

General Terms and Conditions BLUM Präzisionstechnik e.K.

March 20, 2024

§ 1 Scope

1. These Terms and Conditions of Sale apply exclusively to entrepreneurs, legal entities under public law, or special funds under public law within the meaning of Section 310, Paragraph 1 of the German Civil Code (BGB). We will only recognize terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in writing.
2. These Terms and Conditions of Sale shall also apply to all future transactions with the Purchaser, insofar as these are legal transactions of a similar nature (as a precaution, the Terms and Conditions of Sale should in any case be attached to the order confirmation).
3. Individual agreements concluded with the buyer in individual cases (including ancillary agreements, supplements, and amendments) shall always take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall prevail over the content of such agreements.

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer according to Section 145 of the German Civil Code (BGB), we can accept it within two weeks.

§ 3 Documents provided

We reserve the right of ownership and copyright to all documents provided to the customer in connection with the order placement – including in electronic form – such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our express written consent. Insofar as we accept the offer of the

If the customer does not accept the order within the period specified in Section 2, these documents must be returned to us immediately.

§ 4 Prices and Payment

1. Unless otherwise agreed in writing, our prices are ex works, excluding packaging and plus VAT at the applicable rate. Packaging costs will be invoiced separately. ***)Please note the user information on the previous page and the notes in Appendix 1!**
2. Payment of the purchase price must be made exclusively to the account specified overleaf. Discounts are only permitted by special written agreement.
3. Unless otherwise agreed, the purchase price is due within 10 days of delivery (alternatives: "... the purchase price is payable within 21 days of invoicing" or "... the purchase price is payable by - specific date"). Interest on arrears will be charged at a rate of 8% above the applicable base interest rate per annum (see Appendix 1). The right to claim higher damages for late payment remains reserved.
4. Unless a fixed price agreement has been made, reasonable price changes due to changes in labor, material and distribution costs remain reserved for deliveries made three months or later after conclusion of the contract.

§ 5 Rights of retention

The purchaser is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

§ 6 Delivery time

1. The commencement of the delivery period specified by us is subject to the timely and proper fulfillment of the customer's obligations. The right to assert a defense of non-fulfillment of the contract remains reserved.
2. If the purchaser defaults on acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for any resulting damages, including any additional expenses. Further claims remain reserved. Provided the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the purchaser at the time the purchaser defaults on acceptance or payment.
3. In the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the framework of a flat-rate compensation for delay amounting to 3% of the delivery value, but not more than 15% of the delivery value.
4. Other statutory claims and rights of the purchaser due to a delay in delivery remain unaffected.

§ 7 Transfer of risk upon dispatch

If the goods are shipped to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

§ 8 Retention of title

1. We retain title to the delivered item until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the customer acts in breach of contract.

2. The purchaser is obligated to treat the purchased item with care until ownership has been transferred to him. In particular, he is obligated to adequately insure it at his own expense against theft, fire, and water damage, covering the replacement value (note: only permitted for the sale of high-value goods). If maintenance and inspection work must be carried out, the purchaser must carry it out in a timely manner at his own expense. Until ownership has been transferred, the purchaser must notify us immediately in writing if the delivered item is seized or subject to other interventions by third parties. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with Section 771 of the Code of Civil Procedure (ZPO), the purchaser is liable for any loss incurred by us.

3. The purchaser is entitled to resell the reserved goods in the normal course of business. The purchaser hereby assigns to us any claims against the buyer arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including VAT). This assignment applies regardless of whether the purchased item was resold without or after processing. The purchaser remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the purchaser meets its payment obligations from the proceeds received, is not in default of payment, and in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended.

4. The processing or transformation of the purchased item by the purchaser is always carried out in our name and on our behalf. In this case, the purchaser's expectant right to the purchased item continues to apply to the transformed item. If the purchased item is processed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the objective value of our purchased item to the other processed items at the time of processing. The same applies in the case of mixing. If the mixing occurs in such a way

If the customer's item is to be regarded as the main item, it is agreed that the customer transfers co-ownership to us on a pro rata basis and holds the resulting sole ownership or co-ownership for us. To secure our claims against the customer, the customer also assigns to us any claims that arise against a third party through the combination of the reserved goods with real estate; we hereby accept this assignment.

5. We undertake to release the securities to which we are entitled at the request of the customer, provided that their value exceeds the claims to be secured by more than 20%.

§ 9 Warranty and notification of defects as well as recourse/manufacturer's recourse

1. The purchaser's warranty rights presuppose that the purchaser has properly fulfilled its obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).
2. Claims for defects shall become time-barred 12 months after the goods delivered by us have been delivered to our customer. For claims for damages in cases of intent and gross negligence, as well as for injury to life, body, or health resulting from an intentional or negligent breach of duty by the user, the statutory limitation period shall apply. (Note: In the case of the sale of used goods, the warranty period may be completely excluded, with the exception of the claims for damages mentioned in sentence 2). To the extent that the law stipulates longer periods pursuant to Section 438 Paragraph 1 No. 2 of the German Civil Code (BGB) (buildings and items for buildings), Section 445b of the German Civil Code (right of recourse), and Section 634a Paragraph 1 of the German Civil Code (construction defects), these shall apply.

Deadlines. Our consent must be obtained before any goods are returned.
3. If, despite all due care, the delivered goods should have a defect that already existed at the time of transfer of risk, we will, at our discretion, repair the goods or deliver replacement goods, subject to timely notification of defects. We are always entitled to

Subsequent performance must be provided within a reasonable period of time.

Recourse claims remain unaffected by the above provision without restriction.

4. If subsequent performance fails, the Purchaser may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration.
5. Claims for defects shall not apply in the event of only minor deviations from the agreed quality, only minor impairment of usability, natural wear and tear, or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable building ground, or due to special external influences not assumed under the contract. If the customer or third parties carry out improper repairs or modifications, these and the resulting consequences shall also not be subject to claims for defects.
6. Claims by the purchaser for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded to the extent that the expenses increase because the goods delivered by us were subsequently transported to a location other than the purchaser's branch, unless the transport corresponds to their intended use.
7. The purchaser's recourse claims against us shall only exist to the extent that the purchaser has not entered into any agreements with its customer that go beyond the legally mandatory claims for defects. Paragraph 6 shall also apply accordingly to the scope of the purchaser's recourse claim against the supplier.

§ 10 Delivery quantities

1. We reserve the right to under-deliver or over-deliver the ordered quantity by up to 20%.

§ 11 Miscellaneous

1. This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of performance and exclusive jurisdiction for all disputes arising from this contract is our registered office, unless the Order confirmation does not state otherwise (Note: The use of this clause is not permitted if at least one of the parties is a company not registered in the commercial register).
3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

Appendix 1:

Notes

Although the clause prohibitions of the catalogue of offences in §§ 308, 309 BGB according to § 310 para. 1

BGB do not apply to general terms and conditions used with entrepreneurs within the meaning of Section 14 BGB, it cannot be automatically assumed that the use

of clauses such as those mentioned in §§ 308, 309 BGB towards entrepreneurs as a rule

withstand the content control of §§ 305 ff. BGB. According to § 307 para. 1, 2 no. 1 BGB, the

also applies to the use of general terms and conditions with entrepreneurs, an unreasonable

In case of doubt, it is to be assumed that the contracting party is disadvantaged if the clause does not correspond to the essential principles of the statutory provision from which it deviates.

According to case law, this leads to the clause prohibition catalogues of the

§§ 308, 309 BGB on the interpretation of § 307 BGB also in commercial transactions

acquire indirect meaning.

The clause prohibitions of Section 308 of the German Civil Code (BGB) are generally transferable to sales between entrepreneurs because their scope of assessment takes into account the commercial peculiarities. In contrast, the prohibitions of Section 309 of the BGB

Such a blanket solution is not possible, but the violation of Section 309 is also valid when selling

between entrepreneurs is an indication of the invalidity of the clause. In this case, it is recommended

the use of the General Terms and Conditions shall be subject to a case-by-case review by a legal expert allow.

Transparency requirement

This requirement means that in case of doubt, a clause in general terms and conditions may be unreasonable

is discriminatory if it is not clear and understandable. This commandment means that

Non-transparent clauses are to be considered invalid per se, without the addition of an unreasonable disadvantage to the contractual partner. Furthermore,

This also means that the transparency requirement also applies to price provisions and performance-descriptive clauses, which are generally exempt from content control.
are valid.

Warranty periods

For purchase and work contracts, the warranty period is 2 years. Terms and conditions may

Warranty period may be shortened as follows:

Movable property other than building materials		
- new	- Buyer is a consumer	2 years
	- Buyer is an entrepreneur	1 year
- needed	- Buyer is a consumer	1 year
	- Buyer is an entrepreneur	no
Building materials (if installed)		
- new		5 years
- needed	- Buyer is a consumer	1 year
	- Buyer is an entrepreneur	no
undeveloped land		No
Buildings		
- New building		5 years
- Old building		no

Obligation to report defects

For non-obvious defects, the period of notice of defects may not be shorter than one year in the

Terms and Conditions. The period begins with the statutory limitation period.

Reimbursement of expenses for subsequent performance

Pursuant to Section 439 (2) of the German Civil Code (BGB), the seller is obligated to bear the expenses necessary for subsequent performance (e.g., transport, travel, labor, and material costs). This obligation may not be excluded by general terms and conditions.

Limitation to subsequent performance

In the case of a defective item, the buyer may, at his or her discretion, demand the rectification of the defect or the delivery of a defect-free item, or, if the conditions are met, compensation for damages. Only if subsequent performance fails, is not possible, or is unreasonable, can the buyer – secondarily – assert warranty rights: withdrawal or reduction. Restrictions solely to subsequent performance are ineffective if the other contracting party is denied the right to reduction in price if subsequent performance fails.

Limitations of liability

Any exclusion or limitation of liability for damages resulting from injury to life, body or health that are based on an intentional or negligent breach of duty by the user or an intentional or negligent breach of duty by a legal representative or vicarious agent of the user is ineffective.

Amount of default interest

From the beginning of the default, the buyer owes the seller default interest in addition to the purchase price. If a consumer is involved in the purchase contract, either as buyer or seller, the interest rate is 5% above the base interest rate. For purchase contracts between entrepreneurs, the interest rate is determined by the

Debt law reform increased to 8% above the base interest rate.

Under [Base interest rate according to Section 247 of the German Civil Code \(BGB\) | Deutsche Bundesbank](#) the current base interest rates can be determined.

1. Scope

We place orders exclusively on the basis of these General Terms and Conditions.

Any differing or deviating terms and conditions of the supplier shall not apply unless we have expressly acknowledged them in writing. Ordering and accepting deliveries or services do not constitute acceptance or acknowledgment of the supplier's terms and conditions.

2. Offers, documents

2.1 Offers from the supplier must generally be submitted in writing or in text form and are without obligation to pay remuneration.

2.2 We reserve all ownership, rights of use, and exploitation rights, as well as all intellectual property rights, to the documents provided to the supplier for the purpose of submitting the offer. The supplier may not transfer these documents or make them accessible to third parties without our express written consent.

3. Orders

3.1. Orders are only legally binding if we place them in writing or in text form. Orders placed verbally or by telephone require subsequent written confirmation from us. Any ambiguities in the order must be clarified by contacting the supplier in writing.

3.2. The supplier is obliged to confirm the order in writing within 3 days of acceptance.

3.3 If the Supplier's order acceptances or confirmation letters deviate from the order, the Supplier is obliged to expressly point this out.

3.4 Any acceptance of the order that deviates from the order constitutes a new offer and requires our written acceptance.

4. Prices, delivery, packaging

4.1. The prices stated in the order are binding. For all deliveries, Incoterms 2010 DAP (Delivered At Place) shall apply, unless the parties have expressly agreed otherwise. The price stated in the order includes all costs for delivery in accordance with the agreed Incoterms.

4.2 Changes due to subsequent cost increases are excluded unless expressly agreed otherwise.

4.3 If the prices are not listed in our order, the supplier must state them in its order confirmation. In this case, the contract shall only be concluded upon further written confirmation from us.

4.4 If, exceptionally, prices are agreed ex works, ex warehouse of the supplier or a third party, all costs incurred up to the time of handover to the
Costs incurred by transport companies, including loading and carriage, are borne by the supplier.

4.5 The supplier must notify us of the completion of a delivery by means of a shipping note. Our order number must be indicated on this note and on other documents and invoices related to the order.

5. Invoice, payment

5.1 Invoices must be issued with all necessary supporting documents and reference to the order data. Delays due to non-compliance with these requirements shall be at the supplier's expense. In such cases, payment periods shall not begin until verifiable invoices that comply with these regulations have been submitted.

5.2 We reserve the right to make payments within 14 calendar days with a 3% discount or net within 30 calendar days. These deadlines begin upon receipt of the invoice, but not before complete, defect-free delivery or service.

5.3 We are entitled to statutory rights of set-off and retention under the conditions stated therein.

6. Dates, deadlines, contractual penalties

6.1 Agreed delivery dates are binding and are calculated from the date of the order. Compliance with these dates is determined by the arrival of the delivery at the receiving point specified in the order or by successful acceptance, if such acceptance is contractually agreed or required by law.

6.2 If the supplier realizes that it cannot meet the dates or deadlines, it must notify us immediately in writing, stating the reasons and the expected delay. Acceptance of the new delivery date requires our written consent; neither notification from the supplier nor silence in response to such notification constitutes acceptance.

6.3 If the supplier defaults on delivery, we are entitled to the statutory claims. In particular, after the expiration of a reasonable grace period, we are entitled to demand compensation instead of performance and to withdraw from the contract.

7. Condition

7.1 The purchased item must necessarily fulfil the properties or characteristics stated in the specification according to the order as agreed quality characteristics.

7.2 If the supplier receives drawings, samples or other specifications from us, these shall be the sole determining factors for the type, quality and design of the goods to be delivered.

7.3 The delivered goods must comply with the applicable statutory accident prevention regulations, VDE regulations, other statutory provisions and regulations as well as the recognized rules of technology.

8. Liability for material defects

8.1 The Supplier shall ensure compliance with the warranties it has provided and that the deliveries or services are free from defects. In particular, they must also comply with the relevant public law provisions, guidelines, and regulations of authorities.

8.2 In the event of defects, we are entitled to the statutory warranty claims. In particular, we are entitled to demand from the supplier, at our discretion, either remedy the defect or deliver or manufacture a new product. The supplier shall bear the costs incurred in connection with subsequent performance. The statutory right to compensation, compensation in lieu of performance, or the assertion of warranty claims remains reserved.

8.3 The limitation period for claims for defects shall be 24 months, unless a longer period is provided for by law.

9. Product liability, indemnity from third-party claims, insurance, intellectual property rights

9.1. If we are held liable for a defective product under product liability regulations, we are entitled to charge the supplier for any damages incurred, to the extent that the supplier is responsible for the defects. The supplier will indemnify us against third-party claims for damages if the defect is within the supplier's area of responsibility.

9.2 The supplier shall reimburse us for any measures we take to prevent product liability claims in such cases, to a reasonable and necessary extent. Other statutory claims to which we are entitled remain unaffected.

9.3 The Supplier undertakes to insure itself adequately against all product liability risks affecting it and to provide proof of insurance upon request.

9.4 The supplier shall provide deliveries or services free from third-party intellectual property rights, in particular for the contractually agreed purposes of use.

9.5 The supplier shall indemnify us against any claims by third parties for resulting infringements of intellectual property rights and shall reimburse us for all expenses incurred by us as a result of claims by third parties if these are based on a culpable breach of duty by the supplier or its vicarious agents.

10. Withdrawal from the contract and compensation

10.1 If the supplier does not fulfil the obligation assumed with the order confirmation or does not fulfil it in accordance with the contract, we may withdraw from the contract after the unsuccessful expiry of a reasonable period for performance and demand compensation instead of performance.

10.2 We shall also have the right to withdraw from the contract if the supplier suspends deliveries or applies for the opening of insolvency proceedings.

11. Retention of title and provisions

11.1 We object to any retention of title provisions and declarations of the supplier that go beyond simple retention of title.

11.2 Any items provided by us to the supplier remain our property, as do any tools, drawings or other documents provided to the supplier in connection with the conclusion or execution of the contract.

12. Confidentiality

The supplier is obligated to keep secret all drawings, plans, illustrations, calculations, models, etc. provided to him, unless they are generally known or made publicly accessible. This obligation of confidentiality shall continue beyond the termination of the contract. The obligation of confidentiality shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. If the supplier violates this obligation of confidentiality, he is obligated to pay us a contractual penalty. The amount of the contractual penalty shall be determined in

at our reasonable discretion and, in the event of a dispute, shall be reviewed for fairness by the competent court. Further claims remain unaffected.

13. Place of performance, choice of law, place of jurisdiction, miscellaneous

13.1 The place of performance for the Supplier's obligations is the shipping address stated in the order.

13.2 The law of the Federal Republic of Germany shall apply exclusively

13.3 Should any provision of these Terms and Conditions be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall then be replaced by a legally permissible provision that achieves the meaning and purpose of the provision as closely as possible.