

I. Scope of application

- (1) The following general terms and conditions apply to all contracts and deliveries, in addition to the „General Delivery Conditions for Products and Services of the Electrical Industry („Green Delivery Conditions“ – GL) for use in business transactions with entrepreneurs“ from the Zentralverband Elektrotechnik- und Elektroindustrie (ZVEI) e.V., valid in the latest version, of Günther Spelsberg GmbH & Co. KG – hereinafter also referred to as the „Manufacturer“ – and its customers. The conditions also apply to deliveries from the stock inventories of commercial agents or external warehouses operated on behalf of the manufacturer (representative warehouses).
- (2) The following declarations also apply:
 - The „Warranty Rules of Manufacturers of Installation Devices and Systems“ in the respective current version.
 - The „General Delivery Conditions for Products and Services of the Electrical Industry („Green Delivery Conditions“ – GL) for use in business transactions with entrepreneurs“ from the Zentralverband Elektrotechnik- und Elektroindustrie (ZVEI) e.V., valid in the current version.
 - The manufacturer's current return conditions.
- (3) The offers of the manufacturer are exclusively directed at entrepreneurs and merchants within the meaning of § 14 of the German Civil Code (BGB).
- (4) Contradictory or deviating (purchase) conditions of the buyer shall not be recognized unless their validity is confirmed in writing. This also applies if the manufacturer does not expressly contradict them. At the latest upon acceptance of our delivery, our terms and conditions are recognized as exclusively binding.

II. Regulations on offers and contract conclusion

- (1) All offers, prices and product descriptions contained in catalogs, price lists, advertising materials or on the manufacturer's website are non-binding and without obligation. They merely constitute an invitation to submit an offer by the buyer.
- (2) A contract is only concluded with the seller's acceptance of the buyer's offer. The acceptance takes place by explicit confirmation (e.g., Order confirmation) or by delivery of the goods. The buyer cannot make any claims from the offer until acceptance by the seller has occurred.
- (3) Orders from the buyer are legally binding for the buyer and can be submitted by informal e-mail, fax, EDI transmission or in PDF form.
- (4) Offered prices are valid only within the validity period specified in the offer. After expiry of this period, the offer expires and the prices valid at the time of order apply.

III. Regulations on ordering, cancellation of orders, minimum order quantities, packaging units, special orders as well as other provisions on special goods and orders

- (1) The minimum order value is €100 net. For very small orders under a net order value of €100, we charge a processing fee of €30 per order.
- (2) The minimum order quantities for our articles defined and communicated in the article master data by us are binding. The current article master data can be accessed online at www.spelsberg.de/stammdaten or requested from us at any time. Order quantities placed below the minimum order quantity of the respective article are rounded up to the communicated minimum order quantity without consultation with the buyer. Returns due to alleged over-delivery from the buyer's perspective are rejected in this context.
- (3) The manufacturer reserves the right to round up the ordered quantity to the next possible full packaging unit. A deviation of more than ten percent (10%) from the ordered quantity will, however, only be made after prior consultation with the buyer.
- (4) For products specifically manufactured, designed or modified at the buyer's request, withdrawal from purchase and the right of return are excluded.
- (5) For special productions, in particular for products manufactured in production processes with naturally increased reject rates (e.g., printing or milling orders as well as injection molding with special colors or plastics), an under- or over-delivery of up to five percent (5%) of the ordered quantity is permissible. The quantity actually delivered to the buyer is decisive for invoicing.

- (6) Orders that are scheduled for delivery by the manufacturer within the next five (5) working days and for which the buyer has been notified of a corresponding delivery date can only be cancelled against a cancellation fee of 15% of the merchandise value. The provisions of point III. (4) remain unaffected by this.
- (7) If an article has been discontinued or removed from the manufacturer's assortment, there is no obligation to deliver this article. In this case, the buyer was informed in advance about the discontinuation and given a reasonable deadline for ordering the product. Delivery after expiry of this deadline or for discontinued products is excluded. The manufacturer assumes no liability if an article is no longer deliverable. Corresponding order items will be properly cancelled and the buyer will be informed.

IV. Regulations on the processing of framework and call-off orders

- (1) If the buyer places a framework or call-off order with the manufacturer, the manufacturer undertakes to accept the agreed total quantity of this order.
- (2) If the documents relating to the order or other communication (e.g., offer, order confirmation, accompanying e-mail correspondence) do not specify a term for the order, the buyer undertakes to call off the total quantity from the manufacturer within a period of twelve (12) months..
- (3) If the buyer does not take the agreed total quantity within the agreed term of the framework or call-off order or declares that he will no longer take this quantity, the manufacturer is entitled, after prior written notice and a period of 6 (six) weeks, to deliver and invoice the remaining quantity to the buyer's address.
- (4) If the customer explicitly insists that the goods are no longer needed and excludes delivery of the remaining quantity, he expressly allows the manufacturer to invoice him the residual value of the framework or call-off order as damages.

V. Regulations on the delivery of our goods and products

- (1) The manufacturer is entitled but not obliged to make partial deliveries of orders and order items. Partial deliveries will be made as long as they are reasonable for the buyer.
- (2) If shipment or delivery is delayed at the request of the purchaser by more than one month after notification of readiness for shipment, we are entitled to charge storage fees of 0.5% of the price of the affected delivery items per each commenced month of delay, but overall a maximum of five percent (5%). The parties are free to prove higher or lower storage costs.
- (3) Free deliveries (freight- and packaging-free delivery) are made within the Federal Republic of Germany from a net order value of €1,500.
- (4) Shipment always takes place at the recipient's risk, even if a free delivery has been agreed.
- (5) If a supplier of the manufacturer does not meet its delivery obligation in time, the manufacturer does not fall into default of delivery without its own fault. In this case, the manufacturer is not obliged to pay damages, especially not for any delays or damages incurred by the buyer due to the supplier's late delivery. However, the manufacturer undertakes to inform the buyer immediately about the delay and offer possible alternatives (e.g., partial deliveries or substitute products). If the delay lasts longer than six (6) weeks, the buyer has the right to withdraw from the contract.
- (6) Delays in delivery due to force majeure, unforeseeable events or difficulties in procuring raw materials or labor release the manufacturer from the obligation to deliver for the duration of the obstacle. The manufacturer will inform the buyer immediately about such circumstances. „Force majeure“ within the meaning of these conditions means any event beyond the control of the contractual parties that prevents the fulfillment of contractual duties, such as natural disasters, war, official orders, epidemics or pandemics, strikes or similar unforeseeable and unavoidable circumstances.
- (7) If delivery delays occur because the buyer does not provide the carrier with timely or suitable delivery slots, the buyer is responsible for the resulting delays. The manufacturer is not liable for any damages or claims arising from this delay.

VI. Regulations on the suitability and condition of our products, complaints and goods returns

- (1) All information and advice regarding suitability, condition and application of our goods do not exempt from own tests and trials. The processor is responsible for compliance with legal, official and EVU regulations when using our goods.
- (2) The buyer is obligated to inspect the goods immediately for defects. Obvious defects must be reported in writing within eight (8) days after receipt of the shipment. Hidden defects that were not recognizable during initial inspection must be reported immediately after discovery, but no later than six (6) months after receipt of the goods. Visible transport damages must be confirmed by the carrier's signature on the respective freight documents upon receipt of the goods.
- (3) Goods returns are generally refused by the manufacturer unless prior consent has been given. In case of non-compliance, the sender is liable for all costs and disadvantages incurred.

VII. Regulations on copyrights, usage rights and confidentiality regarding contractual information

- (1) We have exclusive copyright exploitation rights to all images, videos, texts, webinars, databases, master data, product data sheets etc. published by us. Use of these contents is not permitted without the consent of the manufacturer.
- (2) Buyer and manufacturer keep confidential all information and facts they become aware of in connection with the submission of offers and contract execution, unless the other party releases them from this obligation. This includes price and payment conditions.
- (3) Technical drawings created by us in the course of an offer are subject to our copyright and must not be made accessible to unauthorized third parties.

VIII. Regulations on invoicing, payment terms and sending of invoices

- (1) Invoice amounts are, unless otherwise agreed, to be paid net within 10 days from the invoice date. Exceeding the payment deadline entitles the manufacturer to charge default interest at the usual bank rates.
- (2) If there are doubts about the buyer's ability to pay, especially in case of payment arrears, the manufacturer may, subject to further claims, require advance payments or securities for further deliveries and revoke granted payment terms.
- (3) The manufacturer is entitled to send invoices to the buyer electronically, in particular by e-mail as PDF files or within an EDI procedure. The buyer expressly agrees to the electronic transmission of invoices. If the buyer instead requests the sending of a paper invoice, the manufacturer charges a processing fee of €5.00 per invoice.
- (4) Unless expressly agreed otherwise, invoices that are not attributable to the manufacturer's usual business operations (such as the sale of a machine or the adjustment of a tool on behalf of the customer) are always issued net and without granting a cash discount, with payment due within 10 days, regardless of the payment terms agreed with the customer. This applies in particular to exceptional or project-related services provided outside the regular supply and service agreement.
- (5) The buyer undertakes to ensure the correctness of his stated delivery address and the VAT identification number. If delivery is subject to tax treatment due to incomplete or incorrect information on the address or VAT identification number, the buyer bears the applicable tax amounts.
- (6) In the case of a VAT-exempt intra-Community delivery according to §§ 4 No. 1 lit. b) in conjunction with § 6a UStG or an export delivery to a third country in accordance with § 6 UStG, the buyer is obliged upon request to provide a proof of arrival according to § 17a UStDV. This confirmation must comply with the respective legal requirements. If the buyer fails to submit the proof of arrival within 30 days after our request, we reserve the right to subsequently charge the VAT. Ownership of the delivered goods remains reserved until receipt of the proof of arrival or payment of the subsequently charged VAT. The retention of title according to the „Green Delivery Conditions“ of the ZVEI and clause 4 of these supplementary conditions remains unaffected.

- (7) The original payment term of an invoice is not changed by discrepancies, debit notes or further differences between manufacturer and buyer. The invoicing of the original document is decisive. Credit notes or invoice corrections issued subsequently do not change the originally underlying payment term.

IX. Privacy

- (1) The protection of personal data is of highest priority for us. We inform separately about the handling of personal data in our privacy policy. By contacting us, you confirm that you have taken note of and agree to our privacy policy.
- (2) We are entitled to process the data received about our buyers, regardless of who they originate from, in accordance with the Federal Data Protection Act in connection with the business relationship or related to it.

X. Final provisions

- (1) The contract language is German.
- (2) The contractual agreements between the manufacturer and buyer are subject to the law of the Federal Republic of Germany. The application of the UN Sales Law is excluded.
- (3) The place of performance for delivery, payment and other contractual performances of both parties is the manufacturer's headquarters in Schalksmühle.
- (4) The exclusive place of jurisdiction is Lüdenscheld.
- (5) If there are differing provisions on the same matter in our General Terms and Conditions and the „Green Delivery Conditions“ of the ZVEI, the provisions of these GTC take precedence.
- (6) The invalidity of individual provisions does not affect the validity of the remaining general terms and conditions.