General Terms and Conditions of wedi GmbH Emsdetten

(Version dated: 10/2026)

an ARDEXGROUP Company

I. Scope / General

1. The following General Terms and Conditions ("GTCs") of wedi GmbH ("wedi") apply exclusively to all our deliveries and services to contractors and legal entities under public law or special funds under public law (but not to consumers within the meaning of Sections 474 ff., 13 of the German Civil Code (Bürgerliches Gesetzbuch, BGB); "customers"). Any deviating, contrary or supplementary terms and conditions of the customer shall only become a contractual component insofar as we have expressly consented to their application. This requirement of consent applies in any case – including, for example, if the customer refers to its terms and conditions as part of its order and we do not expressly object. Our GTCs also apply to all future business relations insofar as they are not replaced by our subsequent regulations, to whose application we shall refer at least in writing. They are always applicable in addition to our offers and order confirmations, whose provisions shall take precedence in the event of contradictions, as well as upon conclusion of framework supply agreements. Any specific agreements concluded on an individual basis shall take precedence over our GTCs. With respect to the content of such agreements, a contract at least in writing or our confirmation at least in writing shall be decisive, subject to evidence to the contrary. Our GTCs do not apply to construction services.
2. In cases of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid upon contract conclusion.
3. Legally relevant declarations on the part of the customer – such as deadline specifications, notifications of defects, withdrawals, reductions, appeals, etc. – must be submitted at least in writing (e.g. letter, email, fax). Formal requirements under the law shall not be affected.
4. Insofar as our GTCs refer to the application of statutory regulations, this occurs only for clarification purposes. Therefore, the statutory provisions of the Federal Republic of Germany strictly apply even without such clarification, to the extent that they are not directly altered or expressly excluded in these GTCs.

II. Offer and contract conclusion

1. Our offers are non-binding and subject to change, unless we have expressly designated them as binding. This also applies if we have provided samples, prospectuses, drawings, technical documentation, product descriptions and other performance data to the customer, including in electronic form.
2. Amendments and modifications to the agreements concluded, including these GTCs, must be made in writing to be effective. In order to satisfy the requirement for the written form, transmission via telecommunications shall be sufficient, in particular via fax or email, insofar as a copy of the signed declaration is transmitted. Verbal commitments on our part prior to conclusion of this contract are not legally binding, and verbal agreements on the part of the contract parties shall be replaced by the written agreement, provided that they do not expressly stipulate their continued application. When the customer orders goods, this shall be deemed a binding offer to enter into contract. Unless otherwise stipulated in the order, we are permitted to accept this offer to enter into contract within 14 days of its receipt with us. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.
3. Business post printed from computers shall also be legally binding without a signature.
4. Our offers apply to deliveries to the country in which the customer is domiciled according to its information in its order ("export country"). The customer shall be responsible towards wedi for all disadvantages and liabilities incurred through the use of the good outside of the export country.
5. Depictions, samples, prospectuses, drawings and/or all other documents related to the offer do not constitute quality specifications. Characteristics, assurances or guarantees are not associated therewith, unless this has been agreed separately at least in writing.
6. We reserve rights of ownership, copyright and other protective rights to all depictions, samples, prospectuses, drawings and other documents. We guarantee the existence of our protective rights exclusively for the territory of the Federal Republic of Germany. The customer may only pass on our rights to third parties with our consent (at least in writing), irrespective of whether we have marked same as confidential, and must return them to us promptly upon request without a right of retention (cf. Section X. on the duty to secrecy). The above clauses apply accordingly to documents of the customer; however, these may be made accessible to those third parties whom we have permissibly assigned deliveries.
7. Use of our products in aircraft, motor vehicles and/or water-borne craft is not intended due to special registration and test procedures as well as the pertinent fire safety regulations, unless we have issued our advance, express written consent to such use in the individual case. Otherwise, warranty, compensation and any other resulting claims are excluded.
8. Unpaid information about processing and application options of wedi products ("goods"), unpaid technical recommendations or advice and other information from our employees ("application-related advice") are provided according to the best of our knowledge, but are non-binding. In these cases, the customer waives (compensation) claims against us and releases us from third-party claims in connection with the unpaid service. All information from wedi or our employees shall not release our customers and their purchasers from their own inspections and tests related to the suitability of the goods for the intended use. The information provided in connection with application-related advice shall not establish a separate contractual legal/advisory relationship.

III. Prices and payment terms

1. Our prices are net prices (in euros) and apply ex works from Emsdetten (EXW Emsdetten, Incoterms® 2020), including normal transport packaging.
2. In the event that we ship the goods at the request of the customer, the customer shall assume the transport costs ex stock as well as the costs of any transport insurance requested by the customer.
3. Unless otherwise stipulated in our order confirmation, the prices are agreed to be those arising from the updated price list at the time of the order by the customer, in addition to any statutory VAT applicable at the time of the order. Insofar as the customer provides us with exact information regarding applicable foreign packaging, weighing and customs regulations in good time – no later than prior to order confirmation – in the case of deliveries abroad, we shall undertake to observe such information to the degree possible. Any additional costs thereby incurred shall be assumed by the customer.
4. If the delivery does not take place until four months after order confirmation, we reserve the right to increase prices, to the extent that a material change to the cost factors determining the contract – such as wages, packing materials, cargo and energy costs, raw materials and taxes – occurs. In this respect, the price increase shall be determined by the amount of the cost increase since contract conclusion, for which wedi shall provide evidence.
5. The customer shall assume customs duties, consular fees and taxes, duties and fees charged on the basis of regulations beyond the Federal Republic of Germany as well as associated costs. For deliveries, the stated price – including customs and other duties – shall be based on the rates applicable at the time of the offer. The actual costs shall be charged. The respectively applicable statutory VAT shall also be charged if such a tax is incurred.
6. We expressly object to any discounts or deductions from our invoice items, unless such discount or deduction is agreed in writing in our order confirmation.
7. The purchase price is due for payment in euros immediately upon receipt of the invoice and delivery of the goods at the agreed place of fulfilment, without any deduction, unless another payment term is stipulated in our order confirmation. In the context of an ongoing business relationship, we are permitted at any time to carry out delivery against prepayment if we declare a corresponding reservation no later than upon order confirmation.
8. Should the customer enter into arrears with a payment, we shall calculate interest in the amount of 9% above the base rate of the European Central Bank. We reserve the right to assert further damages caused by the delay.
9. Payment may only be made to one of our accounts listed on the invoice or to one of our persons holding an original power to collect payments.
10. In the event that a transfer of payments is not possible from the country from which the payment is due at the time of the payment becoming due, the customer shall still be required to deposit the equivalent value of the owed amount punctually and verifiably to a European bank in this country. In the event of a deterioration of the exchange rate of the amounts deposited in non-agreed currency, the customer undertakes to compensate by means of subsequent payment.
11. If it becomes evident to wedi following contract conclusion that the claim to the purchase price is endangered due to insufficient solvency on the part of the customer (e.g. an application to open insolvency proceedings is filed or due to a deteriorating credit check from a credit agency), we shall be permitted to refuse service and, after setting a deadline where applicable, withdraw from the contract in accordance with the statutory provisions. In the case of contracts on the production of custom items (including the individual production of series products), we may declare withdrawal immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.
12. The customer shall be permitted delivery of the goods against prepayment up to the amount of the value of the delivery, alternatively against a corresponding security from a credit insurer or a European credit institute in the form of a directly enforceable, unlimited surety upon first request, with the waiver of the right of contestability, set-off and defence of failure to pursue remedies. Should the customer fail to comply with the prepayment or security request, we shall have a permanent right of retention or alternatively following unsuccessful warning a right of withdrawal. Furthermore, we shall be permitted to demand compensation.
13. The customer shall only have rights of set-off and retention to the extent that its claim has been legally determined and is undisputed. In case of defects in delivery, the counterclaims of the customer in particular under Section VII. remain unaffected.

IV. Reservation of ownership, security rights

1. We retain ownership of the sold goods until complete payment of all our current and future claims arising from the purchase agreement and an ongoing business relationship (secured claim).
2. The customer is permitted to resell the goods in the ordinary course of business; however, the customer hereby assigns us all claims in the amount of the final invoice amount (including VAT), which accrue to the customer from resale to its purchasers or third parties, irrespective of whether the goods are resold without or following processing. We hereby accept this assignment. The customer shall also be authorised to collect this claim after the assignment. Our authorisation to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim so long as the customer meets its payment obligations from the collected proceeds, does not enter payment arrears and in particular no application to open insolvency proceedings is filed and no suspension of payments occurs. Should such circumstances occur, we may demand that the customer informs us of the assigned claims and the debtors, provides us with all information required for collection, hands over the associated documents and notifies the debtors (third parties) about the assignment. Moreover, in this case we are permitted to revoke the authorisation of the customer to resell and process the goods under reservation of ownership.
3. In case of breach of contract by the customer, in particular payment arrears, we are permitted to withdraw from the contract according to the statutory provisions and/or demand the return of the goods on the basis of the reservation of ownership. The demand to return these goods does not also constitute a declaration of withdrawal, unless we have expressly declared such in writing. If the customer does not pay the due purchase price, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or the setting of such a deadline is dispensable according to the statutory provisions. Our seizure of the goods shall always constitute a withdrawal from the contract. We are authorised to realise the goods after their retrieval. The realisation proceeds shall be offset against the liabilities of the customer minus any appropriate realisation costs.
4. The processing or transformation of the goods by the customer is always carried out on our behalf; in this respect, we are deemed to be the manufacturer. The expectant right of the customer to the goods shall continue for the processed goods. If the purchase item is processed together with other objects that do not belong to us, we shall acquire co-ownership of the new item in the proportion of the value of the goods to the other processed objects at the time of processing. In other respects, the same applies to the item developed through processing as to the purchase item delivered under reservation. The customer shall keep safe the resulting co-ownership for us free of charge.
5. If the goods are inseparably mixed with other objects that do not belong to us, we shall acquire co-ownership of the new item in the proportion of the value of the goods to the other mixed objects at the time of mixing. Should mixing occur in a manner such that the item of the customer is considered the main item, it is agreed that the customer assigns us co-ownership on a proportionate basis. The customer shall keep safe the resulting sole or co-ownership for us.
6. If the reserved goods are integrated by the customer as an essential component into the property/building and/or essential building components of a third party, the customer hereby assigns us with first priority the claims incurred against the third party or the party concerned for remuneration in the amount of the value of the reserved goods with all ancillary rights, including such a right for the granting of a security mortgage; we hereby accept this assignment. If the reserved goods are integrated by the customer as an essential component into their property, the customer hereby assigns us the claims arising from the commercial sale of the property or from land rights in the amount of the invoice value of the reserved goods with all ancillary rights; we hereby expressly accept this assignment.
7. In case of the suspension of payments and/or the application to open insolvency proceedings, the right to resell, process, combine or mix the reserved goods or the authorisation to collect assigned claims shall expire. This does not apply to the rights of the insolvency administrator.
8. If the reservation of ownership is ineffective in the above form according to the law of the destination country, the customer shall cooperate in the establishment of a security right for wedi that corresponds with the regulations of its country.
9. The customer undertakes to treat the goods with care; in particular, the customer undertakes to insure the goods sufficiently against fire, water and theft damages at replacement value at its own cost. Insofar as maintenance and inspection work is necessary, the customer must perform such work in good time at its own cost.
10. The goods under reservation of ownership may neither be pledged to third parties nor transferred by way of security until complete payment of the secured claim. In case of seizures or other third-party interventions, the customer must promptly notify us so that we may bring an action according to Section 771 of the Code of Civil Procedure (Zivilprozessordnung, ZPO). Insofar as the customer does not comply with this obligation, the customer shall be liable for the damage incurred.
11. Should the value of the granted security exceed the claims by more than 10%, we shall be obliged to return or release the excess amount at our discretion at the request of the customer.

V. Delivery date, delay

1. Agreed delivery periods commence on the day of order confirmation or contract conclusion, yet not prior to complete provision of all documents, approvals, technical drawings, etc. required on the part of the customer. They are non-binding to the extent that a delivery period was not expressly assured. Under no circumstances shall agreed delivery periods be qualified as a fixed-period commercial transaction, unless this is expressly agreed on an individual basis at least in writing by way of consistent declarations.
2. Compliance with any delivery period requires fulfilment of the contractual duties on the part of the customer, in particular the punctual receipt of the documents, necessary permits and approvals to be supplied by the customer, in particular plans, as well as compliance with the agreed payment conditions. Any subsequent requests for changes or additions on the part of the customer and non-fulfilment of the aforementioned duties of cooperation shall result in an appropriate extension to the delivery period. The right to object to an unfulfilled contract remains reserved.

3. Insofar as we are unable to comply with delivery periods for reasons for which we are not responsible (non-availability of performance), we shall endeavour to inform the customer accordingly without delay and disclose the expected new delivery period. If the delivery is also unavailable within the new delivery period, we shall be permitted to withdraw completely or partially from the contract; we shall promptly refund any consideration already settled by the customer. A case of non-availability of performance to this effect includes non-punctual self-delivery (in particular in relation to raw materials) by our suppliers.
4. We shall not be liable for the impossibility of delivery or for delivery delays insofar as these are caused by force majeure or other events unforeseeable at the time of contract conclusion (e.g. operating disruptions of any kind, difficulties in material or energy procurement, transport delays, strikes, lawful lockouts, shortages in labour, energy or raw materials, difficulties in procuring necessary official permits, pandemics or epidemics, official measures or non-delivery or incorrect or unpunctual delivery by suppliers despite a congruent covering transaction concluded by wedi), for which we are not responsible. Where such events make it significantly more difficult or impossible to carry out delivery and the impairment is not merely temporary, we shall be permitted to withdraw from the contract. In case of temporary impairments, the delivery periods shall be extended or the delivery deadlines postponed by the period of the impairment plus a reasonable start-up period. Insofar as acceptance of delivery is unreasonable for the customer as a result of the delay, the customer may withdraw from the contract by submitting a prompt written declaration to us.
5. The occurrence of default on delivery on our part shall be determined according to the statutory provisions. In any case, a written warning by the customer is required. Should we enter default on delivery, the customer may request lump-sum compensation of its default damage. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each full calendar week of the default, yet no higher than 5% of the delivery value of the delayed goods in total. We reserve the right to demonstrate that the customer did not incur any damages or only incurred a significantly lower damage than the above lump sum.
6. Both compensation claims on the part of the customer due to a delay in delivery as well as compensation claims instead of performance, which go beyond the limits stated in the previous section, are excluded in all cases of delayed delivery, including after expiry of a delivery deadline set for us. This does not apply insofar as mandatory liability exists in cases of intent, gross negligence or due to injury to life, limb or health. The customer may withdraw from the contract in accordance with the statutory provisions, insofar as we are responsible for the delay in delivery. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.
7. The customer undertakes to declare within a reasonable period at our request whether it withdraws from the contract due to the delay in delivery or insists on delivery.
8. We are permitted to make partial deliveries at any time, without this requiring a new offer on our part. In the event of the non-deliverability of the remaining part, the customer shall be permitted to withdraw from the contract without compensation. We shall assume additional costs as a result of partial deliveries. The customer is only obligated to settle the full purchase price once we have completely fulfilled the contract.
9. Should the customer enter default on acceptance, we shall be permitted to demand compensation of the damage incurred and any additional expenses. The same applies if the customer culpably violates duties of cooperation. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the goods shall be transferred to the customer at the time of default on acceptance or the breach of duties of cooperation.
10. Should the customer enter default on acceptance, fail to perform an act of cooperation or should our delivery be delayed for other reasons for which the customer is responsible, we shall be permitted to demand compensation for the damage thereby incurred including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 0.5% per calendar week, beginning upon expiry of the delivery period or – in the absence of a delivery period – upon notification of the readiness for dispatch of the goods, yet no more than 10% of the total order value. Our right to demonstrate a higher damage as well as our statutory claims (in particular, reimbursement of additional expenses and reasonable compensation) remain unaffected; the lump sum shall be offset against further claims for payment. The customer shall have the right to demonstrate that we incurred no damage at all or only a significantly lower damage than the above lump sum.

VI. Delivery conditions, transfer of risk

1. Incoterms® 2020 apply – in this case, generally EXW in the absence of a deviating agreement at least in writing. The place of fulfilment is our factory in Emsdetten, regardless of whether the customer collects the goods or the goods are shipped at the request of the customer. At the request and cost of the customer, the goods shall be shipped to another destination (consignment purchase). Unless otherwise agreed, we are permitted to determine the type of consignment (in particular, transport company, consignment route and packaging) ourselves. We shall insure the deliveries against normal transport risks only at the express request and cost of the customer.
2. The risk of accidental loss and accidental deterioration of the goods shall be transferred to the customer no later than upon handover. In the case of a consignment purchase, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already be transferred upon provision of the goods to the carrier, freight forwarder or other person or entity commissioned with executing shipping. Handover shall still be deemed to have taken place if the customer defaults on acceptance.
3. Delivered items must be taken by the customer even if they exhibit insignificant defects.

VII. Guarantee, notice of defects

1. The statutory provisions – unless otherwise stipulated as follows – apply to the rights of the customer in case of material and legal defects (including incorrect and insufficient delivery as well as improper assembly/installation or defective instructions).
2. We are strictly not liable for defects of which the customer was aware upon contract conclusion or should have been aware in the absence of gross negligence (Section 442 BGB). Furthermore, the defect claims of the customer require that the customer has complied with its statutory duties of inspection and notification (Sections 377 and 381 German Commercial Code (HGB)). In the case of construction materials and other goods intended for integration or further processing, an inspection must take place directly prior to processing. If a defect becomes evident upon delivery, inspection or at any later time, we must be promptly notified in writing. In any case, obvious defects must be reported in writing within ten calendar days of delivery, and defects not detectable during inspection within the same period following discovery. Should the customer fail to carry out proper inspection and/or notification of defects, our liability shall be excluded in accordance with the statutory provisions. In the case of goods intended for integration, attachment or installation, this shall also apply if the defect only became evident following corresponding processing due to a breach of one of these duties; in this case, no claims on the part of the customer shall exist in particular for the reimbursement of corresponding costs ("disassembly and assembly costs").
3. The customer undertakes to check and confirm the condition of the goods upon collection or agreed delivery either themselves or via an authorised third party. An insufficient delivery shall not constitute a defect, nor shall incorrect delivery; in these cases, we shall be permitted to perform subsequent delivery upon request.
4. Defect claims shall not exist in cases of a merely insignificant deviation from the agreed quality, a merely insignificant impairment of usability, natural wear or damages incurred following the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating equipment, unsuitable and improper use, incorrect assembly or commissioning by the customer or a third party, defective construction work, unsuitable ground, chemical, electronic or electrical interferences – insofar as we are not responsible for these – or such errors that arise on the basis of special influences, which are not provided for under the contract. In the event that alterations or maintenance work are improperly carried out by the customer or third parties, no defect claims shall likewise exist for these and the resulting consequences. Complaints in relation to the quantity and packaging of the goods are likewise excluded, unless the necessary annotation is stated on the delivery note, consignment document or confirmation of receipt.
5. If the goods are defective, wedi shall ensure rectification or replacement delivery at its discretion. The place of fulfilment for subsequent fulfilment is our factory in Emsdetten. Should the necessary expenses for the purpose of subsequent fulfilment increase as a result of the goods having been brought to a place other than the place of fulfilment, these additional expenses shall be assumed by the customer. In the event that the form of subsequent fulfilment we choose is unreasonable for the customer in the individual case, the customer may refuse it. Our right to refuse subsequent fulfilment under the conditions provided for by law remains unaffected. Following the second unsuccessful attempt at subsequent fulfilment, the customer shall be entitled to reduce the price or, if the defect is significant, withdraw from the contract.
6. We are permitted to make the due subsequent fulfilment dependent on the customer paying the due purchase price. However, the customer is permitted to retain a portion of the purchase price commensurate with the defect.
7. The customer shall give us the time and opportunity necessary for the due subsequent fulfilment and in particular hand over the goods subject to the complaint for inspection purposes. In the event of replacement delivery, the customer shall return the defective goods to us upon our request according to the statutory provisions; however, the customer shall not have a right to return same. Subsequent fulfilment encompasses neither the disassembly, removal or deinstallation of the defective goods nor the assembly, attachment or installation of defect-free goods if we were not originally obligated to perform these services; claims on the part of the customer to the reimbursement of disassembly and assembly costs remain unaffected.
8. We shall bear or reimburse the expenses required for the purpose of inspection and subsequent fulfilment, in particular transport, carriage, labour and material costs as well as disassembly and assembly costs, in accordance with the statutory regulation and these GTCs, if a defect actually exists. Otherwise, we may demand reimbursement from the customer for the costs incurred as a result of the unjustified request for defect elimination, if the customer knew or should have known that no defect actually existed.
9. In urgent cases, such as endangerment of operational safety or to avert disproportionate damages, the customer shall have the right to eliminate the defect itself and to demand reimbursement from us for the expenses objectively required to this end. We must be promptly notified of such self-performance of defect elimination, if possible, in advance. The right to the self-performance of defect elimination shall not exist if we would have been permitted to refuse corresponding subsequent fulfilment in accordance with the statutory provisions.
10. If a reasonable deadline set by the customer for subsequent fulfilment expires unsuccessfully or is dispensable according to statutory provisions, the customer may withdraw from the purchase agreement or reduce the purchase price in accordance with the statutory provisions. However, no right of withdrawal shall exist in the event of an insignificant defect.
11. Claims of the customer to the reimbursement of expenses pursuant to Section 445a (1) BGB are excluded, unless the last contract in the supply chain constitutes a consumer good purchase (Sections 478 and 474 BGB). Claims of the customer to compensation or the reimbursement of futile expenses (Section 284 BGB) shall only exist according to the following Section IX. even in the event of defects in the goods.
12. In deviation from Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material and legal defects amounts to one year from the transfer of risk. If the goods are items that have been used for a building in accordance with their typical use and have caused the defectiveness of the building (building material), the limitation period according to the statutory regulation amounts to five years from the transfer of risk (Section 438 (1) No. 2 BGB). Further special legal provisions on limitation (in particular Section 438 (1) No. 1, (3), Section 444 and Section 445b BGB) also remain unaffected.

VIII. Protective rights and copyrights; legal defects

1. Unless otherwise agreed, we are obliged to perform the delivery only in the country of the place of fulfilment free from commercial protective rights and copyrights of third parties ("protective rights").
2. wedi and the customer shall promptly inform each other in writing if claims are asserted based on the breach of such rights.
3. In the event that the goods breach a commercial protective right or copyright of a third party, we shall alter or exchange the goods at our discretion and at our cost such that third-party rights are no longer breached, yet the goods continue to fulfil the contractually agreed functions, or procure the right of use for the customer by way of concluding a licence agreement with the third party. If we are unable to do so within a reasonable period, the customer shall be permitted to withdraw from the contract or reduce the purchase price appropriately. Any compensation claims on the part of the customer are subject to the limitations of Section IX. of these GTCs.
4. Claims on the part of the customer are excluded insofar as the customer is responsible for the breach of the protective right.
5. Claims on the part of the customer are also excluded insofar as the breach of the protective right is caused by special specifications of the customer, an application that was unforeseeable for us or as a result of the customer modifying the goods or using them together with products not supplied by us.
6. In the event that the goods must be produced or otherwise processed by us and the customer has submitted a specification to this end, the customer shall release us from any loss, damage, costs or financial disadvantages that we suffer because the contractual processing or transformation of the goods based on the specification of the customer is determined to be a breach of a patent, copyright, trademark or other protective right of a third party.
7. In case of such legal defects, the provisions of Section VII. apply accordingly.
8. Any further claims of the customer or claims other than those regulated in this Section VIII. against us and our vicarious agents due to a legal defect are excluded.

IX. Other liability

1. Compensation and reimbursement claims on the part of the customer ("compensation claims"), regardless of the legal grounds, in particular due to a breach of duties arising from the contractual obligation and tortious liability, are excluded – insofar as this depends on fault – in accordance with this Section IX., except for claims due to default for which the supplier is liable according to Section V.
2. The liability exclusion according to the above Section IX.1 does not apply in the case of mandatory liability, such as according to the Product Liability Act (Produkthaftungsgesetz), in cases of intent, gross negligence, due to injury to life, limb or health, or due to a breach of essential contractual duties (duties whose fulfilment makes proper execution of the contract possible in the first place and on whose compliance the contract partner may ordinarily rely). However, a claim to compensation for the breach of essential contractual duties is limited to the contractually typical, foreseeable damage, insofar as intent or gross negligence is not determined or liability due to injury to life, limb or health does not apply. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.
3. The liability limitations resulting from the above Sections IX.1 and IX.2 also apply in the event of a breach of duty by persons whose fault is our responsibility in accordance with statutory provisions, such as representatives and vicarious agents. They do not apply insofar as we concealed a defect in bad faith or assumed a guarantee for the quality of the goods. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious

agents.
4. The customer may only withdraw or terminate due to a breach of duty that does not lie in a defect, if we are responsible for the breach of duty. A free right of termination on the part of the customer (in particular according to Sections 650 and 648 BGB) is excluded.
5. The objection of contributory negligence according to Section 254 BGB remains unaffected.
6. The limitation periods determined in Section VII. shall also apply to contractual and extracontractual compensation claims of the customer, which are based on a defect of the goods, unless the application of the regular statutory limitation (Sections 195 and 199 BGB) would result in a shorter limitation period in the individual case. However, compensation claims on the part of the customer due to injury to life, limb or health, in cases of intent or gross negligence or according to the Product Liability Act shall lapse exclusively according to the statutory limitation periods.

X. Secrecy and data protection
1. The customer shall treat contract conclusion confidentially and may only refer to the commercial relationship with us in promotional materials following our written consent. The customer undertakes to treat as business secrets all non-public commercial or technical details of which it becomes aware in connection with the business relationship and to impose such duty on its employees accordingly.
2. The duty to secrecy shall continue to apply after termination of the contract for a period of three calendar years.
3. We shall treat any personal data of the customer in accordance with the data protection legislation applicable in Germany, in particular the General Data Protection Regulation (GDPR).

XI. Reservation of fulfilment, embargo clause, force majeure
1. Our fulfilment of the contract is subject to the reservation that fulfilment is not contradicted by any obstacles due to national or international provisions of foreign trade law or embargoes and/or other sanctions. In particular, the customer undertakes to refrain from all transactions (a) with persons, organisations or institutions found on a sanctions list according to EC provisions or US export regulations, (b) with embargo states that are prohibited, (c) for which the necessary permit is not available or has lapsed or (d) in connection with atomic, biological or chemical weapons or possible military theft.
2. In particular, the customer undertakes to promptly inform us in writing, without solicitation, insofar as the customer intends to deliver products or services purchased from us to regions or to use same in such regions, which are subject to such provisions. The customer shall release us from all legal consequences that occur as a result of a breach of such provisions and shall pay compensation to the extent that a damage causally arises for us.

XII. Final provisions
1. The place of fulfilment for all obligations arising from this contractual relationship is our registered address in Emsdetten, unless otherwise stipulated in the order confirmation.
2. Insofar as the customer is a merchant within the meaning of the Commercial Code (Handelsgesetzbuch), legal entity under public law or a special fund under public law, the exclusive international jurisdiction is our registered address for all disputes arising from or in connection with the contract. The same applies accordingly if the customer is a contractor within the meaning of Section 14 BGB. However, we shall also be permitted in all cases to file suit against the customer at their general jurisdiction. Prevailing statutory provisions, in particular on exclusive competencies, remain unaffected.
3. The law of the Federal Republic of Germany, with the exclusion of the UN Convention on the International Sale of Goods (dated 11 April 1980, Federal Gazette 1989 II. p. 588), applies to these GTCs and the entire legal relationship between the customer and us.
4. Insofar as the contract or these GTCs contain omissions, these omissions shall be filled with those legally effective provisions that the contract partners would have agreed according to the economic objectives of the contract and the purpose of these GTCs, had they known about the omissions.
5. The customer shall not give any gifts to our employees or the management, including gratuities, allowances, travel, cash, samples, tickets for entertainment, etc.
6. We may correct any type errors, arithmetic errors and similar obvious inaccuracies at any time after their discovery, without us accepting any responsibility for damages resulting from such errors.
7. Should individual parts of these GTCs be invalid, this shall not affect the validity of the remaining provisions.