

BMZ GERMANY GMBH

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Terms of sale and delivery

I. General terms and conditions

Our deliveries and other services are exclusively subject to the following terms and conditions.

General terms and conditions of the buyer shall only apply insofar as BMZ has expressly agreed to them in writing.

II Conclusion of contract, written form

The mutual concurring written declarations shall be decisive for the scope of the deliveries. This shall apply to all essential parts of the contract. Oral declarations shall only be valid if confirmed in writing by an authorized representative of BMZ.

II Prices, terms of payment and set-off

1. Prices are quoted ex works excluding packaging plus the applicable statutory value-added tax.
2. If BMZ experiences unforeseen price increases after conclusion of the contract for which BMZ is not responsible, BMZ shall be entitled to pass on these price increases to the customer at its reasonable discretion. The price increase shall be proven by BMZ.
3. Payments are to be made free paying agent of the supplier.
4. The buyer can only set off with such claims which are undisputed or legally binding or which are counterclaims from the same contractual relationship. The same shall apply to the assertion of a right of retention or a right of reduction. The customer reserves the right to reclaim payments made.

III Retention of Title, Consequence of Default in Payment

1. The items of the deliveries (goods subject to retention of title) shall remain the property of BMZ until all claims we have against the customer arising from the business relationship have been satisfied. The cover limit is 110% of the secured claims. If this is exceeded, there is a claim for release.
2. The purchaser is entitled to resell the goods subject to retention of title in the normal course of business. The customer hereby assigns to BMZ the claims of

the buyer arising from the resale of the reserved goods in the amount of the final invoice amount agreed with BMZ (including value added tax). This assignment shall apply regardless of whether the purchased goods have been resold without or after processing. In the event of processing, the parties agree that in the event of processing of the goods, BMZ shall acquire a co-ownership right in the newly created goods in the amount of our claim. The customer shall remain authorized to collect the claim even after assignment. Our authority to collect the claim ourselves shall remain unaffected. However, BMZ shall not collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.

3. In the event of seizures, confiscations or other dispositions or interventions by third parties, the buyer shall notify BMZ without delay.

4. In the event of breaches of duty by the orderer, in particular in the event of default in payment, BMZ shall be entitled to withdraw from the contract in addition to taking back the goods after the unsuccessful expiry of a reasonable deadline set for the orderer to perform; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods. The taking back or assertion of the reservation of title or the seizure of the reserved goods by BMZ shall not constitute a withdrawal from the contract, unless we expressly declare this.

IV. Deliveries; Force Majeure

1. Compliance with deadlines for deliveries shall require the timely receipt of all documents to be provided by the customer, necessary approvals and releases, in particular of plans, as well as compliance with the agreed terms of payment and other obligations by the customer. If these prerequisites are not fulfilled in time, the deadlines shall be extended accordingly. Delivery dates and delivery periods shall only be binding if they have been designated as such in the contract.
2. If the failure to meet the deadlines is due to force majeure, e.g. epidemics, official measures, mobilization, war, riot, strike, lockout or similar events,

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the deadlines shall be extended accordingly. The same shall apply in the event of non-timely or improper delivery to BMZ for delivery items which BMZ does not manufacture itself.

3. The customer shall be obligated to declare within a reasonable period of time upon BMZ's request whether he will withdraw from the contract due to the delay in delivery or whether he will insist on delivery.

If dispatch or delivery is delayed at the request of the customer by more than one month after notification of readiness for dispatch, the customer may be charged storage costs amounting to 0.5 % of the price of the items of the supplies for each additional month or part thereof, but not exceeding a total of 5 %. The contracting parties shall be free to prove higher or lower storage costs.

4. Partial deliveries shall be permissible insofar as they are reasonable for the Purchaser.

V. Place of Performance, Transfer of Risk, Insurance

1. The place of performance and fulfillment for the delivery of the goods shall be the supplier's production plant specified in the order. The Incoterms 2020, EXW Karlstein, shall apply.

2. The risk shall pass to the Purchaser even in the case of carriage paid delivery: as soon as the goods have been shipped or collected.

3. At the request and expense of the customer, deliveries shall be insured by BMZ against the usual transport risks.

VI Acceptance

The customer may not refuse acceptance of deliveries due to insignificant defects.

VII Material defects

We shall be liable for material defects as follows:

1. Notifications of defects must be made in writing without delay.

2. The customer must inspect the goods upon receipt in accordance with the requirements of § 377 of the German Commercial Code (HGB) and give notice of defects without delay. The period of notice for obvious

defects is 8 days, for hidden defects 14 days from receipt of the goods by the purchaser.

3. The warranty period in B2B business is 12 months.

4. All those parts or services which show a material defect shall, at the discretion of BMZ, be repaired, re-delivered or re-performed free of charge, provided that the cause of the defect already existed at the time of transfer of risk. BMZ shall be entitled to a right of inspection in case of any notice of material defect. For this purpose, the customer shall also be obliged to return the item concerned to BMZ. To return replaced products to BMZ upon request.

5. The provisions of §§ 478, 479 BGB (German Civil Code) shall only apply if the orderer has sold the goods unassembled to an end consumer.

6. Insofar as goods have been sold to an end consumer, BMZ shall be directly liable to the end consumer for material defects. The purchaser undertakes to forward any notices of defects to BMZ immediately in writing for processing. If the buyer does not forward the notice of defects to BMZ, BMZ's liability for material defects vis-à-vis the buyer shall be excluded pursuant to § 478 of the German Civil Code (BGB). Agreements concluded by the buyer with the end consumer beyond the statutory warranty provisions shall not bind BMZ. Notification of defects by the buyer must be made in writing without delay.

7. If the notification of defects is unjustified, BMZ shall be entitled to demand a flat-rate complaint fee of € 75. The buyer can prove that BMZ did not incur damages in this amount. BMZ reserves the right to assert a claim for concretely incurred damages.

8. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, as well as in the case of non-reproducible software errors. If the Purchaser or third parties make improper modifications, there shall also be no claims for defects for these and the resulting consequences.

9. Claims of the Purchaser for expenses incurred in the course of supplementary performance, in

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particular transport, travel, labor and material costs, shall be excluded to the extent that expenses are increased because the subject-matter of the Supplies has subsequently been brought to another location than the Purchaser's branch office, unless doing so complies with the normal use of the Supplies.

VIII. Industrial property rights and copyrights; defects of title

1. BMZ reserves the unrestricted property rights and copyrights to cost estimates, drawings and other documents (hereinafter: documents). The Documents may only be made accessible to third parties with prior consent and, if the order is not placed with BMZ, shall be returned to BMZ immediately upon request. Sentences 1 and 2 shall apply accordingly to documents of the buyer; these may, however, be made accessible to such third parties to whom BMZ has permissibly transferred deliveries.

2. Unless otherwise agreed, BMZ shall be obliged to make the delivery free of industrial property rights and copyrights of third parties (hereinafter: property rights) only in the country of the place of delivery. If a third party asserts justified claims against the customer due to the infringement of property rights by deliveries made by BMZ and used in accordance with the contract, BMZ shall be liable to the customer within the period stipulated in Art. VII No. 3 as follows:

a) BMZ shall, at its option and expense, either obtain a right of use for the Supplies concerned, modify them so that the IPR is not infringed, or replace them.

b) BMZ's obligation to pay damages shall be governed by Art. X.

3. The aforementioned obligations of BMZ shall only exist insofar as the orderer immediately notifies us in writing of the claims asserted by the third party, does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for us. If the orderer discontinues the use of the delivery for reasons of mitigation of damages or other important reasons, it shall be obliged to point out to the third party that the discontinuation of use does not constitute an acknowledgement of an infringement of property rights.

4. Claims of the Purchaser shall be excluded to the extent that the Purchaser is responsible for the infringement of the IPR.

5. Claims of the customer shall also be excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by BMZ or by the fact that the delivery is modified by the customer or used together with products not supplied by BMZ. 6. in the event of infringement of property rights, the customer shall be entitled to claim damages.

6. In the event of infringements of property rights, the claims of the orderer regulated in no. 2 a) shall otherwise be governed by the provisions of Art. II. No. 3, as well as VII No. 5 shall apply accordingly. BMZ shall be granted the right to rectify the defect.

7. In the event of other defects of title, the provisions of Art. VIII shall apply accordingly.

8. Any further liability shall be governed by clause XI.

IX. Impossibility; Adjustment of Contract

If unforeseeable events within the meaning of Art. IV No. 2 significantly change the economic significance or the content of the delivery or have a significant effect on BMZ's operations, the contract shall be adjusted appropriately in good faith. Insofar as this is not economically justifiable, BMZ shall have the right to withdraw from the contract. If BMZ intends to make use of this right of withdrawal, BMZ shall notify the customer thereof without undue delay after having become aware of the consequences of the event, even if an extension of the delivery period had initially been agreed with the customer.

X. Liability

1. BMZ shall be liable only in accordance with the following provisions:

a) Unrestrictedly according to the statutory provisions for damages to life, body and health,

- which are based on a negligent or intentional breach of duty by the supplier,

- as well as for damages covered by the liability according to the Product Liability Act;

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- as well as for damages based on intentional or grossly negligent breach of contract;

- as well as fraudulent intent.

b) BMZ shall also be liable for damages caused by simple negligence, insofar as this negligence concerns the violation of such contractual obligations, the compliance with which is of particular importance for the achievement of the purpose of the contract. The same shall apply if the customer is entitled to claims for damages instead of performance. However, BMZ shall only be liable insofar as the damages are typically associated with the contract and are foreseeable.

c) Claims for damages based on an intentional or negligent violation of essential contractual obligations shall be limited to the foreseeable damage typical for the contract.

d) The above liability provisions shall also apply with regard to the liability of the Supplier for its vicarious agents and legal representatives.

2. Any further claims for damages shall be excluded.

XII. Statute of Limitations

1. All claims of the Purchaser - irrespective of the legal grounds - shall become statute-barred after 12 months, unless otherwise provided for in subsection. The limitation period shall commence upon receipt of the goods by the Purchaser.

2. In the case of intentional or fraudulent conduct, in the case of culpable injury to life, limb and health and in the case of claims under the Product Liability Act, the statutory periods shall apply. Insofar as new rights of the customer arise due to material defects within the scope of the rectification of defects by BMZ, all claims shall become statute-barred at the latest 24 months after delivery of the original goods.

XIII Place of jurisdiction and applicable law

1. If the customer is a merchant, the sole place of jurisdiction shall be the Regional Court of Frankfurt.

2. German substantive law shall apply to the legal relationships in connection with this contract to the exclusion of the United Nations Convention on

Contracts for the International Sale of Goods (CISG) and German international private law.

XVI Written form, severability clause

1. Amendments or supplements to this contract must be made in writing. If they do not satisfy this requirement, they shall be null and void. This shall also apply to amendments to this written form clause."

2. Should individual parts of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by provisions that come closest to the economic intention according to reasonable discretion.

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