

General terms and conditions of Tripple Z GmbH

1. Validity

1.1 The following general conditions of Tripple Z GmbH (hereinafter referred to as "Seller") apply to all contracts concluded between the Seller and the Buyer for the delivery of goods. They also apply to all future business relations, even if they are not expressly agreed upon again. Deviating conditions of the buyer, which the seller does not expressly accept, have no binding effect for the seller, even if he does not expressly object to them. The Seller's terms and conditions shall also apply if the Seller accepts the delivery of the Buyer without reservation in the knowledge that the Buyer's terms and conditions conflict with or deviate from his own.

1.2 All agreements made between the Seller and the Buyer in connection with the Purchase Agreements are set out in writing in the Purchase Agreements, these Conditions and the Seller's offers/confirmations of order. Written agreements made between the contracting parties in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Business.

1.3 The Seller expressly reserves the right to amend or supplement the content of these General Terms and Conditions of Business for individual transactions by means of appropriate written supplements. In the event of a change, the changed conditions are to be sent to the buyer immediately for his information.

1.4 Assurances, subsidiary agreements and amendments to the contract require a written confirmation by the seller to be effective.

1.5 These terms and conditions of sale shall only apply to companies within the meaning of § 310 para. 1 in conjunction with § 14 BGB.

2. Offer, order confirmation and conclusion of contract

2.1 The offers of the seller are subject to change without notice. We reserve the right to make technical changes to the components or technical developments. A contractual relationship is expressly only established with the order confirmation signed by the customer. The offers sent by the seller are subject to prior sale and are therefore subject to change and non-binding until the conclusion of the contract, unless the seller has expressly designated them as binding. The scope of services is exclusively specified in the order confirmation.

2.2 The documents, brochures, information sheets, other printed matter or similar belonging to the offer do not constitute a warranty of characteristics, they serve only as orientation and information for the buyer.

2.3 An order of the buyer, which is to be qualified as an offer to conclude a contract, is accepted by the seller within two days by sending an order confirmation or purchase contract.

2.4 Insofar as technical changes are required which do not affect the performance specification, these will be agreed with the purchaser. Technical changes to the service description must be confirmed in writing by the purchaser beforehand.

2.5 Guarantees are only binding if and insofar as they are assured by the manufacturer and are described as such in an offer or an order confirmation and the seller's obligations under the guarantee are also set out in detail there. In all other respects the manufacturer's guarantees apply to all goods delivered by the seller. The seller himself does not assume any guarantees. At the most, he passes on the manufacturer's guarantees.

2.6 If no transaction is concluded, the original documents of the seller (framework supply contracts, certificates of deliverability, technical drawings, calculations, etc.) must be returned to the seller without delay. The buyer may not be copied or presented to third parties without the written consent of the seller. In case of contract pretence or misuse of data, the seller reserves the right to claim for damages.

2.7 In the case of contracts with an agreed delivery time of more than 3 months, the seller reserves the right to increase prices in accordance with the cost increases that have occurred due to increases in material prices or transport costs. If the increase amounts to more than 7% of the agreed price, the buyer may withdraw from the contract.

3. Prices / terms of payment

3.1 The prices of the seller are net. The currently valid value added tax is added.

3.2 Unless otherwise agreed, the purchase price shall be paid within 5 days after invoicing. Default interest shall be charged at a rate of 9% above the respective base rate of the European Central Bank p.a. We reserve the right to assert a higher damage caused by default. The purchaser is only entitled to deduct a discount if this has been expressly agreed in writing.

3.3 The currency of payment shall be the euro. Payments in other currencies such as US Dollars are possible, but require the prior written confirmation of the seller. In this case no exchange rate disadvantages may arise for the seller.

3.4 Payments shall be made as agreed. If other methods of payment are permitted by us (LC or bank guarantee), the resulting additional costs shall be added to the total price and shall be borne by the purchaser. For LC payments, the bank letter of credit must be irrevocably secured by a major German bank or savings bank. Bills of exchange are not accepted. Additional costs for transfers to escrow accounts are borne by the buyer.

3.5 The buyer is only entitled to offsetting rights if his counterclaims have been legally established, are undisputed or have been recognised by the seller. Furthermore, the buyer is entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. The buyer is not entitled to assign claims from the contractual relationship to third parties without the prior written consent of the seller.

3.6 We expressly reserve the right to make errors in all price and discount information.

3.7 All payments are to be accelerated to the utmost and are to be made to us by the purchaser without any deductions. If a payment is not made on time or if circumstances become known which seriously question the creditworthiness of the buyer or if a cheque is not cashed, the seller is entitled, after setting an appropriate deadline and expiry of the same, to stop delivery or further processing of the order and to withdraw from the contract. The seller reserves the right to claim damages in case of non-performance of the contract.

Deposit invoices or proforma invoices must be paid within 7 working days, otherwise they lose their validity and are void. After 8 working days without receipt of payment, considerable delays in delivery must be expected.

3.8 If the buyer is in default of payment of the purchase price, he shall pay a reminder fee of EUR 40,- to the seller for each reminder.

4. Delivery and performance time

4.1 The stated delivery dates are only valid subject to timely delivery to ourselves, unless the seller has expressly confirmed delivery dates as binding in writing.

4.2 The delivery period shall be extended appropriately in the event of unforeseen hindrances which are beyond the control of the seller (e.g. events of force majeure, sovereign measures, production disruptions, work delays, operational disruptions, delays in delivery), insofar as these have an influence on the completion or delivery of the delivery item. If the buyer does not cooperate in time to meet deadlines or dates, the deadlines or dates will be extended by the period of the hindrance.

Delivery periods from the area of liquidation/warehouse dissolutions/plant closures/auction and dismantling transactions can lead to considerable delays in delivery. These can last up to 6 months.

4.3 The seller is not obliged to deliver if delivery cannot be made due to force majeure. The buyer may then withdraw from the contract. The prerequisite for this right of withdrawal is that the seller is unable to procure the goods from other suppliers and deliver them to the buyer within a reasonable period of time, despite the setting of a reasonable deadline by the buyer.

In the case of auctioned goods/liquidation goods, the seller may withdraw from the contract at any time without giving reasons. Claims for damages of any kind are not possible.

4.4 The delivery time stated by the Seller shall not commence until the technical and financial issues have been clarified, in particular the obligations incumbent on the Buyer have been fulfilled properly and on time.

4.5 If the buyer is in default of acceptance, the seller shall be entitled to demand compensation for the damage and any additional expenses. The same applies if the buyer violates his obligation to cooperate.

4.6 Delivery periods stated by the Seller shall only commence in individual cases after final clarification of details of execution, technical or commercial questions, insofar as they arise from the sphere of the Buyer. The buyer is

not entitled to withdraw from the order if only a delay which is reasonable under the special circumstances of the individual case has occurred. Compliance with the

Furthermore, the seller's obligation to deliver presupposes the timely and proper fulfilment of the buyer's obligations. The objection of non-performance of the contract remains reserved. Strike, transport and supply delays, official prohibitions and comparable events which occur outside the sphere of influence of the seller interrupt the deadlines and extend them appropriately.

4.7 Partial deliveries are permissible, provided they are reasonable for the buyer. Goods that have not been called off but made available can either be stored or sent to the buyer at the buyer's expense and risk. The seller is entitled to choose the packaging and mode of dispatch that appears suitable. Call-off orders must be completed within 3 months, otherwise they will be invoiced according to local storage prices. NRW/Düsseldorf - 5€/Europallet per day 8€/Chap pallet per day.

4.8 If the seller agrees to the cancellation of an order in individual cases as a gesture of goodwill, this cancellation shall only be effective with the seller's written consent. Goods which have been ordered customer-specifically cannot be settled as a gesture of goodwill. In case of a cancellation accepted by the seller, the seller will charge a handling fee of 25% of the value of the goods. The purchaser expressly reserves the right to prove lower damages.

5. Transfer of risk / dispatch and packaging

5.1 Loading and dispatch are only insured by the seller in the case of free delivery. A free house delivery presupposes that the buyer places a corresponding written order with us and that this order has been expressly accepted in writing by the seller. The resulting additional costs for insurance and onward transport to an address specified by the buyer shall be borne by the buyer. The seller will inform the buyer of the costs beforehand.

5.2 If shipment is delayed at the request or fault of the buyer, the seller shall store the goods at the buyer's expense and risk. In this case, the notification of readiness for dispatch is equivalent to dispatch. Calculation according to local storage prices. NRW/Düsseldorf - 5€ / Europallet per day 8€ / CHEP pallet per day.

5.3 The risk of accidental loss and/or accidental deterioration of the goods shall pass to the Buyer upon delivery, in the case of sale to destination, upon handover of the goods to the forwarding agent, carrier or other persons designated to carry out the shipment. The handing over of the goods is the same if the buyer is in default of acceptance. If the transport insurance has been taken out by the seller, the provisions contained in the attached insurance confirmation shall apply.

6. Warranty / liability for the sale of new goods in particular also

Insolvency/liquidation goods or used goods/auction goods

6.1 Warranty rights of the buyer presuppose that the buyer has properly fulfilled his obligations to inspect and notify defects in accordance with § 377 HGB (German Commercial Code).

6.2 The following applies:

a) Externally visible damage to the consignments must be immediately certified on the consignment note by the person delivering the consignment (railway, post office, forwarding agent, etc.) by recording the facts or in any other suitable manner. Carriers are obliged to do so.

(b) in the event of damage, defects or weight reduction in the contents which is not apparent from the outside and which becomes apparent, further unpacking shall be stopped immediately. The delivering transport company must be held liable immediately in writing and requested to record the facts and determine the damage, namely

aa) at the post office - immediately on the day of delivery;

bb) for rail freight or express delivery - immediately on the day of delivery;

cc) in the case of motor vehicle hauliers or haulage contractors - immediately on the day of delivery after delivery of the goods.

The warranty period for the sale of new goods by the seller is 12 months, calculated from the transfer of risk. The warranty for used goods is completely excluded. If a claim for damages under warranty is based on intent, gross negligence or injury to life, body or health, the statutory warranty period shall apply. In all other respects the statutory regulations.

c) Insolvency goods / liquidation goods, used goods

For goods from insolvencies and liquidations as well as for used goods always applies, purchased as seen or according to data transmitted by the seller to the buyer. The sale of such goods is made under exclusion of any warranty or guarantee.

For these goods, the quantities can vary greatly and the customer must carry out his own recount.

6.3 If the manufacturer of the goods provides a guarantee to the Seller, the Seller shall assign any claims arising therefrom to the Buyer, the Buyer shall accept the assignment.

6.4 Colour deviations of a smaller extent and colour deviations which are due to the use or combination of different materials shall be deemed to be in accordance with the contract, provided that the deviation is only limited to the colour and does not impair performance.

6.5 Obvious defects must be reported to the seller in writing immediately, at the latest within 3 weekdays after delivery. It is sufficient to send the notice within the period if the notice is received by the seller after the usual postal run in the near future.

6.6 If, despite all due care and attention, the delivered goods show a defect that was already present at the time of the transfer of risk, the seller will, subject to timely notification of defects, either repair the goods or deliver replacement goods at his discretion.

6.7 The buyer initially has the choice whether the subsequent performance is to be effected by rectification of defects or replacement delivery. However, the seller is entitled to refuse the type of subsequent performance chosen by the buyer if it is only possible at disproportionate cost and the other type of subsequent performance is possible without significant disadvantages for the buyer. During the supplementary performance the reduction of the purchase price or the

Withdrawal from the contract by the buyer is excluded. A rectification of defects shall be deemed to have failed after the third unsuccessful attempt, unless something else results from the nature of the item or the defect or other circumstances. If the supplementary performance has failed or if the seller has refused the supplementary performance altogether, the buyer may, at his discretion, demand a reduction of the purchase price (abatement) or declare his withdrawal from the contract.

6.8 The expenses necessary for the purpose of subsequent performance shall be borne by the Buyer, insofar as they are increased by the fact that the deliveries or services are taken to a place other than the Buyer's branch office or the place of assembly, unless the transfer corresponds to their intended use.

6.9 In the event of a return, the defective delivery items shall be kept ready for inspection by the Buyer in the condition in which they were at the time of the discovery of the defect or shall be returned at the request of the Seller.

6.10 The obligation is excluded if the buyer himself was not obliged to exercise the warranty rights towards his customer on the basis of the statutory regulations or if he did not make this complaint in respect of a claim made against him. This shall also apply if the purchaser has assumed warranties towards the end consumer which exceed the legal requirements.

6.11 The buyer may not pass on claims for damages from his customer to the seller. The warranty is limited only to complaints by the buyer. If the delivered goods are resold by the buyer to third parties, the seller is not liable for their complaints under the warranty law.

6.12 The obligation pursuant to Sections 6.4, 6.7 - 6.11 is excluded insofar as the defect is due to advertising statements or other contractual agreements which do not originate from the Seller, or if the Buyer has given a special guarantee to his own customers as Seller.

6.13 The Buyer shall present the complaint in such a way that it describes the defect of the goods in a professional and precise manner.

6.14 Insolvency/liquidation goods or used goods / auction goods are always free of warranties or guarantees/liabilities for defects. Quantities can vary greatly, technical performance data are always non-binding and do not reflect the actual situation. It always applies purchased as seen, no complaints granted after purchase and payment.

Among others, the general terms and conditions and auction conditions of the respective partner platforms also apply.

7. Retention of title for delivered and sold goods

7.1

The delivered or to be delivered goods (reserved goods) shall remain the property of the Seller until all claims, including all balance claims

from current accounts, to which the Seller is entitled against the Buyer from the respective contractual relationship have been settled.

In the event of the Buyer's conduct in breach of contract, e.g. default in payment, the Seller shall be entitled, after having set a reasonable period of grace, to retain the goods to be delivered or to take back the goods delivered under retention of title. If the seller takes back the reserved goods, this shall constitute a withdrawal from the contract. The seller is entitled to use the reserved goods after taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds of realisation shall be offset against the amounts owed to us by the purchaser.

7.2 The buyer must treat the reserved goods with care and, if necessary, insure them sufficiently at their replacement value at his own expense against fire, water and theft. Maintenance and inspection work that becomes necessary shall be carried out by the buyer at his own expense and in good time. As long as the ownership has not yet been transferred, the buyer must inform the seller immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a successful lawsuit in accordance with § 771 ZPO, the buyer shall be liable for the loss incurred by us.

7.3 The Buyer shall only be entitled to sell and/or use the reserved goods properly in the course of business after he has paid the agreed purchase price in full to the Seller.

7.4 In the event of processing or transformation of the purchased goods by the buyer, the buyer's expectant right to the purchased goods shall continue in the transformed goods. If the purchased item is processed with other items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the objective value of the Seller's purchased item to the other processed items at the time of processing. The same applies in the event of mixing. Insofar as the mixing is carried out in such a way that the Buyer's item is to be regarded as the main item, it shall be deemed agreed that the Buyer shall transfer proportional co-ownership to the Seller and shall keep the sole ownership or co-ownership thus created for the Seller. In order to secure the Seller's claims against the Buyer, the Buyer shall also assign to the Seller such claims against a third party which accrue to him through the combination of the reserved goods with a property; the Seller hereby accepts this assignment already now.

7.5 In the event of default of payment by the buyer and prior setting of a reasonable period of grace, the seller is entitled to withdraw from the contract and to sell the goods to other customers. A refund of the amount paid on account shall be made after deduction of all costs (including lost profit, interest, handling and administrative costs and other costs) incurred in connection with the sale of the retained goods.

8. Liability

8.1 The Seller shall be liable for other damages from tort without limitation for intent and gross negligence.

8.2 Liability for indirect and unforeseeable damages, loss of production and use, loss of profit, lack of savings and financial losses due to third party claims is excluded in the case of simple negligence.

8.3 Any further liability is excluded - regardless of the legal nature of the claim asserted.

8.4 The exclusions and limitations of liability according to paragraph 8.2- 8.4 shall not apply if the Seller can be proven to have deliberately or grossly negligently breached its duty of care in selecting and monitoring third-party companies; if the exclusion of claims for compensation frustrates or endangers the fulfilment of the contract; for foreseeable damage typical of the contract; in the event of a breach of cardinal obligations, after a guarantee for the quality of the product has been given, in the event of fraudulently concealed defects and in the event of injury to life, body or health; for claims under the Product Liability Act.

8.5 All claims against the Seller arising from a contractual breach of duty shall become statute-barred one year after the statutory commencement of the limitation period, unless they are based on intentional conduct. The shortening of the limitation period does not apply to liability for damage to life, body and health. The limitation period in the case of a delivery recourse according to §§ 478, 479 BGB remains unaffected.

8.6 Insofar as liability is excluded or limited pursuant to Para. 8.2- 8.8, this shall also apply to the personal liability of the Seller's employees, workers, representatives, organs and vicarious agents. The seller is not liable for the subcontractors he has engaged. If the subcontractor causes a (personal, material or financial) damage to the buyer and if claims of the seller arise from this damage, the seller assigns these claims to the buyer. The buyer hereby irrevocably accepts the assignment.

8.7 A change in the burden of proof to the disadvantage of the buyer is not associated with the above provision.

9. Obligation to dispose of waste according to the Elektrogenetz (ElektroG)

9.1 In the event that the goods delivered by the Seller are electrical or electronic equipment within the meaning of §§ 2, 3 ElektroG, the Buyer shall assume - unless otherwise agreed - the obligation to properly dispose of the purchased goods after the end of use at its own risk and expense in accordance with the statutory provisions. At the same time, the buyer shall indemnify the seller from all possible obligations arising from the provisions of the ElektroG and any related third party claims.

9.2 Commercial third parties to whom the buyer passes on the goods shall be contractually obliged to dispose of the goods at their own expense in accordance with the statutory provisions after termination of use and/or, in the event of renewed passing on of the goods, to impose a further obligation on the recipient(s). If the customer fails to contractually agree the aforementioned further obligation, he shall take back the delivered goods at his own expense after the end of use and dispose of them properly in accordance with the statutory provisions.

9.3 The Seller's claim to take over the aforementioned obligations and indemnification shall not become statute-barred before the expiry of 24 months after the final termination of the use of the goods. The aforementioned period shall commence at the earliest upon receipt of a written notification of the customer concerning the terms of use, which has been submitted to the seller by a court of law.

10. Place of performance, place of jurisdiction, applicable law

10.1 The place of performance and jurisdiction for deliveries and payments as well as all disputes arising between the Seller and the Buyer from contracts concluded between the parties shall be the Seller's registered office, unless otherwise stated in the contract or order confirmation.

10.2 The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany.

11. Severability clause

11.1 Should individual provisions of these general terms and conditions be invalid in whole or in part, this shall not affect the validity of the remainder of the contract. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills the gap.

11.2 All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract. Oral collateral agreements do not exist and are ineffective.

12. Data protection

For the purpose of processing orders, enquiries and offers made by the Seller, or by third parties commissioned by the Seller on behalf of the Seller, the Seller is entitled to store and process the data electronically. The seller is entitled to pass on data to third parties, in particular to credit institutions and contractual partners that serve the purpose of order processing. The provisions of the Federal Data Protection Act (BDSG) § 4, paragraphs 1. and 2 are observed.