

1. The following **General Terms and Conditions of Sale** apply exclusively to customers who are not consumers. They apply to all quotations, orders, order confirmations, deliveries and contracts between Weihe GmbH and such customers.

2. The following terms and conditions apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer shall only form part of the contract if and to the extent that Weihe GmbH has expressly agreed to their validity. This requirement for consent applies in all cases, even if Weihe GmbH carries out the delivery to the customer without reservation whilst being aware of the customer's general terms and conditions.

I Quotations – Scope of Delivery

1. All quotations from Weihe GmbH are subject to change without notice, i.e. they are to be understood merely as an invitation to submit an offer. Unless otherwise agreed on an individual basis, the contract is only concluded upon order confirmation or delivery. Descriptions and information used by Weihe GmbH in general documentation or on its website are for information purposes only and do not constitute any assurance.

2. Delivery shall only be insured against the risks specified by the customer, at the customer's expense, if the customer so requests.

3. Unless otherwise agreed on a case-by-case basis, any agreement, amendment or addition must be in writing. This also applies to the waiver of this requirement for the written form.

4. Weihe GmbH shall notify the customer in writing of any future amendments to these General Terms and Conditions, enclosing the amended version. The amended version shall apply to all contracts concluded after the amendment of these General Terms and Conditions. Where these General Terms and Conditions also apply to continuing contractual relationships, the customer may object within six weeks of receiving notification of the amendments. Once the objection period has expired and no objection has been raised, the amended General Terms and Conditions shall apply.

II Price and Payment

1. The place of performance for all delivery obligations is 24161 Altenholz. All prices quoted are always net and are exclusive of statutory value added tax. Shipping and transport costs, as well as the standard handling charges levied by freight and air transport service providers, packaging and insurance costs, taxes and duties – in particular excise duties, fees for export declarations to the BAFA (Federal Office for Economic Affairs and Export Control) and customs duties – are not included in the prices quoted and shall be borne by the customer. Weihe GmbH is under no obligation to draw attention to the incurrance of such expenses. All quotations are to be understood on the basis that the customer is to bear the aforementioned costs, without the need for a separate agreement in this regard.

2. Payment of the invoice amount must be made within 14 days of the invoice date without any deductions. In the event of late payment by the customer, interest on arrears at a rate of 9 percentage points above the base rate in accordance with Section 288(2) of the German Civil Code (BGB) shall be charged.

3. The customer may only set off counter-claims insofar as they have been legally established or are undisputed, or are reciprocal to the claim of Weihe GmbH (synallagmatic claims). A right of retention may only be exercised in so far as it is based on the same contractual relationship. Weihe GmbH may set off its counter-claims or have claims by third parties against its customer assigned to it and set these off against its own claims.

III Delivery time and obstacles to delivery

1. The calendar week specified in an offer or order confirmation from Weihe GmbH for delivery does not, unless it is a delivery deadline agreed in an individual contract, constitute a fixed delivery date, but merely indicates approximately the period during which delivery can be expected subject to the normal execution of the contractual relationship

. A fixed delivery deadline agreed as part of an individual arrangement shall be deemed to have been met if, by the time it expires, the goods have been dispatched or made ready for dispatch and the customer has been notified accordingly. However, a fixed delivery deadline shall not commence before the customer has provided the necessary documents, approvals and authorisations, nor before receipt of any agreed advance payment or deposit.

2. A binding delivery deadline shall be extended by a reasonable period – but by no more than four months – in the event of unforeseen obstacles for which Weihe GmbH is not responsible, irrespective of whether these occur at Weihe GmbH or at its suppliers. Unforeseeable obstacles include, in particular, force majeure, industrial action, unforeseeable operational disruptions, the production of rejects, delays in the supply of materials or other unforeseeable events for which Weihe GmbH is not responsible. In the case of orders subject to export controls, delivery delays arising from the processing time required by the BAFA for the necessary applications shall also be deemed unforeseeable events for which Weihe GmbH is not responsible, provided that such delays are not caused by any fault on the part of Weihe GmbH.

3. In the case of goods which we do not manufacture ourselves, we reserve the right to timely and correct supply from our own suppliers, unless the delayed, incorrect or non-delivery is attributable to us.

4. Events of force majeure shall extend the delivery period accordingly and entitle us to withdraw from the contract in whole or in part should there be no foreseeable end to the delay in delivery. Events of force majeure include industrial action, operational disruptions or other unavoidable events for which we are not responsible (unavailability of goods and services, e.g. due to epidemics, wars or terrorist attacks) which make delivery significantly more difficult or impossible for us. This also applies if the aforementioned circumstances occur whilst we are in default or at one of our suppliers.

5. The occurrence of a delay in delivery on our part is determined in accordance with statutory provisions. However, the customer may only withdraw from the contract in accordance with statutory provisions to the extent that the delay is attributable to us.

IV Transfer of Risk and Acceptance

1. The risk of loss or deterioration passes to the customer upon handover of the goods to the forwarding agent, carrier or any other person responsible for transport. If dispatch is delayed due to circumstances for which Weihe GmbH is not responsible, the risk passes to the customer upon written notification that the goods are ready for dispatch.

2. Where 'Incoterms' have been agreed for the delivery, these shall take precedence over these Terms and Conditions of Sale and Delivery.

3. The customer is obliged to accept partial deliveries to a reasonable extent.

V Default of Acceptance / Cancellation

a) Default of Acceptance

1. If the customer is in default of acceptance, Weihe GmbH may set the customer a grace period of eight days in writing. Upon expiry of this period, Weihe GmbH is entitled to withdraw from the contract. It is not necessary to set a grace period if the customer seriously and definitively refuses to accept the goods or is clearly unable to pay for them within the grace period.

2. If the customer is at fault with regard to the default of acceptance, Weihe GmbH may claim damages for non-performance amounting to 15 per cent of the purchase price of the goods ordered. The customer is entitled to prove that no damage, or only minor damage, has been incurred. Weihe GmbH reserves the right to claim and prove higher damages.

3. If acceptance is delayed at the customer's request, the customer shall bear the additional costs, which shall also include interest on any financing of the purchased goods.

4. If the customer is culpably in default of acceptance, in default of taking delivery, culpably fails to cooperate, or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to claim compensation for the resulting damage, including additional expenses (e.g. storage costs), and/or to withdraw from the unfulfilled part of the supply contract. Furthermore, we are entitled to store or dispatch the goods at the customer's expense and risk.

b) Obligation to accept delivery, preparatory costs and cancellation

1. By placing the order, the customer undertakes to accept the goods ordered. This obligation to accept the goods applies regardless of whether the goods have already been manufactured, have been put into production or have not yet been produced at the time of cancellation, withdrawal or refusal to accept.

2. The customer acknowledges that the contractor incurs costs from the moment the order is placed, in particular for technical clarifications, design and the preparation of drawings, work and production planning, materials planning, supplier commitments, project coordination, documentation, and commercial and administrative activities (hereinafter 'preparatory work').

3. If, after placing the order, the customer withdraws from the contract without a statutory or expressly contractually agreed right of withdrawal, cancels the order or refuses to accept the goods, the contractor is entitled to invoice the customer for the preparatory costs incurred up to the time of cancellation, as well as any other costs for which evidence of incurrence can be provided.

4. If production of the goods has not yet commenced, the Contractor is entitled to charge a flat-rate fee for the preparatory work amounting to 25 per cent of the net order value. The Customer reserves the right to prove that no damage, or only significantly less damage, has been incurred. The Contractor reserves the right to prove that the damage was greater.

5. If production has already commenced and/or materials have been scheduled or procured specifically for the order, the contractor is entitled to claim the actual loss incurred, including loss of profit.

6. Further claims, in particular those arising from default of acceptance, compensation for damages or reimbursement of expenses, remain unaffected.

VI Retention of title

1. Our deliveries are made exclusively subject to retention of title (goods subject to retention of title). Title shall not pass to the customer until they have settled all their liabilities (including any ancillary claims) arising from our deliveries of goods. In the case of an open account, the retention of title shall serve as security for our claim for the balance, even if payments are made against specifically designated claims.

2. Any processing or treatment of goods supplied by us and still owned by us shall always be carried out on our behalf, without any liabilities arising for us as a result. If the goods supplied by us are mixed or combined with other items, the customer shall assign to us (co-)ownership of the resulting item, in proportion to the invoice value of our goods subject to retention of title to the invoice value of the other goods used.

3. The customer may only sell the delivered goods in the ordinary course of business, or use them (e.g. under a contract for work or a contract for work and materials), if their purchaser has

has not excluded the assignment of the claim arising from the resale or further use. The customer is obliged to ensure that their buyer grants any consent required for assignment to us in the necessary form. The customer is not permitted to transfer ownership by way of security or to pledge the goods subject to retention of title.

4. The customer must notify us immediately of any attachment, even if it is only imminent, or any other impairment of our right of ownership by third parties, in particular the existence of general assignments and factoring agreements, and must confirm our right of ownership in writing both to third parties and to us. In the event of attachments, a copy of the attachment record must be sent to us.

5. Should the customer fall into arrears with payment, we shall be entitled to demand the return of the goods subject to retention of title and to take direct possession of them ourselves or through authorised representatives, regardless of their location. The customer is obliged to return the goods subject to retention of title to us and to provide us with the information and documents necessary for us to assert our rights. The demand for surrender shall not be deemed a withdrawal from the contract. The same applies to the repossession of the goods subject to retention of title.

6. To secure all our claims, including those arising in the future, arising from the business relationship, the customer hereby assigns to us all claims (including those arising from current accounts) together with ancillary rights, which accrue to the customer from the resale and other use of the goods subject to retention of title (e.g. combination, processing, incorporation into a building).

7. If the sale or other use of our goods subject to retention of title – regardless of their condition – takes place together with the sale or other use of items in respect of which third parties hold rights, and/or in connection with the provision of services by third parties, the advance assignment shall be limited to the invoice value of our invoices.

8. The customer is entitled to collect the claims assigned to us. In the event of default, suspension of payments, the filing for or commencement of insolvency proceedings or out-of-court composition proceedings, or any other deterioration in the customer's financial circumstances, we may revoke the authorisation to collect the claims. Upon request, the customer must disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors of the assignment. We are also entitled to notify the customer's debtors of the assignment and to demand payment from them to us.

9. If the realisable value of the security to which we are entitled under the above provisions exceeds the value of our claims by more than 10 per cent, we shall, at the customer's request, be obliged to release the excess security at our discretion.

VII Material and Legal Defects, Warranty

1. Unless otherwise provided for in these Terms and Conditions of Delivery, including the following provisions, the statutory provisions shall apply in the event of material defects and defects of title.

2. The goods shall be deemed free from material defects if they comply with the product description or – in the absence of a product description – with the current state of the art. We reserve the right to make changes to the design and/or specification which do not impair either the functionality or the value of the goods; such changes shall not constitute a material defect.

In particular, a material defect shall not be deemed to exist if, after handover:

a) parts have been damaged as a result of forceful handling by the customer or third parties,

b) the customer or third parties have carried out any tampering with or unprofessional repairs to the equipment without our consent,
c) if original parts were not used during repairs or upgrades carried out by the customer or third parties,
d) accessories or consumables not recommended by us have been used,
e) the operating or user manual has not been followed,
f) force majeure, water damage, fire damage or the device being connected to the wrong mains voltage occurred,
g) the necessary maintenance or servicing work has not been carried out,
h) the defect relates to wear parts with a limited service life and the customer fails to provide evidence that the alleged defect is not attributable to any of the grounds for exclusion listed above. If, during or following an attempt at rectification, the complaint proves to be unfounded due to the absence of a defect, the customer shall bear the repair costs.

3. Guarantees regarding the quality and durability of the goods supplied shall only be deemed to have been given to the extent that we have expressly declared them as such. Guarantees given by our suppliers in guarantee statements or in product documentation are not arranged by us. They are binding solely on the supplier who has declared such a guarantee. Paragraph 1 of this clause remains unaffected.

4. Claims for defects by the customer are subject to the condition that the customer has duly fulfilled their obligations to inspect the goods and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). The notice of defects must be given in writing. Notice of apparent defects must be given no later than five working days after receipt of the goods. Notice of hidden defects is only deemed to have been given in good time if it is given within five working days of discovery.

5. If the delivered item is defective or does not conform to a guaranteed quality, we shall, at our discretion, remedy the defect free of charge within a reasonable period either by repair or by delivery of a defect-free item (subsequent performance). The customer must allow us or our authorised representatives sufficient time and opportunity to do so. If this is not done, or if alterations or improper repairs are carried out on the item in question, we shall be released from liability for defects.

6. If the chosen remedy fails, is unreasonable for the customer, is refused by Weihe GmbH, or is delayed beyond a reasonable period for reasons for which Weihe GmbH is responsible, the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the purchase price. However, defects in partial deliveries shall only entitle the customer to withdraw from the entire contract if the remaining partial deliveries are of no interest to them.

7. Claims for defects shall not apply to faults arising after the transfer of risk as a result of, for example, natural wear and tear, breach of planning, operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent handling, storage or installation, or as a result of interference with the delivered goods by the customer or third parties. The product documentation (specifications, maintenance and installation instructions) forms part of the scope of delivery of the product.

8. Claims for defects that do not seek compensation for damages shall become time-barred one year after delivery of the goods. This shall not apply in the event of an intentional breach of duty, a breach of guarantees, or in the cases set out in Sections 438(1)(2) and 634a(1)(2) of the German Civil Code (BGB).

9. Where Weihe GmbH is strictly liable under the contractor's right of recourse, the provisions of Sections 478 and 479 of the German Civil Code (BGB) shall take precedence.

10. For claims for defects seeking damages, the provisions of Section VIII shall also apply.

11. Weihe GmbH shall not, as a matter of principle, bear any administrative costs in the event of a complaint.

12. Parts replaced in the course of rectification become our property.

VIII Compensation

1. Claims for damages against Weihe GmbH or its vicarious agents are excluded in the case of slightly negligent breaches of non-essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contracting party may reasonably rely, as well as obligations whose breach jeopardises the achievement of the purpose of the contract. Liability for breaches of essential contractual obligations due to slight negligence is limited to the foreseeable damage typical for this type of contract.

2. Weihe GmbH shall not, as a matter of principle, assume or bear any consequential and/or loss costs.

3. Claims for damages against Weihe GmbH or its vicarious agents shall become time-barred one year after they arise, except in the cases provided for in Section 438(1)(2) of the German Civil Code (BGB) and Section 634a(1)(2) of the German Civil Code (BGB) in the event of breaches of duty caused by slight negligence.

4. For damages caused by delay resulting from slight negligence, liability is limited to 5 % of the value of the goods or services concerned.

5. The above exclusions and limitations of liability shall not apply in the event of a breach of guarantees or in the event of injury to life, limb or health.

6. Where Weihe GmbH or its vicarious agents are subject to mandatory liability under the Product Liability Act, those provisions shall take precedence. The above provisions shall continue to apply in respect of internal compensation under Section 5, second sentence, of the Product Liability Act.

7. In the case of claims for compensation for damage not caused to the goods themselves – so-called consequential damage arising from defects – we shall only be liable in cases of wilful misconduct or gross negligence. We shall not be liable for unforeseeable damage; in the event of the absence of warranted characteristics, we shall only be liable to the extent that the warranty was specifically intended to protect the buyer against the consequential damage arising from the defect.

IX Withdrawal

Weihe GmbH is entitled to withdraw from the contract if an application is made to open insolvency proceedings against the customer, provided that the insolvency proceedings are not discontinued within two weeks; the customer must inform Weihe GmbH of this without delay in each instance.

X Place of jurisdiction and place of performance

The place of performance for the mutual contractual obligations is 24161 Altenholz. Where the customer is a trader, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction shall be the Eckernförde Local Court or the Kiel Regional Court, depending on subject-matter jurisdiction. However, Weihe GmbH is also entitled to bring proceedings at the customer's general place of jurisdiction. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

XI Out-of-court dispute resolution

1. In the event of disputes arising from the delivery, both parties hereby undertake, as a first step and before bringing legal proceedings, to attend a conciliation hearing at the conciliation office of the Kiel Chamber of Industry and Commerce (IHK) with a view to reaching an out-of-court settlement.

2. In the event of disputes concerning questions of fact, both parties hereby undertake, as a first step and before bringing legal proceedings, to have the dispute resolved by an arbitrator appointed by the Kiel Chamber of Industry and Commerce (IHK).

Weihe GmbH's General Terms and Conditions of Sale

As at 06/2026



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Register: Kiel Local Court, HRB 300 EC
Managing Directors: Daniel Mähler, Gorden Flucke
Place of jurisdiction: Kiel

Bank details:
Fördesparkasse
Bank code 210 501 70
Account No. 860 0389

VAT No.: **Asiat 0** 974
BIC/SWIFT code: NOLADE21KIE
IBAN: DE 80 2105 0170 0008 6003 89

If one or more parties reject these proceedings from the outset, the parties rejecting them shall bear the costs of any contentious proceedings, regardless of the outcome.

Legal proceedings may only be brought

- a. if, following the first joint mediation session, one of the contracting parties declares in writing to the mediator and the other contracting party that the mediation has failed,
- b. if more than two months have elapsed since receipt of the application for more than two months have elapsed without a joint mediation session having taken place,
- c. or the dispute has not been finally resolved within two months of the first mediation session.

XII Partial invalidity

Should any provision in these General Terms and Conditions or any provision under other agreements between the customer and Weihe GmbH be or become invalid, this shall not affect the validity of all other provisions or agreements.