



General Terms and Conditions of Sale and Delivery of the Georg Utz GmbH

1. Validity

Our deliveries and other services to companies, legal entities under public law and special funds under public law are provided exclusively in accordance with the following General Terms and Conditions of Sale and Delivery, even if we have not objected in individual cases to deviating terms and conditions of purchase of the customer, which we hereby expressly reject. At the latest with the acceptance of our goods or other services, the conditions of sale are deemed accepted unconditionally by the customer, even in the event of his previous objection. Deviations from our terms of sale and delivery require our express prior consent for each individual contract in order to be effective.

Our terms and conditions of sale also apply to all future related transactions with the customer.

2. Offer, information and advice

Our offers are subject to change without notice. Samples and specimens are non-binding general information. Technical tolerances are possible for all information given in the catalogue. All verbal and written information on the suitability and application possibilities of our goods is given to the best of our knowledge. They represent our empirical values, which are regularly not assured. The customer must convince himself of the suitability of the goods for the intended purpose by carrying out his own tests.

We reserve the rights of ownership, copyright, use and exploitation of illustrations, drawings, calculations, documents, files and information embodied in any other way (all of the above collectively: "data") as well as samples and prototypes. They may not be made accessible to third parties, used only for contract negotiations and not copied or reproduced in any other way. If the order is not placed with us or has not been executed, the data, samples and prototypes must be returned immediately.

3. Prices

Unless otherwise agreed, our selling prices apply on the day of delivery or performance, plus the respective statutory value-added tax. Unless otherwise agreed, the prices should be understood in the case of delivery of goods EXW (Incoterms 2020) Schüttorf, but without any obligation on the part of the seller to pack the goods. Insofar as we exceptionally agree a carriage-free delivery (CPT destination), additional costs due to a special mode of shipment requested by the customer (e.g. express goods, express freight, air freight) are borne by the customer.

We reserve the right, in case of a price increase of external costs (such as exchange rate fluctuations, changes in customs rates, material, energy or transport costs) by 10% or more, to adjust the price in the amount of the relevant external cost increase for the product concerned after notifying the customer, which shall be done prior to delivery or performance. If, as a result of such price adjustments, the price of the products to be delivered increases by 10% or more, the customer may withdraw from the contract by written declaration within 1 week of receipt of the notification of the price adjustment. He shall then not be obliged to accept the products at the adjusted price.

4. Dispatch and transfer of risk

Shipment is always at the risk of the customer. Upon the delivery of the goods to the transport company, at the latest upon leaving our factory or warehouse, in the case of drop shipments from the factory or warehouse of our supplier, the risk pass to the customer, also in the case of CPT, carriage paid, Fob or Cif transactions.

5. Delivery

The delivery dates and delivery periods agreed in accordance with the order confirmation regularly indicate the expected delivery date which we endeavour to meet. Minor deviations are possible.

The commencement of the delivery period may require the timely fulfillment of the customer's obligations to cooperate (releases, documents,

drawings, down payments). Orders can be delivered with quantity deviations of up to +/- 10%. We reserve the right to make partial deliveries.

In the case of non-compliance with a delivery deadline, the customer is entitled to set us a reasonable deadline for delivery/service in writing. If the delivery period is not met until the end of this period, the customer has the right to withdraw from the contract.

Circumstances for which we are not responsible and which make delivery impossible or unreasonably difficult in the long term (force majeure), e.g. operational disruptions through no fault of our own, lack of raw materials or energy, fire or floods, release us from the delivery obligation for the duration of the hindrance and a reasonable start-up period, even if they occur at our suppliers. We will inform the customer immediately if a case of force majeure occurs. If the hindrance is expected to persist permanently, we are entitled to withdraw from the contract in whole or in part. Claims for damages are excluded for the customer in the case of force majeure.

If the customer refuses delivery even after a reasonable period of grace has expired, we may exercise our statutory rights. If we demand damages, this shall amount to a flat rate of 10% of the purchase price. We reserve the right to claim higher damages. The customer shall be entitled to prove that no damage has been incurred or that the amount of the damage is significantly lower than the lump sum.

6. Payments

All payments are to be made exclusively to Georg Utz GmbH, 48465 Schüttorf. The invoice amounts are payable immediately and without deduction, unless otherwise agreed and confirmed by us in writing.

We only accept checks on account of performance.

If the customer is in default of payment or if justified doubts arise as to his solvency, we are entitled to demand securities prior to delivery or performance.

The customer can only offset undisputed or legally established claims or exercise a right of retention only on the basis of such claims which are based on the same contractual relationship.

7. Retention of title

The delivered goods remain in our property until the complete receipt of all payments from the delivery contract. The customer is entitled to sell the goods subject to retention of title within the framework of proper business operations as long as he fulfills his contractual obligations towards us. He is not permitted to pledge the goods or transfer them by way of security; he must notify us immediately of any interference with our property rights.

With the purchase of the reserved goods, the customer already assigns the claims which arising from their resale to us against his customers including all ancillary rights. He remains entitled to collect his claims assigned to us until revoked. Our authority to collect the claim ourselves remain unaffected thereby. However, we undertake not to collect the claim as long as the customer meets his payment obligations, is not in default of payment and in particular as long as no petition for the opening of insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment.

If the reserved goods are processed, we shall be deemed to be the manufacturer and shall acquire ownership of the new item without the customer being entitled to any claims arising from this transfer of rights. If the processing is carried out together with other materials, we shall acquire co-ownership of the manufactured item in the ratio of the gross invoice value of the reserved goods to that of the other materials.

If, in the case of a combination, mixing or blending with another item, the latter is to be regarded as the main item, co-ownership of the item shall pass to us to the extent of the gross invoice value of the reserved goods.

If the value of the securities transferred to us exceeds our total claims against the customer by

more than ten out of a hundred, we shall be obliged, at the customer's request, to release the security rights at our choice.

8. Tolerances, use for specific purposes, further development products

Insofar as we do not individually warrant dimensions and properties (e.g. weights, loads) to the customer without tolerances, our information shall be understood as follows

- including the tolerances according to the plastic moulding standard DIN ISO 20457,
- at a room temperature of 23 °C and
- on the condition at delivery to the customer.

Even taking the tolerances into account, the customer cannot draw conclusions about the suitability for a specific purpose on the basis of information, e.g. in the catalogue. Rather, he must actually check the suitability himself for his intended use on the basis of our product. We constantly develop our products further and always supply the current variant. When placing an order, the customer will therefore - gladly by contacting us - ascertain whether a new variant is available and whether it is suitable for his intended use.

9. Warranty

Warranty claims become statute-barred twelve months after transfer of risk. In the event of a material defect, the customer shall be entitled, at our discretion, to subsequent performance by replacement delivery or repair. Missing quantities will be delivered subsequently. If the subsequent performance fails twice, the purchaser shall be entitled to withdraw from the contract or reduce the purchase price.

Additional expenses for the purpose of subsequent performance, in particular transport, travel, labour and material costs, which arise because the goods delivered by us were subsequently taken to a location outside Germany, the Netherlands, Belgium or Luxembourg, be borne by the purchaser.

10. Liability

We are liable to our purchasers for damages to the following extent:

a) Damages resulting from culpable injury to life, body or health, and for other damages based on an intentional or grossly negligent breach of duty on our part;

b) in accordance with the Product Liability Act and

c) Damages due to the culpable violation of essential contractual obligations, whereby the claim for damages is limited to the foreseeable damage typical for the contract, unless unlimited liability based on a) or b) already exists.

Any further liability for damages is excluded. Insofar as liability for damages is excluded, this also apply with regard to the personal liability for damages of our employees, workers, co-workers, representatives and vicarious agents.

11. Data protection

In the context of concluding and performing contracts, we, as the controller within the meaning of Art. 4 No. 7 GDPR, process personal data such as contact data, data on orders placed and, if applicable, data for processing payment and delivery transactions. The purpose of this processing is the fulfilment of contractual obligations as well as the implementation of pre- and post-contractual measures such as contract negotiations and customer care. We are legitimised to do this on the basis of Art. 6 para. 1 sent. 1 lit. b GDPR; without this data processing, the performance of the contract would not be possible.

We only store and process personal data for as long as this serves the stated purposes. If the purposes cease to apply, we delete the data immediately, unless longer storage is legally permissible or provided for, e.g. during the course of limitation periods for any claims or e.g. to fulfil statutory retention obligations.

We only pass on personal data to third parties whose involvement is necessary for the performance of contractual relationships with you in accordance with Art. 6 para. 1 sent. 1 lit. b GDPR or if there is a legal obligation to do so. Categories

of recipients include payment service providers, logistics service providers and tax authorities.

Further information on data protection, in particular on the rights of the data subjects affected by our data processing, can be found in our privacy policy at <https://www.utzgroup.de/datenschutz>.

12. Copying ban

The customer is prohibited from copying or imitating the goods purchased from us or from having them copied or imitated by third parties.

13. Place of performance and jurisdiction

Place of performance for our deliveries and services is Schüttorf. Place of performance for all liabilities of the customer is Schüttorf. The place of jurisdiction for both parties shall also be Schüttorf or, at our option, the general place of jurisdiction of the customer. German substantive law shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Georg Utz GmbH, Schüttorf

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