



GENERAL TERMS AND CONDITIONS

1. APPLICABILITY OF CONDITIONS

1.1 The deliveries, services, and offers of ProtACT GmbH are made exclusively based on these general terms and conditions. These also apply to all future business relationships, even if they are not explicitly agreed upon again. At the latest upon receipt of the goods or services, these conditions are deemed accepted. A counter-confirmation by the buyer referring to their business or purchasing conditions is hereby rejected.

1.2 Deviations from these terms and conditions are only effective if confirmed in writing by the seller.

2. OFFER

2.1 The seller's offers are non-binding and without obligation. Declarations of acceptance and all orders require written or telegraphic confirmation by the seller to be legally effective. The same applies to supplements, modifications, or side agreements.

2.2 Drawings, illustrations, dimensions, weights, or other performance data are only binding if explicitly agreed upon.

3. ORDER

3.1 The written order confirmation or – if no such confirmation is issued – the seller's invoice is decisive for delivery.

3.2 If order-related costs change significantly after the conclusion of the contract, the contracting parties are obliged to agree on a price adjustment. The seller's determined weights, quantities, and numbers are decisive for the calculation unless the buyer objects immediately.

3.3 Changes regarding colors, raw materials, and equipment are expressly reserved. Printing errors or obvious mistakes in confirmations, offers, or price lists do not entitle the buyer to any claims.

4. PRICES

4.1 Our prices are subject to change and apply plus statutory VAT. Prices are net ex-works.

4.2 Packaging is charged at cost price and will not be taken back or refunded.

4.3 Postage, freight, other shipping costs, insurance, customs duties, and the costs of possible returns of goods or packaging materials are borne by the buyer.

4.4 Price changes are permissible if more than four months elapse between the conclusion of the contract and the agreed delivery date. Any increase in wages, raw materials, freight, taxes, duties, or other charges on which the price calculation is based or the occurrence of new such charges between contract conclusion and delivery entitles the seller to increase the price accordingly. The buyer is only entitled to withdraw if the price increases significantly exceed the general cost of living increase between the order and delivery.

4.5 With the publication of a new catalog or price list, all previous catalogs and price lists lose their validity. Catalog and price list prices are subject to confirmation by the seller.

4.6 For orders below €50.00, a processing fee of €20.00 is charged

5. DELIVERY

5.1 The dates and deadlines specified by the seller are non-binding unless explicitly agreed otherwise in writing.

5.2 The delivery period is met if the delivery item has left the factory by its expiry. It is also considered met if the shipping readiness has been notified, and the buyer does not accept the delivery item within the delivery period.

5.3 Significant unforeseeable operational disruptions, exceeding of delivery deadlines, or failures of suppliers, shortages of raw materials, energy, or labor, strikes, lockouts, transport difficulties, government orders, and other cases of force majeure, including natural disasters, pandemics, cyberattacks, political unrest, or governmental actions at the seller and its subcontractors, reasonably extend the delivery time and release the seller from the delivery obligation for the duration of the disruption and its consequences. If the disruption lasts longer than six months, both parties are entitled to withdraw from the contract. The seller shall inform the buyer as soon as possible about the beginning and end of such hindrances.

5.4 Reasonable partial deliveries are permitted. Deliveries are generally made in standard packaging. If this is not the case, deviations from agreed delivery quantities are permitted within customary commercial limits.

5.5 The seller's delivery obligation is suspended as long as the buyer is in arrears with a due payment despite a reminder.



5.6 If the goods are to be accepted gradually within a certain period, acceptance must be evenly distributed over the total period unless otherwise explicitly agreed. If the buyer falls behind in accepting agreed partial quantities, the seller is entitled to either store the corresponding quantity at the buyer's expense and risk after granting a reasonable grace period or to deduct it from the total quantity. In the latter case, any special conditions granted for already delivered goods also cease to apply.

5.7 Documentation (data sheets and operating instructions) in German or English in a single copy suitable for reproduction is part of our delivery scope. Additional copies, languages, or documents exceeding this scope will be charged based on effort.

6. SHIPPING, TRANSFER OF RISK, PACKAGING

6.1 Unless otherwise agreed, the seller chooses the shipping route and method, considering the buyer's interests appropriately. Upon request, the seller will insure the shipment at the buyer's expense against theft, breakage, transport, fire, and water damage, as well as other insurable risks.

6.2 The risk of loss, destruction, or damage to the goods passes to the buyer upon dispatch or, in the case of collection, upon notification of readiness for collection. This also applies to freight-free delivery. If the dispatch is delayed due to circumstances attributable to the buyer, the risk passes to the buyer from the date of readiness for dispatch; however, the seller is obliged to arrange insurance requested by the buyer at their expense.

6.3 Delivered goods must be accepted by the buyer, even if they show minor defects, without prejudice to the rights under Section 8.

7. PAYMENTS

7.1 Payments must be made at the buyer's expense within 30 days from the invoice date without deduction. Bills of exchange are only accepted upon special agreement and only for collection, subject to all collection and discount charges. Payments are only deemed made when the amount is finally available in the seller's account. The seller reserves the right to allocate payments to the oldest outstanding invoice, including accrued interest and costs, following the sequence: costs, interest, principal claim. Claims subject to a justified defect complaint are exempt from this regulation. The buyer is only entitled to a right of retention or set-off if their claims are legally established or undisputed.

7.2 Non-compliance with payment terms or circumstances significantly reducing the buyer's creditworthiness according to banking standards result in the immediate maturity of all seller's claims. The seller is also entitled to demand advance payment for outstanding deliveries, withdraw from the contract after a reasonable grace period, or claim damages for non-performance. Furthermore, the seller may prohibit the buyer from reselling the goods and reclaim unpaid goods at the buyer's expense.

7.3 If the buyer defaults on payment, the seller is entitled to charge interest at the rate applied by its commercial banks for open current account credits, but at least 8% above the respective base interest rate.

7.4 For orders over €10,000.00, the following payment terms apply:

40% upon order placement, 40% before shipment, 20% 30 days after invoice date without deduction.

8. COMPLAINTS

The buyer's warranty claims due to obvious defects in the goods or deviations in weight and quantity shall only exist if the buyer inspects the goods without delay. They can only be considered if they are reported to us in writing immediately after discovery, but no later than 2 weeks after receipt of the goods at the place of destination. Defects that could not be discovered within this period, even with careful inspection, must be reported immediately after their discovery; otherwise, the goods shall be deemed approved despite these defects. Hidden defects must be reported in writing immediately after their discovery, but no later than six months after delivery.

9. WARRANTY

9.1 We warrant that our products are free from manufacturing and material defects at the time of transfer of risk. The limitation period for the buyer's claims due to defects is 12 months. It begins with delivery.

9.2 We assume no warranty for damages resulting from the following reasons: inappropriate or improper use or storage, incorrect assembly or commissioning by the buyer or third parties, natural wear and tear, particularly of parts that, due to their material



composition, are subject to premature wear due to their nature of use, improper or negligent handling, excessive stress, as well as influences contrary to the intended purpose or any other external influences.

9.3 Liability for indirect damages, consequential damages, or lost profits is excluded to the extent permitted by law. Liability for gross negligence and intent remains unaffected.

9.4 In the event of a warranty claim, we are obliged to replace a defective device or defective parts free of charge with a suitable device or suitable parts. The defective parts must be returned to us. If rectification or replacement delivery ultimately does not remedy the defect, the buyer may demand a reduction in the purchase price or the rescission of the contract regarding the defective devices.

9.5 The elimination of defects by the buyer may only be carried out with our consent. We exclude any liability for repair work carried out by the buyer or third parties without our consent.

9.6 Warranty claims against the seller are only available to the direct buyer and are not transferable.

9.7 The seller is liable for damages arising from product liability only within the framework of mandatory statutory provisions. Any further recourse of the buyer against the seller is excluded unless the buyer proves a culpable breach of duty by the seller.

9.8 The above paragraphs conclusively regulate the warranty for products and exclude any other warranty claims.

10. RETURNS

Returns of goods are only accepted if the return has been agreed upon with us in advance. For goods delivered under a valid purchase contract, there is generally no obligation to accept returns. Should we agree to a return in exceptional cases, we will charge re-storage costs. The following conditions must generally be met for a return:

- The return must be made free of charge for the seller.
- The return must include details of the reason for the return as well as the order or invoice number.
- The products must be unused and undamaged.
- The products must be in accordance with the current state of the art.

Special designs are generally excluded from return.

If one or more of these conditions are not met, we reserve the right to return the goods freight collect and untreated. In any case, we will charge for the additional effort incurred.

11. RETENTION OF TITLE

11.1 The goods remain the property of the seller until the buyer has settled all liabilities from current and future business relationships with the seller. This also applies if individual or all of the seller's claims have been included in a current account and the balance has been drawn and acknowledged. If, in connection with the payment of the purchase price, a bill of exchange liability of the seller is established, the retention of title does not expire before the bill has been honored by the buyer as the drawee.

11.2 The buyer is obliged to store the reserved goods carefully for the seller and to properly insure them at his own expense against loss and damage. He hereby assigns his claims from the insurance contracts to the seller in advance.

11.3 The buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. Other dispositions, particularly pledging or transfer by way of security, are not permitted. In the case of non-cash payment, the buyer must agree to a retention of title with his customer under these conditions. The authorization to resell expires upon the buyer's suspension of payments.

11.4 The buyer hereby assigns his claims from the resale of the reserved goods as well as all ancillary and security rights, including bills of exchange and checks, to the seller. If the seller has co-ownership of the goods sold, the assignment is limited to the share of the claim corresponding to the co-ownership share. If reserved goods are sold together with other goods at a total price, the assignment is limited to the proportional amount of the seller's invoice (including VAT) for the resold reserved goods.

11.5 Upon request by the seller, the buyer is obliged to inform the purchasers of the assignment and to provide the seller with the information and documents necessary to assert his rights against the purchasers. The buyer is prohibited from making agreements with his purchaser that exclude or impair the seller's rights in any way. In particular, the buyer may not enter into agreements that nullify or impair the advance assignment of claims to the seller.

11.6 If the buyer fails to meet his obligations to the seller, the seller is entitled – after issuing a reminder and without prejudice to other rights – to demand the return of the reserved goods and/or to assert the assigned rights directly. The seller has the right to take possession of the goods himself and to enter the buyer's premises for this purpose. The repossession of the reserved goods only constitutes a withdrawal from the contract if the seller expressly declares this in writing. The buyer must immediately inform the seller of any third-party access to the reserved goods and assigned claims.

11.7 If the value of the securities due to the seller exceeds the seller's secured claims against the buyer by more than 20%, the seller is obliged to release securities at the buyer's request, at the seller's discretion.

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12. INTELLECTUAL PROPERTY RIGHTS

The seller does not guarantee that the goods do not infringe third-party intellectual property rights outside the Federal Republic of Germany. The buyer indemnifies the seller against any third-party claims arising from the use outside Germany unless the infringement of intellectual property rights is due to intent or gross negligence on the part of the seller.

13. CHOICE OF LAW, PLACE OF PERFORMANCE, JURISDICTION, PARTIAL INVALIDITY

13.1 German law (HGB, BGB) applies to the entire business relationship between seller and buyer, excluding the UN Sales Law.

13.2 The place of performance for delivery is the seller's respective shipping location, and for payment, it is the seller's registered office.

13.3 The place of jurisdiction for all disputes is Koblenz. For international contracts, the seller may, at his discretion, choose arbitration under the Arbitration Rules of the International Chamber of Commerce (ICC) in Paris. The proceedings shall be conducted in German or English.

13.4 If individual provisions of these sales and delivery conditions are wholly or partially invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision and is valid.