

# Sales and Delivery Terms

## **1. General:**

The acceptance of orders is subject to our terms and conditions unless expressly agreed otherwise. The buyer's purchasing terms do not bind us, even if we do not expressly object to them. Orders and agreements are only binding on us upon receipt of our written confirmation. Quotations are provided without obligation.

## **2. Prices:**

Orders will be charged at the prices valid on the day of delivery. Prices are net prices, plus the applicable VAT. Delivery to EU countries may be exempt from value-added tax. For this purpose, the buyer based in an EU country must provide its valid and actively used VAT identification number.

## **3. Shipment Delivery Time:**

All deliveries are made on an „Ex works“ basis, charged, and are at the buyer's risk, unless otherwise specified. We reserve the right to deviate in quantity by up to 10% from the ordered amount. For printed articles, delivery is based on the print run. The delivery timeframe commences upon order confirmation, subject to clarification of all execution details. Should there be any delays, the buyer is required to provide us with a reasonable grace period. Claims for damages arising from non-performance or delays are generally excluded, unless otherwise agreed. Force majeure events entitle us to postpone delivery for the duration of the impediment and for a reasonable period based on the circumstances, or even to withdraw from the contract for the unfulfilled portion. We define force majeure as encompassing all circumstances that significantly impede or render delivery impossible.

## **4. Execution:**

The dimensions of the cans are nominal (diameter x height). We do not guarantee a specific volume or weight. We strive to adhere to intended sheet metal thicknesses whenever possible. Compliance with third-party intellectual property rights, labelling regulations, etc., even in designs provided by us, is the responsibility of the buyer. The buyer is solely liable for any violations of such rights and regulations and must indemnify us from all third-party claims. While we make efforts to match prescribed colours exactly for printed or painted articles, technical limitations may prevent us from guaranteeing an exact match. Designs, printing plates, and other production equipment required for order execution are only partially charged and remain our property even after payment. They may only be used as samples to third parties with our explicit approval. Designs and drawings are charged if no order is placed.

## **5. Application Note (Instructions for products):**

We can offer technical advice on application based on our current state of knowledge. These recommendations are derived from laboratory tests and practical experience, but they are non-binding and do not constitute a guarantee of product properties. Additionally, they do not absolve the buyer from the responsibility to ensure the suitability of the delivered products for their intended use.

## **6. Degrees:**

For contracts executed through multiple call-offs, the standard term, unless otherwise agreed, is six months. Each individual delivery call-off should allow for a delivery period of at least three weeks. Defects or delays in partial deliveries do not authorize the purchaser to withdraw from the remaining quantity. In the event of non-compliant execution of the agreement, we reserve the right to send the unrequested quantity to the buyer, invoice it as delivered, demand payment, or withdraw from the contract without notice, or claim damages for non-performance. In the interest of our company, we reserve the right to withdraw from the purchase contract at any time without providing reasons.

## **7. Notice of complaints/defects:**

Complaints, except for those regarding transport damages, must be reported in writing within 14 days of receiving the goods. Transport damages must be immediately documented on the delivery note and reported to us. This also applies to hidden defects, necessitating im-

mediate inspection upon receipt of goods from us. Quality complaints must be reported before processing or using the goods. In the event of defects acknowledged by us, we may, at our discretion, either grant a reasonable price discount, accept the return of defective goods and provide replacements, or reimburse the equivalent value. Claims can only be made if the failure due to these defects exceeds 1% of the total order quantity. Further claims of any kind, especially claims for damages, are excluded. The claim for defects expires at the latest one month after written rejection by us.

## **8. Payment:**

Unless otherwise agreed, the invoice amount is due within 30 days from the date of the invoice.

## **9. Retention of Title:**

All goods delivered by us, whether paid for or unpaid, remain our property until we have settled all claims against the buyer arising from the business relationship. In the event of processing or combining the delivered goods, we still retain co-ownership in accordance with § 950 of the German Civil Code (BGB), without any obligations arising from it. It is agreed that the buyer grants us co-ownership in relation to the value of our reserved goods plus the processing value to the value of the contents and other packaging materials. We become co-owners of the new movable item within the meaning of § 950 BGB or of the unified item resulting from connection or mixing according to §§ 947, 948 BGB. In any case, the buyer shall store the item free of charge for us. The buyer is entitled to sell the reserved goods in the course of ordinary business in his own name for us. He is obliged to secure our rights in the event of resale of reserved goods on credit. The buyer hereby assigns his claim from the resale to us in advance. We accept this assignment. Upon our request, the buyer must inform us of the debtors of the assigned claim and notify the debtors of the assignment. The buyer must inform us immediately, handing over the necessary documents for intervention, of any enforcement measures by third parties on the reserved goods or the claims assigned in advance, or any other impairments. We undertake to release the securities due to us according to the foregoing provisions at our discretion upon the buyer's request, to the extent that their value exceeds the secured claims by more than 20%.

## **10. Packaging:**

Non-gratuitously acquired pallets must be returned to us in good condition, free of charge, immediately, or within four weeks at the latest. Failure to meet the deadline may result in packaging charges being applied. We are obligated by the Packaging Act to accept the transport packaging used for delivering our products to you. Please reach out to your designated sales representative for further assistance.

## **11. Place of Performance and Jurisdiction:**

The place of performance for all mutual claims under this contract is the registered office of our company, located at Anna-Ohl-Straße 1, Limburg. The place of jurisdiction for all claims and obligations arising from delivery is also Limburg. We reserve the right to initiate legal proceedings against the buyer at their general place of jurisdiction.

## **12. Invalidity of a Provision:**

If any provision or part thereof of these conditions is deemed invalid, the validity of the remaining provisions shall not be affected thereby.