

General Terms of Delivery and Payment

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 Version: October 2026 – this version supersedes all previous terms of delivery and payment.

1. Scope of Application and Conclusion of Contract

- 1.1 These General Terms of Delivery and Payment (the "Terms") apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), to legal entities under public law and to special funds under public law (section 310 (1) BGB). They do not apply to consumers.
- 1.2 Our Terms apply exclusively. We do not recognise any terms of the buyer that conflict with or deviate from our Terms – in particular purchasing conditions – unless we have expressly agreed to their application in text form. Our Terms also apply if we carry out the delivery without reservation in the knowledge of conflicting terms of the buyer.
- 1.3 These Terms, as amended from time to time, also apply to all future transactions with the buyer without our having to refer to them again in each individual case.
- 1.4 Our offers are not binding. The buyer's order constitutes a binding offer by which the buyer is bound for 14 days. The contract is concluded upon our order confirmation or upon execution of the delivery.
- 1.5 Individual agreements, collateral agreements and any amendments or additions to these Terms require text form (section 126b BGB). E-mail is sufficient.
- 1.6 When the delivered goods are used, the industrial property rights of third parties must be observed. Verification is the responsibility of the buyer.
- 1.7 We reserve the right to make technical modifications as well as deviations in design, dimensions and material that are customary in the trade, provided they are reasonable for the buyer and do not impair fitness for use.
- 1.8 Samples are supplied against invoicing.
- 1.9 We retain title and copyright to all documents, catalogues, illustrations, price lists, drawings and packaging provided by us. They must not be made accessible to third parties without our consent and must be returned without undue delay upon request.
- 1.10 The packing units stated in the catalogue and in the price list are minimum order quantities. Orders are only possible in full packing units.

2. Prices, Minimum Order Value, Delivery Terms

- 2.1 All prices are quoted in euros, net, plus value added tax at the applicable statutory rate. Unless otherwise agreed, the price list valid at the time the contract is concluded shall apply.
- 2.2 Unless otherwise agreed, we deliver ex works (EXW Eschweiler, Incoterms® 2020), excluding packing.
- 2.3 From a net goods value of € 150.00 per order, we deliver within Germany carriage paid and free of packing charges (CPT place of destination, Incoterms® 2020).
- 2.4 For a net goods value below € 150.00 per order we charge a small-quantity surcharge of € 20.00.
- 2.5 For deliveries abroad, the Incoterms® 2020 rule agreed in the individual case shall apply; in the absence of a separate agreement we deliver FCA Eschweiler (Incoterms® 2020).
- 2.6 If more than four months lie between conclusion of the contract and the agreed delivery date, we are entitled to pass on demonstrable increases in our purchase, material, energy or freight costs to a reasonable extent. If the price thereby increases by more than 5 %, the buyer may withdraw from the contract within 14 days of receipt of the notification in text form, provided the delivery has not yet been made.

3. Delivery, Delivery Time, Passing of Risk

- 3.1 Delivery periods and dates are non-binding unless expressly agreed as binding in text form.
- 3.2 The delivery period commences only once all technical questions have been clarified and the buyer has properly and punctually fulfilled his

obligations to cooperate, in particular the provision of documents, approvals and releases to be procured by him, and receipt of any payment in advance owed pursuant to clause 5.2. We reserve the right to plead non-performance of the contract. Our delivery obligation is suspended for as long as the buyer is in arrears with any due liability.

- 3.3 Our delivery obligation is subject to correct and punctual supply to ourselves. This applies only if we have concluded a congruent hedging transaction and the failure to receive supplies is not attributable to us. We shall inform the buyer of the unavailability without undue delay and shall promptly refund any consideration already rendered.
- 3.4 Partial deliveries are permissible insofar as they are reasonable for the buyer.
- 3.5 Our default in delivery is governed by the statutory provisions; in every case a reminder from the buyer is required. Where delivery dates have been agreed as binding, the buyer shall grant us a reasonable grace period of at least two weeks.
- 3.6 If the buyer is in default of acceptance or culpably breaches other obligations to cooperate, we are entitled to claim compensation for the resulting damage including any additional expenses. For storage we charge a lump sum of 0.5 % of the net goods value for each commenced week from the beginning of the default of acceptance, up to a total maximum of 5 %. Either party remains entitled to prove that the damage was higher or lower.
- 3.7 The risk of accidental loss and accidental deterioration passes to the buyer upon handover of the goods to the forwarder, carrier or other person designated to carry out the shipment, unless a different Incoterms® rule has been agreed. If the buyer is in default of acceptance, the risk passes at the time such default of acceptance or debtor's default occurs.
- 3.8 Loading and dispatch are carried out uninsured. At the buyer's request and expense we will arrange transport insurance cover.
- 3.9 We will take the buyer's wishes regarding the method and route of dispatch into account where possible; any additional costs resulting therefrom shall be borne by the buyer, even where carriage-free delivery has been agreed.
- 3.10 Deviations from the delivery note or the invoice – in particular short deliveries, incorrect deliveries and transport damage – must be notified to us in text form without undue delay after receipt of the goods, at the latest on the following working day.

4. Force Majeure

- 4.1 Events of force majeure which substantially impede or render impossible our delivery entitle us to postpone the delivery for the duration of the impediment plus a reasonable start-up period. The following are deemed equivalent to force majeure: natural disasters, epidemics and pandemics as well as official measures based thereon, war, civil war and acts of terrorism, industrial disputes, embargoes and other sovereign measures, shortages of energy and raw materials, cyber attacks and unforeseeable disruptions of transport and supply chains – in each case also where these occur at our upstream suppliers.
- 4.2 We shall inform the buyer without undue delay of the occurrence and expected duration of the impediment.
- 4.3 If the impediment lasts longer than two months, both contracting parties are entitled to withdraw from the contract with respect to the affected scope of performance. No further claims exist in this case.

5. Payment

- 5.1 Our invoices are due for payment net, without deduction, within 30 days of the invoice date. For payment within 10 days of the invoice date we grant a 2 % cash discount on the value of the goods. Cash discount is granted only if no other due claims arising from the business relationship are outstanding. All payments must be made in euros.
- 5.2 Deliveries to new customers and to buyers unknown to us are made against payment in advance or cash on delivery.
- 5.3 Punctuality of payment is determined by the unconditional receipt of funds in our account. Payment orders, cheques and bills of exchange are accepted only by special agreement and on account of performance; all encashment and discount charges are borne by the buyer.

- 5.4 If the payment period is exceeded, we charge default interest at 9 percentage points above the applicable base interest rate (section 288 (2) BGB) as well as a flat-rate default charge of € 40.00 (section 288 (5) BGB). We reserve the right to assert further damages.
- 5.5 In the event of default in payment or justified doubts as to the buyer's solvency or creditworthiness, we are entitled – without prejudice to our other rights – to demand securities or advance payments for outstanding deliveries and to call due immediately all claims arising from the business relationship.
- 5.6 The buyer is entitled to set-off only with claims that are undisputed or have been established as final and absolute. The buyer is entitled to a right of retention only to the extent that his counterclaim is based on the same contractual relationship.
- 5.7 We are entitled to issue and transmit invoices in electronic form, in particular as an electronic invoice in accordance with standard EN 16931. The buyer consents to electronic invoicing and shall provide us with an e-mail address or reception channel for this purpose. Receipt is deemed to have been effected upon dispatch to the address last notified.

6. Retention of Title

- 6.1 We retain title to the delivered goods until full payment of all claims arising from the ongoing business relationship with the buyer. In the event of conduct by the buyer in breach of contract, in particular default in payment, we are entitled, after having set a prior deadline, to take back the goods subject to retention of title; such repossession constitutes a withdrawal from the contract only if we expressly declare this in text form. After repossession we are entitled to realise the goods; the proceeds of realisation shall be set off against the buyer's liabilities, less reasonable realisation costs.
- 6.2 The buyer is obliged to treat the goods subject to retention of title with due care and to insure them adequately at his own expense at reinstatement value against damage by fire, water and theft.
- 6.3 In the event of seizure or other access by third parties to the goods subject to retention of title, the buyer must notify us without undue delay in text form and inform the third party of our title, so that we can enforce our rights pursuant to section 771 of the German Code of Civil Procedure (ZPO). To the extent that the third party does not reimburse the judicial and extrajudicial costs incurred by us, the buyer shall be liable for the loss.
- 6.4 The buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. He hereby assigns to us all claims in the amount of the final invoice amount (including value added tax) accruing to him from the resale against his customers or third parties, irrespective of whether the goods have been resold without or after processing. The buyer is authorised to collect these claims until revocation. Our authority to collect the claim ourselves remains unaffected; we shall not make use of it as long as the buyer meets his payment obligations, does not fall into default of payment, no petition for the opening of insolvency proceedings has been filed and there is no suspension of payments. Otherwise we may demand that the buyer notifies us of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and notifies the debtors of the assignment.
- 6.5 An assignment of the claims arising from the resale to third parties – including by way of factoring – is permitted to the buyer only if the factor is at the same time placed under the obligation to render the consideration in the amount of our share of the claim directly to us for as long as claims of ours against the buyer still exist.
- 6.6 Processing and transformation of the goods subject to retention of title by the buyer are always carried out on our behalf without any obligations arising for us. If the goods subject to retention of title are processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including value added tax) to the other processed items at the time of processing. In all other respects, the same applies to the item created by processing as to the goods subject to retention of title.
- 6.7 If the goods subject to retention of title are inseparably mixed or combined with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the goods subject to retention

of title (final invoice amount including value added tax) to the other items at the time of mixing. If the buyer's item is to be regarded as the main item, it is deemed agreed that the buyer transfers proportionate co-ownership to us. The buyer shall hold the sole ownership or co-ownership thus created in safe custody for us free of charge.

- 6.8 If the realisable value of the securities to which we are entitled exceeds the claims to be secured by more than 10 %, we shall, at the buyer's request, release securities of our choice.
- 6.9 In the case of deliveries into other jurisdictions in which the retention of title is not effective in this form, the buyer shall cooperate in all measures required to establish equivalent security and shall support us in its notification or registration.

7. Duty to Examine and Give Notice of Defects; Liability for Defects

- 7.1 The quality of the goods is determined exclusively by the agreed specifications. Statements in catalogues, price lists, data sheets and advertising material as well as technical advice are given to the best of our knowledge, constitute mere descriptions of performance and are neither guarantees nor agreements as to quality. They do not release the buyer from carrying out his own examinations as to the suitability of the goods for the intended purpose.
- 7.2 The buyer must examine the goods without undue delay after delivery (section 377 of the German Commercial Code, HGB). Obvious defects as well as short and incorrect deliveries must be notified to us in text form without undue delay, at the latest within seven working days of delivery; hidden defects must be notified without undue delay, at the latest within seven working days of their discovery. The defect must be described precisely. If the buyer fails to carry out a proper examination or to give proper notice, the goods are deemed approved in this respect. The duty to examine includes – where reasonable – a trial processing.
- 7.3 If there is a defect for which we are responsible, we are entitled, at our option, to remedy the defect or to make a replacement delivery (subsequent performance). We shall bear the expenses necessary for the purpose of subsequent performance, unless these are increased by the fact that the goods have been taken to a place other than the place of performance.
- 7.4 If subsequent performance fails or if we refuse it, the buyer is entitled, at his option, to withdraw from the contract or to reduce the purchase price. Claims for damages exist only in accordance with clause 8.
- 7.5 The limitation period for claims based on defects is twelve months from delivery of the goods. This reduction does not apply to: claims for damages arising from injury to life, body or health; claims based on intentional or grossly negligent breach of duty; claims arising from a guarantee assumed by us or from fraudulently concealed defects; claims under the German Product Liability Act; recourse claims under sections 445a, 445b BGB; and the cases covered by section 438 (1) no. 2 BGB. In these respects the statutory limitation periods apply.
- 7.6 Returns in connection with liability for defects require our prior agreement. We may reject unagreed returns at the buyer's expense.

8. Liability

- 8.1 We are liable without limitation in accordance with the statutory provisions for damages arising from injury to life, body or health, in cases of intent and gross negligence, in the event of fraudulent concealment of a defect, within the scope of a guarantee assumed by us and under the German Product Liability Act.
- 8.2 In the case of a slightly negligent breach of a material contractual obligation – that is, an obligation whose fulfilment is essential to the proper performance of the contract and on whose observance the buyer may regularly rely – our liability is limited to the foreseeable damage typical of this type of contract at the time the contract was concluded.
- 8.3 Any liability beyond this is excluded, in particular for indirect damage, loss of profit and consequential damage caused by a defect. This applies irrespective of the legal nature of the claim asserted, in particular also to claims arising from culpa in contrahendo and from tort.
- 8.4 Insofar as our liability is excluded or limited, this also applies to the personal liability of our legal representatives, employees, staff and vicarious agents.
- 8.5 The above provisions do not entail any change in the statutory burden of proof to the detriment of the buyer.

9. Return of Goods

- 9.1 The buyer has no right to return goods delivered free of defects. Goods are taken back solely as a gesture of goodwill and require our prior consent in text form.
- 9.2 We take back only catalogue goods in perfect, saleable, as-new condition in unopened original packaging, delivered no longer than three months previously. Custom-made products, special procurements and promotional goods are excluded from return.
- 9.3 Where a credit note is issued, we retain 10 % of the net goods value as processing and storage costs. The costs of the return shipment are borne by the buyer.

10. Export Control and Sanctions

- 10.1 The delivery is subject to the export, import and customs regulations of the Federal Republic of Germany and the European Union and, where applicable, of further states. Our delivery obligation is subject to the proviso that no obstacles arising from national or international foreign trade law and no embargoes or other sanctions conflict with it.
- 10.2 The buyer warrants that neither he nor any affiliated undertaking nor the end recipients of the goods are listed on any relevant sanctions list and that the goods will not be supplied, directly or indirectly, to an embargoed country or to listed persons.
- 10.3 The buyer shall obtain any required export or import licences at his own expense, unless expressly assumed by us. The buyer shall indemnify us against all claims arising from a breach of these obligations.

11. Data Protection

- 11.1 We process the buyer's personal data exclusively within the framework of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act, in particular for the establishment, performance and settlement of the contractual relationship.
- 11.2 Details of the processing and of the rights of data subjects are set out in our data protection notice, available at www.cd-juwel.de.

12. Place of Performance, Jurisdiction, Applicable Law

- 12.1 The place of performance for delivery and payment is the registered place of business of our company in Eschweiler, Germany.
- 12.2 If the buyer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the business relationship is Aachen, Germany. We are, however, also entitled to bring an action against the buyer at his general place of jurisdiction. The same applies if the buyer has no general place of jurisdiction in Germany or relocates his domicile or habitual residence out of Germany after conclusion of the contract.
- 12.3 The law of the Federal Republic of Germany applies exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Final Provisions

- 13.1 The buyer is obliged to notify us without undue delay in text form of any change to his registered office, legal form or invoicing address for as long as claims remain outstanding.
- 13.2 The assignment of the buyer's claims against us requires our consent in text form; section 354a HGB remains unaffected.
- 13.3 Should individual provisions of these Terms be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The contracting parties undertake to replace the invalid provision with a valid provision that comes closest to the intended economic purpose.
- 13.4 These Terms exist in a German and an English version. In the event of discrepancies between the two versions, the German version shall prevail.