



CARSTENSEN
TRADE SINCE 1991

General Terms and Conditions of Sale as of July 2024

§1 Scope, Form

1. Our terms and conditions of sale ("GTC") apply exclusively; we do not recognize any conflicting or deviating conditions of the customer (hereinafter referred to as "Buyer") unless we have expressly agreed to their validity in writing. Our GTC also apply if we execute the delivery to the customer without reservation in the knowledge of conflicting or deviating conditions of the customer.
2. All agreements made between us and the customer for the execution of this contract are laid down in writing in this contract.
3. Our GTC apply only to entrepreneurs within the meaning of § 310 paragraph 1 BGB.
4. Legally relevant declarations and notifications of the Buyer in relation to the contract (e.g., setting deadlines, notification of defects, withdrawal, or reduction) must be made in writing, i.e., in written or text form (e.g., letter, email, fax).
5. References to the applicability of statutory provisions have only a clarifying significance. Therefore, the statutory provisions apply even without such clarification, unless they are directly amended or expressly excluded in these GTC.

§2 Conclusion of Contract

1. Our offers are non-binding and without obligation. This also applies if we have provided the Buyer with catalogs, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions, or documents – including in electronic form – to which we reserve ownership and copyright rights.
2. The Buyer's order of the goods is considered a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within one week of its receipt.
3. Acceptance can be declared either in writing (e.g., by order confirmation) or by delivery of the goods to the Buyer.

§3 Prices and Payment Terms

1. Unless otherwise stated in the order confirmation, our prices are "ex works," excluding packaging; this will be invoiced separately. The statutory value-added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the date of invoicing.
2. The deduction of a discount requires a special written agreement.
3. The purchase price is due and payable without deduction within 14 days from invoicing and delivery or acceptance of the goods, unless otherwise agreed. However, we are entitled at any time, including within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.
4. If the Buyer pays by SEPA direct debit or SEPA company direct debit, the pre-notification of the direct debit collection (so-called pre-notification) is made in the respective invoice. We usually collect the invoice amount 8 days after the invoice date. The period for the pre-notification is reduced to 3 days. The Buyer ensures that the account is covered at the time



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of collection. Costs incurred due to the non-redemption or reversal of the direct debit are to be borne by the Buyer, as far as the non-redemption or reversal is not caused by us. Bills of exchange and checks are only accepted on account of performance, not in lieu of performance.

5. Upon expiration of the aforementioned payment period, the Buyer is in default. The purchase price is to be paid interest during the default at the applicable statutory default interest rate. We reserve the right to assert further default damages. Our claim to the commercial maturity interest (§ 353 HGB) remains unaffected against merchants.

6. If the Buyer is in default of payment with one claim, all other claims against the Buyer can be declared due.

7. The Buyer is entitled to set-off or retention rights only to the extent that his claim is legally established or undisputed. In the case of defects in the delivery, the Buyer's counter-rights, in particular according to § 5 paragraph 6 sentence 2 of these GTC, remain unaffected.

8. If it becomes apparent after the conclusion of the contract that our claim to the purchase price is jeopardized by the Buyer's lack of performance capability (e.g., by application for the opening of insolvency proceedings), we are entitled under the statutory provisions to refuse performance and – if necessary after setting a deadline – to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom-made products), we can declare the withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§4 Delivery Time, Transfer of Risk, and Default

1. The delivery period is individually agreed or stated by us upon acceptance of the order. Delivery is made in accordance with the individual agreement of the applicable Incoterms. Unless otherwise agreed, we are entitled to determine the type of shipment (in particular, transport company, shipping route, packaging) ourselves. Separate agreements apply to the return of packaging.

2. The start of the delivery period stated by us presupposes the clarification of all technical questions. Compliance with our delivery obligation further presupposes the timely and proper fulfillment of the customer's obligations. The defense of the unfulfilled contract remains reserved.

3. If the customer is in default of acceptance or culpably violates other cooperation obligations, we are entitled to demand compensation for the damage incurred by us, including any additional expenses (e.g., storage costs). Further claims or rights remain reserved.

4. If we cannot meet binding delivery deadlines for reasons for which we are not responsible (unavailability of performance), we will inform the Buyer immediately and at the same time communicate the expected new delivery period. If the performance is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; any consideration already provided by the Buyer will be refunded immediately. A case of unavailability of performance in this sense is, in particular, the late self-delivery by our supplier if we have concluded a congruent covering transaction, neither we nor our supplier are at fault, or we are not obliged to procure in the individual case.

5. The occurrence of our default in delivery is determined by the statutory provisions. In any case, a reminder by the Buyer is required.



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6. The Buyer's rights under § 7 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected.

7. The risk of accidental loss and accidental deterioration of the goods passes to the Buyer at the latest upon handover. Handover is equivalent if the Buyer is in default of acceptance.

8. If the customer so desires, we will cover the delivery with transport insurance; the costs incurred in this respect are borne by the customer.

§5 Buyer's Claims for Defects

1. The Buyer's rights in the event of defects in quality and title (including incorrect and short delivery as well as improper assembly or defective assembly instructions) are governed by the statutory provisions unless otherwise specified below. In all cases, the statutory special provisions on final delivery of the unprocessed goods to a consumer, even if he has further processed them, remain unaffected (supplier recourse according to § 445a BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the Buyer or another entrepreneur, e.g., by installation in another product.

2. The basis of our liability for defects is primarily the agreement made on the quality of the goods. All product descriptions and manufacturer's statements that are the subject of the individual contract or were publicly announced by us (especially in catalogs or on our Internet homepage) at the time of the contract conclusion are considered as an agreement on the quality of the goods.

3. If the quality was not agreed upon, it is to be assessed according to the statutory regulation whether a defect exists or not (§ 434 paragraph 1 sentences 2 and 3 BGB). However, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g., advertising statements) that the Buyer has not pointed out to us as being decisive for his purchase.

4. The Buyer's claims for defects presuppose that he has fulfilled his statutory obligations to examine and give notice of defects (§ 377 HGB). If a defect is apparent upon delivery, inspection, or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 3 working days of delivery and defects that are not apparent during the inspection within the same period from discovery. If the Buyer fails to carry out the proper inspection and/or report defects, our liability for the non-reported defect is excluded according to statutory provisions.

5. If the delivered item is defective, we can initially choose whether we provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). Our right to refuse supplementary performance under the statutory conditions remains unaffected.

6. We are entitled to make the supplementary performance owed dependent on the Buyer paying the due purchase price. However, the Buyer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

7. The Buyer must give us the time and opportunity required for the owed supplementary performance, in particular to hand over the rejected goods for inspection purposes. In the case of a replacement delivery, the Buyer must return the defective item to us in accordance with statutory provisions. Supplementary performance does not include the removal of the defective item or its re-installation if we were not originally obligated to install it.



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8. The expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labor, and material costs, as well as any dismantling and reinstallation costs, are borne or reimbursed by us in accordance with statutory regulations if a defect actually exists. Otherwise, we can demand compensation from the Buyer for the costs incurred