an order text; unless we have expressly agreed to such conditions in writing in individual cases.

2. Conclusion of contract, contract documents

2.1 If the customer's order is preceded by our offer, the contract is concluded through his order. If the customer's order deviates from our offer, the contract is only concluded when we confirm the order. If our offer is "subject to change", we are free to revoke it until we receive the order. If we reserve the right to prior sale in our offer, we are entitled to sell the goods elsewhere until we receive the order.

2.2 If the customer submits an offer to us, the contract is only concluded 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.

2.3 The customer is bound to his offer for at least four weeks from receipt by us.

3. Prices, price adjustment, payments

3.1 Our prices are ex works or warehouse (Ex Works Incoterms 2010) and do not include packaging, freight, postage, value protection and transport insurance. In addition, there is the respective statutory sales tax. For agreed deliveries abroad, the customer bears customs duties including the costs incurred for customs clearance (e.g. the costs of a customs agent). Cash discounts, discounts or bonuses will only be granted if separately agreed in writing.

3.2 Our prices are calculated based on the agreed order quantities. If no binding order quantities have been agreed, our calculation is based on the agreed target quantities. If the target quantity is not met, we are entitled to increase the price per unit at our reasonable discretion.

3.3 Our claims are due on the earliest collection day stated in our notification of readiness for delivery or, if delivery has been agreed, when the goods are delivered to the customer, unless another payment date has been agreed in writing.

3.4 Payments are to be made in EURO, free of deductions, fees and charges, to a bank designated by us. If a payment is made in another currency based on a special written agreement, the relevant exchange rate is the EURO reference rate of the European Central Bank at the time the payment is due.

3.5 Payment and discount periods granted by us begin with the invoice date. Agreed cash discounts are only permitted if our customer is not in default with other claims from our business relationship. The discount only applies to the net invoice value excluding freight.

3.6 The corresponding credit on our business account is decisive for the timeliness of payment.

3.7 We reserve the right to use payments to repay the oldest invoice items due including the interest and costs incurred in the order: costs, interest, principal claim.

3.8 If the customer does not make payment no later than two days after receipt of our notification of readiness for delivery or, if delivery has been agreed, two days after delivery, he will be in default unless he receives our



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invoice beforehand or an agreed payment date has previously expired. In these cases, the customer is in default if he does not make payment no later than one day after receipt of the invoice or on the payment date. In commercial transactions, we initially charge interest of 5 percentage points p.a. from the due date (Section 3.3); From the onset of default, interest on arrears amounting to 9 percentage points p.a. above the respective base interest rate. The assertion of any additional damages caused by default remains unaffected.

3.9 Granted payment terms no longer apply 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 does not provide any information about his creditworthiness despite being requested to do so. In these cases, outstanding claims become due immediately to the extent that the customer has no right 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 this, we can withdraw from the contract if we have not yet provided our service without the customer being able to derive any rights from this.

3.10 Bills of exchange and checks will only be accepted upon special agreement and only on account of performance. Bills of exchange must be discountable. The customer bears bill of exchange and discount charges; They are calculated from the due date of the invoice amount and are due immediately. The term of the bill of exchange may not exceed 90 days from the invoice date.

3.11 The customer can only set off against our claims if his counterclaim is undisputed, recognized by us or has been legally established or is ready for decision or if his claim originates from the same contractual relationship from which we derive our claim. The same applies to asserting a right to refuse performance or right of retention. The customer can only assert a right of retention if we have not provided adequate security despite the customer's written request.

4. Delivery, transfer of risk, delivery times, contractual penalties

4.1 The delivery conditions Ex Works (Incoterms 2010) apply. The risk of price and performance is transferred to the customer at the end of our normal business hours on the earliest collection day stated in our notification of readiness for delivery, but in the case of a generic debt only when we have separated the goods. The goods will only be dispatched after written agreement and at the customer's risk.

4.2 Fixed dates require our written confirmation. Partial deliveries to a reasonable extent are permitted.

4.3 Delivery delays due to extraordinary, unforeseeable events that have occurred with us or our suppliers or service providers, such as industrial action, natural disasters such as floods, low or high water on the waterways, acts of terrorism, sovereign measures, in particular country embargoes, restrictions on goods, and other adverse foreign trade Measures, in particular those of the Federal Republic of Germany, the European Union or the USA, operational disruptions (e.g. fire, machine or roller breakage, lack of raw materials or energy), obstruction of traffic routes, delays in import/customs clearance, unrest, etc. exempt us as long as they continue or, if impossible, completely from the delivery obligation, insofar as we are not responsible for the cause of the delay in delivery. If the delivery delay lasts longer than six months, each contractual partner can withdraw from the contract; further claims are excluded.

4.4 Any grace period given to us must be at least three weeks.

4.5 If we are unable to provide deliveries because we are not supplied by our own suppliers or are not supplied in sufficient quantities or are defective, even though we have concluded congruent hedging transactions, we are released from our obligation to perform and can withdraw from the respective contract in question. However, our customer can request delivery of the defect-free quantity available at the agreed delivery time. We will inform our customers about this. We will reimburse our customer for any consideration already provided. In such a case, our customer is not entitled to any further claims.

4.6 We make no promises of punishment for non-performance or improper performance.

5. Third party property rights, exemption, own property rights

5.1 It is solely the customer's responsibility to ensure that property rights or other rights of third parties are not violated due to his specifications for the quality of the goods and their further processing.



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5.2 If a claim is made against us by a third party due to a property rights violation based on our customer's specifications:

- we will inform our customer about this immediately,
- our customer fully indemnifies us against all legitimate claims from third parties, including reasonable costs of legal defense and/or legal prosecution, upon first written request,
- Our customer will, at his discretion, either obtain a right of use for the relevant quality specifications at his own expense or change the quality specifications in such a way that the property right is not violated, unless we are solely responsible for the property right infringement. Our further legal claims remain unaffected.

5.3 We reserve all rights to all models, production facilities, illustrations, brochures, calculations and other documents, including copyrights, trademark rights, company rights and rights to know-how. They may not be made accessible, reproduced or distributed by our customer to third parties without our express written approval. This applies in particular to documents that are marked as "confidential".

6. Condition of the goods, warranty

6.1 We are only obliged to deliver goods of medium type and quality, taking into account customary tolerances in terms of dimensions, weight and quality/quality and packaging. If an "approximate" quantity is agreed, we may deliver 10% of the stated quantity more or less to fulfill the requirement.

6.2 Our customer bears sole responsibility for appropriate construction, taking into account any safety regulations and the necessary test procedures, and for the correctness and completeness of his technical delivery instructions and the technical documents and drawings handed over to us, particularly with regard to the intended use of our goods. This also applies if we propose changes that receive our approval. In principle, we are only obliged to deliver goods that can be marketed and registered in the Federal Republic of Germany.

6.3 Operational wear and tear of wearing parts does not constitute a defect and therefore does not trigger any warranty claims from the customer. The same applies to defects that occur due to unsuitable or improper use, incorrect assembly or commissioning of the delivered goods by the customer, in particular in the case of unsuitable operating materials, substitute materials or other unsuitable general conditions.

6.4 The information contained in our brochures and catalogs as well as other advertising and public promotions, such as illustrations, drawings, weight and measurement information, does not constitute an agreement on quality.

6.5 The sale of used items is subject to the exclusion of any warranty.

6.6 If there is a defect in unused goods delivered, the customer is only entitled to demand repair of the goods. Subsequent delivery is excluded as this would regularly cause disproportionate costs and the customer will not suffer any significant disadvantages as a result of excluding subsequent delivery. At our discretion, we can also deliver a defect-free item.

6.7 If our customer does not identify which of the legal rights he claims after he has complained about a defect and the deadline set for subsequent performance has expired, we can give the customer a written notice period of two weeks to do so. If the deadline has expired without result, the decision-making authority passes to us.

6.8 If the subsequent fulfillment fails or is not carried out within a reasonable deadline set by us, the customer can withdraw from the contract or reduce the purchase price. The customer's claims for damages due to defects in the goods only exist under the conditions set out in Section 7 of these General Terms and Conditions.

6.9 We will only assume expenses in connection with subsequent performance if they are appropriate in the individual case, in particular in relation to the purchase price of the goods. The costs of subsequent performance (including the necessary expenses within the meaning of Section 439 Paragraph 2 and 3 BGB) are disproportionate within the meaning of Section 439 Paragraph 4 BGB if they exceed one and a half times the purchase price of the defective goods.

6.10 The customer's recourse claims against us under Section 445a Paragraph 1 of the German Civil Code (BGB) are excluded unless we are responsible for the defect in the goods that caused the customer's expenses to be reimbursed by us or the end customer is a consumer. Section 445a Paragraph 2 BGB is excluded unless the end user is a consumer.



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6.11 The statutory inspection and complaint obligations in accordance with Section 377 of the German Commercial Code (HGB) apply without restriction, with the proviso that the customer must report any visible defects immediately, at the latest within one week of delivery of the goods, whereby the timely dispatch of the written complaint of defects is sufficient to meet the deadline. In any case, the customer must carry out the inspection before installing the goods in another item. Initial sample approvals from our customers do not release them from their obligations to inspect and give notice of defects, nor do they restrict them.

6.12 The warranty period is twelve months, unless there is a case of Section 6.13 or fraudulent intent; In these cases, the statutory warranty periods apply. In the case of delivery Ex Works (Incoterms 2010), the warranty period of twelve months begins with the collection; if another delivery condition has been agreed, with the delivery of the goods, if acceptance has been agreed.

6.13 If a claim is made against the customer by a consumer or his customer due to a defect in the delivered goods that was already present at the time of transfer of risk, which was complained about by a consumer as the end user, the customer's legal recourse rights remain towards us in accordance with §§ 478, 479 BGB, in particular the limitation period of 5 years from delivery

7. Liability

7.1 The customer's claims for damages, regardless of the legal basis, as well as claims for reimbursement of wasted expenses are excluded, unless the cause of the damage is based either on an intentional or grossly negligent breach of duty or on at least a negligent breach of a contractual obligation, the fulfillment of which requires the proper execution of the contract makes possible and on whose compliance the customer has trusted and was entitled to trust and whose culpable non-fulfillment endangers the achievement of the purpose of the contract (essential contractual obligation); In the latter case, liability is limited to the amount of damage that was foreseeable and typically occurring when the contract was concluded.

7.2 The above limitation of liability in accordance with Section 7.1 also applies to the personal liability of our employees, representatives and bodies as well as our vicarious agents.

7.3 The liability limitations according to sections 7.1 and 7.2 do not apply to damages resulting from injury to life, body, health or freedom, in the event of liability under the Product Liability Act or to the extent that we have exceptionally provided a guarantee.

7.4. Deviating from Sections 7.1 to 7.3, the customer's claims for damages, regardless of the legal basis, as well as claims for reimbursement of wasted expenses are limited to an amount not exceeding the cumulative net sales with our customer in the last 12 full calendar months that preceded our breach of duty that gave rise to the customer's claim are limited, unless the cause of the damage is due to either an intentional or grossly negligent breach of duty.

7.5 Contrary to sections 7.1 to 7.4, we are not liable for the negligence of our suppliers. This also applies if we pass on their operating instructions to our customers.

7.6 Deviating from sections 7.1 to 7.4, in the event of slight negligence, we are only liable for up to 5% of the net invoice amount of the order affected by the delay.

8. Statute of Limitations

8.1 Deviating from § 195 BGB, the knowledge-dependent regular limitation period for customer claims is 18 months. The start of this is based on Section 199 Paragraph 1 of the German Civil Code (BGB).

8.2. Deviating from Section 199 Paragraph 3 No. 1 BGB, the regular limitation period for customer claims, regardless of knowledge, is five years starting with the time the claim arises.

8.3 Sections 8.1 and 8.2 do not apply in the event of an intentional or grossly negligent breach of duty or a breach of essential contractual obligations (see Section 7.1) or in the cases mentioned in Section 7.3. The legal deadlines apply here.



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9. Extended and extended retention of title

9.1 We reserve title to the delivered goods ("reserved goods") until our claims against the customer have been settled in full ("secured claims") and all checks and bills of exchange have been honored. Secured claims are all current and future claims from the business relationship with the customer, including any balance claims from current accounts.

9.2 The customer is obliged to store the reserved goods carefully for us, to maintain them at their own expense, to repair them and to insure them against loss and damage at new value within the scope usual for a careful businessman and to provide us with this immediately upon request by written confirmation of the insurer. The customer hereby assigns his claims to corresponding insurance benefits to us in advance as security. We accept the assignment.

9.3 The customer processes the reserved goods for us. We become the owner of the new thing. We also process, mix or combine the reserved goods with other goods. We acquire co-ownership of the resulting new item in accordance with the ratio of the invoice value of the reserved goods to the invoice value of the other goods. If the connection or mixing occurs with a main item that does not belong to us, the customer hereby assigns his rights to the main item to us in advance as security. We accept the assignment. New items and main items within the meaning of this section 9.3 are also considered reserved goods.

9.4 The customer is entitled to dispose of the reserved goods in the ordinary course of business as long as he is not in default of payment. This does not apply if and to the extent that a ban on assignment has been agreed between the customer and his customers with regard to the customer's purchase price or wage claim. The customer is not entitled to pledge, assign as security or otherwise encumber the reserved goods. The customer may 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 provide the consideration directly to us to the extent that secured claims exist.

9.5 When reselling the reserved goods, the customer is obliged to secure our rights in the amount of the secured claims, to the extent that this is feasible in the normal course of business. This can happen if the customer makes the transfer of ownership of the goods he has sold to his customers dependent on their full payment.

9.6 If the reserved goods are sold by the customer, he hereby assigns 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 checks in the amount of secured claims to us as security. We accept the assignment. If the reserved goods are sold with other items at a total price, the assignment is limited to the pro rata amount of the customer's invoice for the reserved goods sold. If goods are sold in which we have acquired co-ownership in accordance with Section 9.3, the assignment is limited to the part of the claim that corresponds to our co-ownership share.

9.7 The customer may collect the claims assigned to us in accordance with Sections 9.2 and 9.6 in his name on his own account for us, provided we do not revoke this authorization. Our right to collect the assigned claims ourselves remains unaffected. However, we will not collect the assigned claims ourselves and will not revoke the customer's direct debit authorization unless the customer defaults on his payment obligations or his 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.

9.8 In the event of a delay or a significant deterioration in the customer's financial situation or other not insignificant breaches of duty by the customer, the customer undertakes, subject to Section 107 Paragraph 2 InsO, to return the reserved goods. This obligation is independent of a withdrawal or a grace period. The customer is already allowing us to enter his business premises for collection. We are entitled to resell the goods taken back in the ordinary course of business and to offset the costs of disposal and our other claims against the customer against the proceeds. The return of the reserved goods only takes place as a precaution; a withdrawal from the contract is only possible if an express written declaration is made. When assessing the remuneration for uses in case e



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10. Compliance

Our customer undertakes to comply with the respective legal regulations on dealing with employees, environmental protection and occupational safety and to observe the principles of the United Nations Global Compact.

11. Confidentiality

11.1 "Confidential information" within the meaning of the following confidentiality declaration is all information (including data, records, documents, drawings, samples, technical components and know-how) which is made available to the customer's bodies, employees, consultants or other third parties working on its behalf of this contract and the negotiations on this contract are/were made accessible, in particular about our company, our upstream suppliers, our production processes, our price calculation, etc., and are marked as confidential or require confidentiality by their nature. Whether and on which carrier medium the confidential information is embodied is irrelevant; In particular, oral information is also included.

11.2 Our customer is obliged to treat the confidential information as strictly confidential and not to pass it on to third parties or make it accessible to them without our written consent. Our customer will take appropriate precautions to protect confidential information, but at least those precautions with which he protects particularly sensitive information about his own company.

11.3 Our customer is not entitled to use Confidential Information disclosed by us for any purpose other than for the purpose of fulfilling the relevant contract. In particular, our customer is not entitled to reproduce, recreate, open or disassemble received samples or other corresponding information (reverse engineering).

11.4 The confidentiality obligations under Sections 11.1 and 11.2 do not apply to information for which our customer can prove that

- we have previously agreed in writing to a transfer or use by our customer for the specific individual case;
- they were known before entering into this confidentiality agreement;
- our customer obtained it from a third party before the conclusion of this confidentiality agreement or subsequently obtained it from a third party without violating this confidentiality agreement, provided that the third party lawfully came into possession of the confidential information and did not violate a confidentiality obligation binding him by passing it on; or
- our customer is obliged to disclose the confidential information by law or on the basis of the rules of a stock exchange or by an enforceable order of a competent court or authority.

11.5 This confidentiality agreement comes into force upon conclusion of this contract and ends five years after the end of the business relationship.

12. Proof of export, export permit, confirmation of entry

12.1 If a customer who is based outside the Federal Republic of Germany (external customer) or his representative collects and transports goods or sends them to the external area, our customer must provide us with the export certificate required for tax purposes. If this proof is not provided, the customer must pay the VAT rate applicable to deliveries within the Federal Republic of Germany from the invoice amount.

12.2 The sale, resale and scheduling of deliveries and services as well as any associated technology or documentation may be subject to German, EU, US export control law and, if applicable, the export control law of other countries. Resale in embargoed countries or to blocked persons or to persons who use or can use the supplies and services for military purposes, for NBC weapons or for nuclear technology, is subject to approval. By placing the order, the customer declares compliance with such laws and regulations and that the deliveries and services will not be delivered directly or indirectly to countries that prohibit or restrict the import of these goods. The customer declares that he has received all permits necessary for export or import.

12.3 For every tax-free intra-community delivery of the goods from Germany to another EU member state, our customer is obliged in accordance with Sections 7a and 17c of the Sales Tax Implementation Ordinance to provide us with proof of the actual arrival of the goods (confirmation of arrival). Proof is provided on a form provided by us. If this proof is not provided, our customer must pay the sales tax rate applicable for deliveries within the Federal Republic of Germany based on the previous (net) invoice amount.



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13. Place of performance, place of jurisdiction, applicable law

13.1 Place of performance is our registered office in Rheinbach.

13.2 The exclusive place of jurisdiction for all disputes arising from commercial transactions with registered traders and legal entities under public law is 53359 Rheinbach for both parties (§ 38 ZPO). This also applies to bill of exchange and check processes. We can also sue our customers at their general place of jurisdiction. The Bonn District Court is responsible for proceedings that are exclusively assigned to the district courts.

13.3 The law of the Federal Republic of Germany applies, excluding all references to other legal systems and international treaties. The United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG, "Vienna Sales Convention") is excluded.

14. Severability clause

If individual provisions of these General Terms and Conditions or the delivery transaction become ineffective in whole or in part, this will not affect the effectiveness of the remaining provisions or remaining parts of such clauses. The ineffective clause is replaced by a regulation that corresponds as closely as possible to the aim of this clause and is effective.

April 1, 2023