

General conditions of sale, as of January 2025

1. General

1.1. cds Polymere GmbH & Co. KG delivers to entrepreneurs (§ 14 BGB), merchants within the meaning of the HGB, legal entities, legal entities under public law or public law special funds (customers) exclusively on the basis of these General Conditions of Sale (AVB) . These conditions also apply to all future transactions between the contracting parties.

1.2. General terms and conditions of the customer only apply to the extent that cds Polymers GmbH & Co. KG has expressly agreed to them in writing. Any verbal subsidiary agreements made are ineffective.

2. Offers, order acceptance and prices

2.1. The offer is always subject to change unless it is expressly designated as binding. Changes and additions to the contract, in particular assurances and guarantees, are only made by the management, authorized signatories or specially authorized representatives. Vocal agreements or declarations by other persons are only effective if they are confirmed in writing by the management or persons specifically authorized to represent the cds polymers GmbH & Co. KG.

2.2. All information received in the context of the business relationship, in particular offers, cost estimates and information about our know-how or production methods, are to be treated confidentially and may not be made available to third parties.

2.3. Product descriptions, test certificates and manufacturer's declarations or marks such as "CE" and "GS" do not represent any representations or guarantees.

2.4. Dimensions and weight specifications are subject to industry-typical and customary deviations, the specification "approx." In front of quantity specifications it entitles us to deliver up to 5% more or less.

2.5. Our offer or our declaration of acceptance / order confirmation is relevant for the scope of services. The customer is obliged to check this declaration carefully and to notify any discrepancies in writing immediately, latest within one week of receipt, provided that delivery has not already taken place at this point. Our declaration of acceptance can also be declared by delivering the goods to the customer.

2.6. Our technical data sheets and processing instructions are relevant for the use of our products. The customer must independently check the suitability of the products by taking the information sheets and processing instructions into account.

2.7. Prices and conditions are based on our price lists valid at the time of contract conclusion; these expressly contain net prices. If there is a period of more than four months between contract conclusion and the agreed time of delivery, the price list valid at the time of delivery is effective.

3. Delivery and provision of services

3.1. Unless otherwise agreed, delivery takes place ex works or ex warehouse. Unless otherwise expressly agreed, shipping is at the customer's risk and expense. If the customer does not specify the route and means of dispatch or the forwarding agent or carrier, we are entitled to make this selection. Deliveries are made exclusively on new Europool pallets. We calculate this at € 12.50 € / pc.

3.2. Delivery "free delivery address" of the customer means delivery without unloading, provided that an access road can be used with a heavy truck. The customer has to unload immediately and properly. Waiting times are at the expense of the customer.

3.3. Insurance against transport damage and transport loss is only provided at the explicit request of the customer and for his account.

3.4. Goods reported as ready for dispatch must be called up according to the agreement, otherwise immediately. If this does not happen, we are entitled, but not obliged, to dispatch the goods at the customer's expense and risk.

3.5. We are entitled to make partial deliveries, unless the customer can prove that he cannot be expected to accept partial deliveries.

3.6. The fulfillment of the contract and compliance with delivery and service deadlines require that we are supplied correctly and on time by our suppliers, unless we are responsible for the non-delivery or delay.

3.7. Delivery times are only binding for us on the basis of written confirmation. The delivery and service deadlines or dates are extended by the period by which the customer does not fulfill his obligations towards us and in the event of a labor dispute or other force majeure for the duration of the disruption caused by this. In we cannot meet binding delivery deadlines for reasons for which we are not responsible, we will inform the customer immediately and, as far as possible, inform them of new delivery dates. If delivery is still not possible, we are entitled to withdraw from the contract in whole or in part; We will immediately reimburse any consideration already provided by the customer.

3.8. Confirmation of arrival based on the confirmation of the entry of an item from an intra-community delivery to another EU member state (confirmation of arrival) (§ 17a Paragraph 2 No. 2 Sentence 3 UStDV): It is a proof of shipment from the customer to cds Polymers GmbH & Co. KG in accordance with of the German provisions applicable at the time of delivery as evidence for sales tax purposes, otherwise the customer is liable for the resulting fiscal effects in accordance with sales tax law.

3.9 (1) The customer may not use any goods delivered under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 directly or indirectly to the Russian Federation or for use in the Russian Federation.

(2) The customer shall make all reasonable efforts to ensure that the purpose of paragraph (1) is not undermined by third parties in the wider distribution chain, including potential resellers.

(3) The customer shall establish and maintain an appropriate monitoring mechanism to detect actions by third parties in the further distribution chain, including potential resellers, that would undermine the purpose of paragraph (1).

(4) Any breach of paragraphs (1), (2) or (3) shall constitute a material breach of a fundamental element of the contract. We, cds Polymere GmbH & Co KG, shall be entitled to seek appropriate remedies, including but not limited to:

(i) termination of this contract; and

(ii) liquidated damages in the amount of 25% of the total value of this contract or of the price of the exported goods, whichever is greater.

The assertion of the contractual penalty shall not preclude the assertion of specific damages shall not be excluded; in this assertion, any contractual penalty already paid shall be taken into account.

(5) The customer shall inform cds Polymere GmbH & Co KG immediately of any problems in the implementation of paragraphs (1), (2) or (3), including relevant activities of third parties which could undermine the purpose of paragraph (1). The customer shall provide cds Polymere GmbH & Co KG with information on compliance with the obligations under paragraphs (1), (2) and (3) within two weeks of simple request.

4. Payment

4.1. Unless otherwise agreed, payments are due within 30 days of receipt of the invoice, with payment within 10 days less a 2% discount. A different discount deduction is only permitted if expressly agreed. Payment by check is excluded, unless it has been expressly agreed separately in individual cases.

4.2. Once the payment term has expired, the customer is in default even without a further reminder. The German statutory provisions on the interest rate in arrears is effective. We reserve the right to assert further damage caused by default. The claim to commercial maturity interest against business people remains unaffected.

4.3. The customer may only assert rights of retention or set-offs from other transactions, including the ongoing business relationship, if the counterclaim is undisputed or legally valid.

4.4. If, after the conclusion of the contract, it becomes apparent that our payment claim is jeopardized by the customer's inability to pay, we shall be entitled to the rights under Section 8321 of the German Civil Code (BGB), including for all other outstanding services from the business relationship with the customer. We are entitled to make all claims from the current business relationship due.

5. Retention of Title

5.1. The delivered goods (goods subject to retention of title) remain our property until all claims to which we are entitled against the customer now or in the future have been met, including all current account balance claims. If the customer behaves contrary to the contract - in particular if he is in default of payment of a claim for payment - we have the right to withdraw from the contract after we have set a reasonable deadline for performance. The customer bears the transport costs incurred for the return. If we take back the reserved goods, this already represents a withdrawal from the contract. It is also a withdrawal from the contract if we seize the reserved goods. We may recycle reserved goods which we have withdrawn. The proceeds of the sale will be offset against the amounts that the customer owes us after we have deducted an appropriate amount for the costs of the sale.

5.2. The customer is obliged to handle the goods carefully and to insure them at replacement value against loss, damage and destruction

5.3. The customer may use the reserved goods and resell them in the ordinary course of business, as long as he is not in default of payment. However, he may not pledge the reserved goods or transfer them by way of security. The payment claims of the customer against his customers from a resale of the reserved goods as well as those claims of the customer with regard to the reserved goods that arise for any other legal reason against his customers or third parties (in particular claims from unauthorized action and claims to insurance benefits), including all balance claims from current accounts the customer assigns to us in full as a precaution. We accept this assignment.

The customer may collect these claims assigned to us on his account in his own name for us as long as we do not revoke this authorization. Our right to collect these claims ourselves is not affected by this; however, we will not assert the claims ourselves and we will not revoke the direct debit as long as the customer properly meets his payment obligations.

However, if the customer behaves contrary to the contract - in particular if he is in arrears with the payment of a claim for payment - we can demand that the customer inform us of the assigned claims and the respective debtors, inform the respective debtors of the assignment and all of us Hands over documents and provides all information that we need to assert the claims.

5.4. Any processing or transformation of the reserved goods by the customer is always carried out for us. If the reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including sales tax) to the other processed items at the time of processing. As for the rest, the same applies to the new item resulting from processing as to the reserved goods.

If the reserved goods are inseparably connected or mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including sales tax) to the other connected or mixed items at the time of the combination or mixing. If the reserved goods are combined or mixed in such a way that the customer's item is to be regarded as the main item, the customer and we already agree that the customer shall transfer proportional co-ownership of this item to us. We accept this transfer.

The customer will keep the sole ownership or joint ownership of an item for us.

5.5. In the event of seizure of the reserved goods by third parties or other interventions by third parties, the customer must point out our ownership and must notify us immediately in writing so that we can enforce our property rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this context, the customer shall be liable for them.

5.6. If the customer requests this, we are obliged to release the securities to which we are entitled insofar as their realizable value exceeds the value of our outstanding claims against the customer by more than 10%. However, we are allowed to select the securities to be released.

6. Liability for material defects

6.1. Material defects must be reported in writing immediately, taking into account the commercial due diligence requirements typical of the industry, at the latest within seven days of delivery. If material defects only become apparent during processing, the customer must immediately stop processing the defective material. The customer is obliged to immediately give us the opportunity to convince ourselves of the material defect and to provide us with the rejected goods or samples thereof immediately upon request.

If the complaint is justified, we can choose to either rectify the defect or deliver an item free of defects (supplementary performance). The right on our part to refuse subsequent performance under the statutory requirements remains unaffected.

6.2. The costs required for the purpose of supplementary performance are borne by the customer insofar as they result from the fact that the goods have been brought to a location other than the place of delivery, unless this movement corresponds to their intended use. The application of § 478 BGB remains unaffected. Without prejudice to further claims from us, in the

event of an unjustified notification of defects, the customer has to pay us the expenses for inspection.

6.3. If the supplementary performance has failed or a reasonable deadline to be set by the customer for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the customer can withdraw from the purchase contract or reduce the purchase price. In a minor defect, however, there is no right of withdrawal.

6.4. Claims of the customer for damages or reimbursement of wasted expenses only exist in the case of defects in accordance with Section 7 and are otherwise excluded.

6.5. Claims of the customer due to material defects become statute-barred one year after delivery of the goods to the customer, insofar as they were used for a building and in the cases of §§ 438 Paragraph 1 No. 1 and 2 BGB, 479 Paragraph 1 BGB, the claims expire within two years of delivery to the customer. In cases of supplementary performance, the limitation period does not start again.

6.6. Irrespective of the above provisions, the customer's claims for intentional or grossly negligent breaches of duty on our part remain.

7. Other liability

We shall only be liable for breach of contractual and non-contractual obligations, including for our executive employees and other vicarious agents, in cases of intent and gross negligence, limited to the typical contractual damage foreseeable at the time of conclusion of the contract. This limitation shall not apply in the event of culpable breach of essential contractual obligations, insofar as the achievement of the purpose of the contract is jeopardized, in cases of mandatory liability under the Product Liability Act, in the event of damage to life, limb and health. The rules on the burden of proof remain unaffected. Claims of the customer in this respect shall lapse within one year of the corresponding breach of duty.

8. Place of jurisdiction and applicable law

If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive and international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship at the court which has in Sprendlingen. The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these General conditions of Sale or an overriding individual agreement or at the customer's general place of jurisdiction.

Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected. The law of the Federal Republic of Germany shall apply.

9. Trade of cds-products

Resale to other countries requires the written consent and authorization of cds-Polymere GmbH & Co. KG