

# General Terms and Conditions of Sale and Delivery

## I. Validity Offers

1. All offers, deliveries, and services are provided exclusively based on these Terms and Conditions of Sale and Delivery. They form an integral part of all present and future contracts concluded with the buyer. Any previous terms and conditions shall hereby cease to be valid.
2. Any conflicting or deviating terms and conditions of the buyer shall only become part of the contract if we have expressly agreed to their validity in writing. Consent cannot be implied through silence, performance, or acceptance of payment.
3. Our offers are non-binding and subject to change without notice. Agreements—especially oral collateral agreements, commitments, warranties, and other arrangements—only become binding upon our written confirmation, including via fax or email.
4. Documents associated with the offer or order confirmation, such as drawings, illustrations, technical data, references to standards, and statements in advertising materials, do not constitute guaranteed characteristics or warranties unless expressly designated as such. These materials serve only as guidelines unless explicitly confirmed by us as binding.
5. Deviations in the delivered goods from offers, samples, trial deliveries, or previous deliveries are permissible in accordance with applicable DIN/EN/ISO standards or other relevant technical standards, provided the suitability of the goods for the contractually intended purpose is not significantly impaired.
6. We may accept orders or contracts within 30 days.

## II. Prices

1. Unless otherwise agreed, our prices are ex works, excluding packaging and freight/shipping costs, and are subject to the applicable statutory VAT.
2. For new customers, the minimum order value is €100, excluding packaging and freight/shipping. The minimum order value per transaction is €50, and the minimum item value is €10. A surcharge for small quantities may be applied to reach the minimum values.
3. If goods are delivered with packaging, we charge the packaging at cost price. In accordance with legal provisions, we will take back packaging we have supplied if it is returned to us free of charge within a reasonable period.

## III. Payment Terms

1. Our invoices are due immediately upon issuance. The standard payment term is 30 days from the invoice date. We grant a 2% early payment discount for payments made within 14 days. Payment must be made such that the full invoiced amount is credited to our account no later than 30 days from the invoice date. The buyer shall be in default by the 31st calendar day after the invoice date, without the need for a reminder.
2. The buyer may withhold payments or offset counterclaims only if such claims are undisputed or legally established. This also applies if complaints or alleged counterclaims are asserted.
3. In the event of default, we are entitled to charge interest at 9 percentage points above the applicable base interest rate. We expressly reserve the right to claim further damages for default.

4. If, after the contract has been concluded, circumstances become known that significantly impair the buyer's creditworthiness, we are entitled to execute outstanding deliveries or services only against advance payment or provision of security.
5. Any granted early payment discount applies only to the invoice amount excluding freight/shipping and packaging costs and requires that all of the buyer's due obligations are fully settled at the time of the discount.

#### **IV. Delivery Times and Deadlines**

1. Delivery periods and deadlines, as well as service periods and deadlines, are always non-binding unless a fixed period or deadline has been expressly agreed. Delivery times are met if the goods have left our premises or have been handed over to a carrier by the agreed time.
2. Events of force majeure or other unforeseen events not attributable to us at the time of contract conclusion—such as strikes, lockouts, pandemics, and embargoes—entitle us to postpone delivery by the duration of the disruption plus a reasonable lead time. This also applies to such events affecting our suppliers. If delivery becomes impossible or unreasonable due to such events, we are entitled to withdraw from the contract in whole or in part, without the buyer being entitled to claim damages.

#### **V. Retention of Title**

1. All goods delivered remain our property ("retained goods") until full settlement of all claims arising from the business relationship, regardless of their legal basis. The buyer shall clearly label and store the retained goods separately. Pledging or assignment by way of security is not permitted. In the event of insolvency, the administrator must be informed of our retention of title.
2. If the buyer processes, combines, or mixes the retained goods with other goods, we acquire co-ownership of the new product in proportion to the invoice value of the retained goods to the invoice value of the other materials. If our ownership is extinguished through mixing or combination, the buyer hereby assigns to us the corresponding co-ownership rights and shall hold the items in safe custody on our behalf, free of charge. These co-ownership rights are considered retained goods as defined in Section V/1.
3. The buyer may resell or transfer the retained goods only in the ordinary course of business and under normal business terms, provided the buyer is not in default and provided the claims from such resale are transferred to us as per Sections V/4 to V/6. Other disposals are prohibited.
4. The buyer hereby assigns to us all claims arising from the resale or transfer of the retained goods. These claims serve as security to the same extent as the retained goods. For goods in which we hold co-ownership rights (Section V2), the assignment applies in proportion to our share. We hereby accept this assignment.
5. Upon our request, the buyer is obliged to inform its customers of the assignment and to provide us with all necessary information and documents for collection.
6. The buyer must notify us immediately of any attachment or other third-party intervention concerning the retained goods.
7. If the realizable value of the securities exceeds our secured claims by more than 20%, we shall release securities at the buyer's request, at our discretion.

#### **VI. Delivery Execution**

1. Upon handover of the goods to a carrier, but no later than upon leaving the warehouse, the risk shall pass to the buyer for all transactions, including free delivery and partial deliveries.

2. We are entitled to make partial deliveries to a reasonable extent. In the case of order-related manufactured goods, excess and short deliveries of up to 10% of the agreed quantity are permissible.
3. For call-off or framework orders, we may manufacture the entire order quantity at once. Any change requests made after order confirmation can only be considered if expressly agreed, still possible, and reasonable. If the goods are not called off in accordance with the contract, we may invoice them after a reasonable grace period. Storage costs incurred until pickup will be charged separately.
4. Goods will only be insured against transport damage upon express request and at the buyer's expense.
5. Unless otherwise agreed, deliveries shall be made according to AQL 1.0, general inspection level II.

## **VII. Warranty**

1. The buyer must inspect the delivered items immediately upon receipt for defects, conformity with the order, and completeness. The goods are deemed accepted unless a defect notification is received by us without undue delay—within 10 calendar days after delivery or discovery of the defect (if hidden)—in writing, by fax, or email.
2. In the event of a justified and timely complaint, we may, at our discretion, rectify the defect or deliver a replacement.
3. The buyer may not invoke any defects unless we have been given the opportunity to inspect them, in particular if the buyer fails to provide the defective goods or samples upon request.
4. All warranty claims expire two years after delivery of the goods.

## **VIII. General Limitation of Liability**

1. Our liability for damages—irrespective of the legal basis—is excluded or limited in accordance with the provisions below, where fault is a prerequisite. This applies to breaches of duty, impossibility, delay, culpa in contrahendo, and tort claims unless already vested by the time these terms are agreed upon.
2. In the event of property or financial damage caused by negligence, the seller and its vicarious agents shall be liable only for breaches of essential contractual obligations, and even then, only to the extent of the foreseeable, contract-typical damages at the time the contract was concluded. 3. In the event of intent or gross negligence by simple vicarious agents, liability is also limited to foreseeable, contract-typical damages.
3. We are liable for consequential damages such as production downtime, loss of profit, or recall costs only in cases of gross negligence or intent.
4. These exclusions and limitations do not apply to claims under the German Product Liability Act or for damages resulting from injury to life, body, or health.
5. Where seals or other products of any kind are installed in components for the aerospace industry or rail vehicles, the buyer acknowledges that our product liability insurance does not provide extended coverage for such applications.
6. Except for liability under the Product Liability Act, our liability per claim is limited to our insurance coverage of €10,000,000.

## **IX. Copyright**

1. We reserve ownership and copyright to all cost estimates, drawings, designs, and other documents. These must not be disclosed to third parties without our consent. Documents related to offers must be returned to us upon request.

2. If we manufacture or supply items based on drawings, samples, tools, or other documents provided by the buyer, the buyer warrants that the use and delivery of such items in accordance with the buyer's specifications do not infringe any third-party intellectual property rights.
3. If a third party prohibits us from manufacturing or delivering such goods by invoking property rights, we are entitled—without verifying the legal situation—to suspend performance and, if the buyer is at fault, claim damages.

## **X. Trial Parts, Moulds, Tools**

1. If the buyer is required to provide parts for the execution of the order, such parts must be delivered to us carriage paid, in the agreed quantity, free of defects, and at no charge. Where applicable, a reasonable surplus to cover potential waste must also be included. Delivery must take place in due time, at least 10 days prior to the start of production. If these conditions are not met, any resulting costs or consequences shall be borne by the buyer.
2. The production of samples or trial parts, including the costs for any required moulds or tools, shall be at the buyer's expense.
3. Ownership rights to moulds or tools shall be governed by the individual agreements made. Should such equipment become unusable before the agreed production quantity has been achieved, the costs for replacement shall be borne by us. We undertake to store moulds or tools for a minimum period of two years following their last use.
4. For production equipment provided by the buyer, our liability is limited to the level of care we apply in our own affairs. The buyer shall bear all costs for maintenance and upkeep.

## **XI. Miscellaneous Provisions**

1. The place of performance for all obligations arising from the contractual relationship shall be the registered office of the seller. If legally permissible, the exclusive place of jurisdiction for merchants shall also be the registered office of the seller. However, we reserve the right to bring legal action against the buyer at the buyer's general place of jurisdiction.
2. All business relations shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of international private law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

## **XII. Data Protection Provisions**

Our data protection provisions are outlined in our current privacy policy, which can be accessed at any time at the following URL:

<https://www.ulman.de/en/data-protection/>