General Terms and Conditions of Sale

PartSpace GmbH
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§ 1 General Provisions

1. All our deliveries, services, and offers are made exclusively on the basis of these Terms and Conditions, even if they are not expressly referred to during negotiations. We do not recognize any conflicting terms and conditions, even if we do not expressly object to them or if we refer to correspondence from the contractual partner that refers to their own terms and conditions. These General Terms and Conditions shall apply to all contracts with entrepreneurs, legal entities under public law, and special funds under public law, including all future business relationships, even if they are not expressly agreed again. At the latest upon acceptance of the goods, these Terms and Conditions shall be deemed accepted.
2. Conflicting or deviating terms and conditions of the purchaser shall only apply if we have expressly agreed to their validity in writing.

§ 2 Offers, Conclusion of Contract, and Documents

1. Our sales staff are not authorized to make oral ancillary agreements or assurances that go beyond the content of the written contract. All agreements relating to this contract are set out in the written contractual documents. Oral ancillary agreements do not exist.
2. Delivery time information is approximate and non-binding unless its binding nature has been expressly agreed. Information regarding the subject matter of delivery (e.g. technical data, tolerances, dimensions, weights, etc.) and its presentation are merely descriptions and designations and shall only be binding if we expressly confirm them.
Customary technical and structural modifications to the delivery items remain reserved, provided they do not unreasonably impair the customer and do not affect the usability of the purchased item.
3. Our offers are subject to change and non-binding until the contract is concluded.
4. We reserve ownership and copyright to construction drawings, samples, cost estimates, and similar tangible or intangible company documents. These must always be treated as strictly confidential and may not be made accessible to third parties without our consent. In the event of a breach of these obligations, the

purchaser shall be fully liable in accordance with statutory provisions. Reference advertising using our name or similar is only permitted with prior consent.

§ 3 Prices

1. Our prices are ex works, excluding loading and packaging, which will be charged separately. Unloading and storage are the responsibility of the purchaser. Statutory VAT applicable on the invoice date shall be added to the prices. The purchaser shall bear the costs of any agreed transport or similar insurance, unless otherwise agreed.
2. In the case of partial deliveries, each delivery may be invoiced separately.
3. If changes to the cost basis occur on a delivery date that is four months after conclusion of the contract (e.g. price increases for raw materials, materials, wages, transport, or storage), we reserve the right to adjust prices accordingly after informing the purchaser. The price increase may only be asserted within two months after the occurrence of the cost increases. The individual cost elements and their increases must be appropriately weighted when calculating the new price. If some cost elements increase while others decrease, this must also be taken into account.
4. If no prices have been agreed upon at the time of conclusion of the contract, the prices valid on the delivery date shall apply.

§ 4 Payment Terms

1. Unless otherwise stated in the order confirmation (or alternatively the invoice), the price is due for payment without deduction within 10 days from the invoice date.
2. If the purchaser is in default of payment, we are entitled to charge default interest at a rate of 9 percentage points above the base interest rate. We reserve the right to prove and charge higher interest damages. In the event of default, we are also entitled to revoke agreed discounts, cash discounts, and other concessions. We may require advance payment for further deliveries.
3. Failure to comply with payment terms, default, or circumstances that may reduce the purchaser's creditworthiness shall result in the immediate due date of all our claims.
4. The purchaser shall only be entitled to set-off if their counterclaims have been legally established, are ready for decision, have been acknowledged by us, or are undisputed.

5. The purchaser shall only be entitled to exercise a right of retention insofar as the counterclaim arises from the same contractual relationship or has been acknowledged, legally established, or is ready for decision.
6. We are not obliged to accept bills of exchange or checks. Credits for such instruments are always subject to collection (on account of payment, not in lieu of performance) and are credited with value on the day we can dispose of the equivalent amount. Bills of exchange are credited subject to deduction of discount, stamp duty, bank charges, and, if applicable, collection costs.
7. Further contractual or statutory claims in the event of default remain unaffected.

§ 5 Delivery Terms and Obstacles to Delivery

1. The delivery period begins with the dispatch of the order confirmation, but not before receipt of documents, approvals, releases to be procured by the purchaser, receipt of an agreed down payment, and clarification of all technical questions.
2. The delivery period is deemed complied with if, by its expiry, the delivery item has left the factory or readiness for dispatch has been notified.
3. In the event of unforeseen obstacles beyond our control which we could not avert despite reasonable care under the circumstances—whether occurring at our premises or at those of a subcontractor—such as force majeure (e.g. war, fire, natural disasters), delays in the supply of essential raw materials, etc., we are entitled to extend the delivery period by the duration of the obstacle. The same applies in the event of strikes or lockouts at our premises or those of our suppliers. We shall inform the purchaser without delay and immediately refund any consideration already paid. If the obstacle results in a delay of more than one month, we are also entitled to withdraw from the delivery contract in whole or in part.
4. Correct and timely self-supply is reserved. We shall inform the purchaser of delays. If we are not supplied correctly or on time by our suppliers through no fault of our own, the performance period shall be extended accordingly. In this case, we may also withdraw from the contract with respect to the undelivered items if the delivery period is extended by more than one month. Where permissible under competition law, we shall assign to the purchaser our claims against the supplier for non-contractual delivery. Further claims for damages or reimbursement of expenses against us are excluded.
5. In the event of delivery delay, the purchaser may withdraw from the contract after the fruitless expiry of a reasonable grace period; in the event of impossibility of performance, this right exists without setting a deadline.

Claims for damages (including consequential damages) are excluded, subject to paragraph 6 and § 9, which do not aim to reverse the burden of proof; the same applies to claims for reimbursement of expenses.

6. If dispatch is delayed at the request of the purchaser, storage costs incurred shall be charged starting one week after notification of readiness for dispatch.

§ 6 Transfer of Risk, Acceptance of Goods, and Partial Deliveries

1. In the case of collection by the purchaser, risk passes upon segregation and agreed provision of the goods. In the case of shipment, risk passes upon handover to the carrier. In the case of delivery obligations, risk passes upon leaving our factory premises. The same applies in the event of default of acceptance.
2. Delivered items must be accepted by the purchaser, even if they exhibit minor defects, without prejudice to rights under §§ 8 and 9. Partial deliveries are permissible provided they are reasonable for the purchaser.

§ 7 Retention of Title

1. The goods remain our property until full payment has been made. In business transactions with entrepreneurs, we retain ownership of all delivered goods until all current and future claims arising from the business relationship have been settled. The retention of title also applies to replacement or spare parts (e.g. motors, control units), even if installed, as they do not become essential components within the meaning of § 93 BGB.
In the case of bill-of-exchange procedures, retention of title continues until our release from bill liability. In current account relationships, ownership is retained until settlement of all balances; this applies to the recognized balance accordingly.
2. In the event of breach of contract by the purchaser, particularly payment default, we are entitled, after setting an unsuccessful deadline, to repossess the goods. Repossession alone does not constitute withdrawal unless expressly declared. Costs incurred (especially transport costs) shall be borne by the purchaser. We may prohibit resale, processing, or mixing of goods under retention of title and revoke collection authorization. Redelivery may only be demanded after full settlement of all claims.
3. The purchaser is obliged to handle the goods with due care, including necessary inspections and maintenance.

4. The purchaser may not pledge, assign as security, or assign the delivery item or replacement claims. In the event of seizure or third-party intervention, the purchaser must notify us immediately in writing. Costs incurred despite successful legal action shall be borne by the purchaser.
5. The purchaser is entitled to resell, process, or mix the goods in the ordinary course of business but hereby assigns to us all resulting claims, including ancillary rights, in the amount of the invoiced final amount including VAT. In cases of co-ownership or resale with third-party goods, assignment applies proportionally. The purchaser remains authorized to collect the claims unless in default or insolvency. Otherwise, disclosure and notification obligations apply.
6. Retention of title also extends to products resulting from processing or transformation. We are deemed the manufacturer and acquire co-ownership proportionally. The purchaser stores such items on our behalf.
7. Claims arising from the combination of delivery items with real property are also assigned to us as security with priority.
8. Securities shall be released at our discretion if their estimated value exceeds secured claims by more than 50%.
9. If retention of title is subject to special requirements in the destination country, the purchaser must ensure compliance.

§ 8 Liability for Defects

For defects, we are liable as follows, provided the purchaser is a merchant and has complied with inspection and notification obligations under § 377 HGB:

1. We may choose repair or replacement delivery, provided the defect is not insignificant. We may refuse disproportionate or impossible remedies.
2. If subsequent performance fails, the purchaser may reduce the price or withdraw. Further claims are excluded or limited pursuant to § 9.
3. No warranty applies to damage caused by improper use, incorrect installation, natural wear, improper handling, excessive stress, unsuitable operating materials, construction defects, unsuitable ground, or unauthorized modifications.
4. Claims for defects expire one year after delivery, except for construction-related goods, where five years apply.
5. Guarantees are only valid if expressly granted in writing.

§ 9 Withdrawal and Liability

1. Statutory withdrawal rights remain unaffected.
2. We are fully liable only for intent, gross negligence, injury to life, body, or health, guarantees, product liability, and mandatory statutory liability.
3. For breach of essential contractual obligations, liability is limited to foreseeable typical damage.
4. All other liability is excluded.
5. The same applies to pre-contractual fault.
6. The above applies to reimbursement of expenses accordingly.
7. Liability limitations also apply to legal representatives and agents.
8. No reversal of the burden of proof is intended. Cardinal obligations are essential duties necessary to achieve the contract purpose.

§ 10 Place of Performance, Jurisdiction, Applicable Law, Contract Language

1. Place of performance is the shipping location.
2. Jurisdiction is our registered office if the purchaser is a merchant or public entity. We may also sue at other permissible venues.
3. German law applies exclusively. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. Contract language is German.
4. The burden of proof shall not be altered.

§ 11 Miscellaneous Provisions

1. Amendments require our consent.
2. Invalid provisions do not affect the remainder. A valid provision shall replace the invalid one, achieving the same economic purpose.
3. Data is processed solely for business purposes in compliance with applicable data protection laws. The purchaser has a right to information.
4. All terms are gender-neutral and non-discriminatory within the meaning of the General Equal Treatment Act (AGG).