

Date: 17.02.2022

§ 1 Formation of Contract

1. These terms and conditions exclusively apply to this and subsequent transactions with the purchaser. Divergent terms and conditions of the purchaser are only valid if they constitute individual agreements. Contradictory purchasing conditions of the purchaser do not apply, even if they are included in a confirmation letter from the purchaser following our confirmation of the order, and we do not object. Our silence constitutes rejection. Our terms and conditions are considered accepted at the latest upon acceptance of the goods by the purchaser, especially in the case of telephone orders. Deviations due to individual agreements require written form.

2. Delivery contracts are concluded either through our written order confirmation after a written order or through delivery. All oral, especially telephone, additional agreements and amendments, including those concerning the execution of the order, require our separate written confirmation to be valid.

3. The documents accompanying the offer, such as illustrations, drawings, weights, and dimensions, are only approximately authoritative unless expressly identified as binding. We reserve ownership and copyright in cost estimates, drawings, and other documents, which may not be made accessible to third parties.

§2 Delivery Items

1. The scope of delivery is determined by our written order confirmation. If no written order confirmation is provided, the scope of delivery is based on the agreements made between the purchaser and us.

2. Design or form changes that are due to improvements in technology or legal requirements remain reserved during the delivery period, provided that the delivery item is not significantly changed and the changes are reasonable for the purchaser.

3. If we subsequently receive indications of irregular payment transactions by the purchaser, the application for or opening of a moratorium or insolvency proceedings, or any other deterioration of its economic situation, we are entitled to make delivery dependent on advance payment of the purchase price or to deliver by cash on delivery.

4. The scope of delivery and the delivery item are determined - in addition to paragraph 1 - if applicable, by additional performance descriptions, provided that they have become part of the contractual agreement.

5. We reserve the right to provide a service of equal quality and price.

§ 3 Delivery time

1. Subject to proper and timely self-supply, we will make every effort to meet delivery dates. If there are difficulties with self-supply regarding the availability of the goods or the timeliness of this availability, we are obliged to notify the other party immediately. If there is a delay of more than six weeks, both parties are entitled to withdraw from the contract by written declaration to the other party. In this case, any services already provided must be reimbursed immediately. Further claims, in particular claims for damages, do not exist.

2. The delivery time starts with the dispatch of the order confirmation, but not before the purchaser has provided any necessary documents, approvals, releases, and not before receipt of an agreed down payment.

3. The delivery time is considered to be met if the readiness for dispatch is notified by the deadline or if the goods have left our premises.

4. The delivery time is extended in case of measures in the context of industrial action, in particular strikes and lockouts, as well as in the event of unforeseeable obstacles beyond our control, such as operational disruptions or delays in the delivery of essential materials, insofar as such obstacles demonstrably have a significant impact on the delivery of the goods. This also applies if the circumstances occur with subcontractors. The delivery time is extended according to the duration of such measures and obstacles. If there is a delay of more than six weeks, both parties are entitled to withdraw from the contract by written declaration to the other party. In this case, any services already provided must be reimbursed immediately. Further claims, in particular claims for damages, do not exist.

The aforementioned circumstances are not attributable to us even if they arise during an existing delay. We will inform the purchasers immediately of the beginning and end of such obstacles.

§ 4 Packaging and shipping

1. The shipment of goods (including any returns) is at the cost and risk of the purchaser.

2. The choice of shipping method is at our discretion. There is no entitlement to the most cost-effective shipping.

3. We reserve the right to make the shipment not from the place of performance within the meaning of -ß 12 Clause 1, but from another location of our choice.

4. The packaging will be charged separately by us.

§ 5 Payment

1. The prices are understood as net ex works. Value-added tax at the applicable statutory rate will be added where applicable.

2. For invoice amounts below € 25 net without value-added tax, a small quantity surcharge of € 5 net plus value-added tax will be charged.

3. If, at the time of contract conclusion, a prospective quantity to be purchased is determined and we incur development and startup costs to create the production conditions that are included in the intended purchase quantity and for price calculation purposes, we are entitled to retroactively charge the proportionate, unamortized costs mentioned above if the purchaser, for reasons not attributable to us, does not call off the anticipated purchase quantity, e.g. due to reduced demand, contract termination, etc. The above provision also applies to framework and successive delivery contracts.

§ 6 Reservation of title

1. We reserve the ownership of the delivered goods for all claims arising from the current and future business relationship with the buyer (current account reservation). The inclusion of individual claims in an ongoing account or their offsetting and recognition does not negate the reservation of title.

2. We are entitled to take back our reserved goods during the buyer's usual business hours, if the buyer fails to fulfill its obligations towards us, particularly in case of payment default, and for this purpose to enter all of the buyer's storage and business premises. Retaking the goods is not considered unlawful intrusion.

3. In case of processing of our goods or their combination with other products, we acquire co-ownership of the resulting items created by processing or combination, which the possessor keeps in safekeeping for us free of charge with the care of an ordinary merchant. Our co-ownership share is determined by the fraction that corresponds to the value of our goods in relation to the value of the resulting item. If the buyer acquires sole ownership through the combination, it shall already assign co-ownership to us in proportion to the value of the reserved goods to the value of the resulting item. For resale, the following clause 4 applies; the claim arising from the resale or other legal basis is already assigned to us in the amount of the aforementioned fraction.

4. If the reserved goods are sold by the buyer alone or together with non-owned goods, the buyer shall already assign the claim arising from the resale in the amount of the value of the reserved goods with all ancillary rights and priority over the rest. We accept the assignment. The value of the reserved goods is our invoiced amount.

5. The buyer is only authorized to resell, use or install the reserved goods in the usual course of business. The buyer is not authorized to dispose of the reserved goods, particularly by pledging or transferring them as security.

6. The authorization to resell, use or install the reserved goods does not apply if the buyer concludes transactions with a third party on terms that do not allow it to assign claims against third parties to us.

7. Subject to revocation, the buyer authorizes us to collect the assigned claims. We will not use our own collection authority as long as the buyer fulfills its payment obligations. Upon our request, the buyer must provide all necessary information on the inventory of the goods owned by us and the assigned claims and rights, and inform its customers about the assignment. We are entitled, but not obligated, to notify the buyer's customers of the assignment and to assert the assigned claims in our own name. The enforcement of the assigned rights is at the expense and risk of the buyer, without us being obligated to do so or held liable by the buyer.

8. The buyer must immediately inform us of any enforcement measures taken by third parties against the reserved goods or assigned claims and hand over the necessary documents for objection.

9. We undertake to release the securities to which we are entitled upon request of the buyer, to the extent that the value of their secured claims, provided these have not yet been settled, exceeds them by more than 20%.

10. Pledges, transfers of ownership by way of security, and transfers of security interests in the reserved goods, as well as disposals of our rights and other actions that impair our rights by the buyer, are prohibited.

11. In the event of third-party access to the reserved goods, the assigned claims or the rights established in the preceding paragraphs, the buyer must refer to our ownership and inform us immediately. The buyer shall bear all costs of necessary interventions, insofar as they cannot be recovered from third parties.

12. The withdrawal of the reserved goods and their seizure by us does not constitute a withdrawal from the contract; such measures are only taken to secure our claims.

13. In the event of the initiation of judicial composition or insolvency proceedings, we do not agree to the further sale of the reserved goods.

§ 7 Zahlungen

1. Invoices are payable immediately net.

2. All payments must be made free of charge to our registered office.

3. We will charge default interest at 9% p.a. above the respective discount rate of the Deutsche Bundesbank, ... They may be set higher or lower if we can demonstrate an interest burden that is higher or if the purchaser can demonstrate a lower interest burden.

4. Retention of payments due to any counterclaims of the purchaser that are not recognized by us or not legally established is not permissible, nor is offsetting with such counterclaims.

5. If the payment terms are not complied with or if facts become known that indicate that the purchase price claims are at risk due to the purchaser's liquidity problems, we are entitled to make further deliveries dependent on advance payment or the provision of collateral.

§ 8 Transfer of Risk

The risk passes to the purchaser as soon as the shipment leaves our premises or if shipment is postponed at the request of the purchaser. We do not cover transport damages or loss of goods. If claims can be made against liable third parties and/or insurers, the purchaser's claim against us will be satisfied by assigning these claims to the purchaser.

§ 9 Warranty

1. If we have not manufactured the goods delivered to the purchaser ourselves but obtained them from a supplier, we fulfill our warranty obligations by assigning to the purchaser all our own warranty claims against our supplier. The purchaser hereby accepts this assignment for the purpose of fulfilling our obligations. If the assignment cannot be enforced or fails, the purchaser's subsidiary warranty claims against us are governed by the provisions of the following paragraph 2.

2. The delivered goods have the quality apparent from the product description, or otherwise the customary quality. Statements regarding quality do not constitute a guarantee unless expressly designated as such.

3. If the purchase is a commercial transaction for both parties, the purchaser shall examine the goods immediately after delivery, insofar as this is practicable in the ordinary course of business, and if a defect is discovered, shall notify us immediately. The same applies in the case of short delivery.

If the purchaser fails to give notice, the goods shall be deemed approved, unless the defect was not detectable during the examination.

Concealed defects must be reported to us in writing immediately after their discovery. Further statutory provisions remain unaffected.

In the event of a defect being discovered, the purchaser is obliged to make the disputed goods available to us for examination. If the purchaser culpably refuses to do so, all claims are forfeited. If the purchaser's complaint is justified, he is entitled to demand rectification or replacement as part of subsequent performance. We are entitled to refuse the chosen type of subsequent performance if it can only be carried out at disproportionately high costs or if the chosen type of subsequent performance is more expensive than the other and does not involve significant disadvantages for the purchaser compared to the other type of subsequent performance. In the case of subsequent performance by repair, our right to repair is limited to three attempts with regard to the same defect, and to six attempts in total with regard to all defects.

If the purchased item is to be moved to a location other than the original place of delivery after subsequent performance has been carried out, the purchaser shall bear the additional costs incurred in this respect. The same applies if the purchaser returns the defective item to us for subsequent performance from a location other than his place of business/the place of delivery. The purchaser is only entitled to assert further warranty claims if he has set us a reasonable deadline for subsequent performance by repair or replacement and this has expired without success. If only a minor defect exists, the purchaser's right to rescind the contract is excluded. This does not affect the right to reduce the purchase price.

4. Warranty obligations do not exist if:

a) the defect is due to improper use, operation or maintenance or inadequate servicing, faulty assembly and commissioning, or violent impact and other external influences (e.g. chemical, electromagnetic, electrical, etc.), to the extent that we are not responsible for them;

b) the defect is due to improper modification of the delivery item, in particular the use of unsuitable, in particular foreign, spare parts, and the damage is causally related to this modification.

5. The disputed goods must be sent to us with the original delivery note or its photocopy. Negotiations regarding complaints do not constitute a waiver of our right to object to untimely or improper complaints about defects.

6. The purchaser is only entitled to withhold payments and invoke claims for defects to the extent that it is proportionate and in good faith with respect to the reported defect, i.e., up to the maximum amount of the purchase price for the specific item reported as defective.

7. If the purchaser or a third party performs improper repairs, we assume no liability for any resulting consequences. The same applies to modifications made to the delivered goods without our prior written consent.

8. Section 10 shall apply additionally to claims for damages.

9. To the extent that software or other copyrightable goods and rights are included in the scope of delivery, the purchaser is granted a non-exclusive right to use the delivered software, including the associated documentation. The purchaser may only use and edit the software within the legal limits and is obliged not to remove manufacturer information or modify our prior written consent.

The purchaser is not entitled to transfer the software or the rights thereto to third parties without our prior written consent, for example by license.

10. The warranty period for material defects is one year from delivery of the goods.

The above limitations and shortening of periods do not apply to claims arising from damages caused by us,

- our legal representatives, or vicarious agents;
- in cases of injury to life, body or health;
- in cases of intentional or grossly negligent breach of duty or fraudulent intent;
- in cases of breach of essential contractual obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on which the contracting partner can regularly rely (cardinal obligations);
- or within the scope of a guarantee promise, if agreed, or to the extent that the scope of the Product Liability Act applies.

§10 Liability

1. Claims for damages and reimbursement of expenses by the purchaser (hereinafter referred to as "claims for damages"), regardless of the legal basis, in particular due to breaches of duties arising from the contractual relationship or from tortious acts, are excluded.

2. This does not apply in cases of mandatory liability, for example under the Product Liability Act, in cases of intent, gross negligence, for injury to life, body or health, or for breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment is necessary for the proper performance of the contract and on whose compliance the contracting party may regularly rely (cardinal obligations).

3. However, the claim for damages for breach of essential contractual obligations is limited to the typical, foreseeable damage under the contract, unless there is intent or gross negligence or liability is incurred for injury to life, body or health. The above provisions do not result in a shift of the burden of proof to the detriment of the purchaser.

4. Insofar as the purchaser is entitled to claims for damages under this clause 9, such claims shall become time-barred upon expiry of the limitation period applicable to claims for defects in accordance with clause 9. (9) The statutory limitation periods apply to claims for damages under the Product Liability Act. –

§11 Offsetting / Right of retention

1. The customer can only offset our claims with counterclaims that are undisputed or legally established.
2. Unless otherwise specified in these terms and conditions, this also applies to the assertion of rights of retention.

§ 12 Place of Performance and Jurisdiction

1. The place of performance is our respective place of delivery.
2. In all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law, or a special fund under public law, the action must be brought before the court that has jurisdiction over our headquarters in Verl/Germany. We are also entitled to file a lawsuit at the customer's headquarters.

§13 Applicable Law

German law shall apply exclusively, excluding the laws on the international sale of goods, even if the customer has its registered office abroad.

§ 14 Form Agreements

Changes, supplements, and collateral agreements to these general terms and conditions as well as to individual contracts require written form to be effective. This also applies if the written form is to be dispensed with for changes.

Oral collateral agreements have not been made.

§15 Miscellaneous

1. Transfers of the customer's rights and obligations from the contract concluded with us require our written consent to be effective.
2. Should individual provisions of the above terms and conditions be or become invalid, voidable or ineffective in whole or in part, this shall not affect the validity of the remaining provisions and of the contract as a whole. The parties to the contract will then carry out the contract with an effective replacement regulation that comes closest to the economic purpose pursued with the lapsed provision.

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