

General Terms and Conditions of Sale and Delivery (Issue 14.07.2026)

§ 1 General

1. Our General Terms and Conditions of Sale and Delivery apply to all deliveries and services in accordance with the contract concluded between us and the Customer.
2. Our General Terms and Conditions of Sale and Delivery are exclusively applicable; Customers' conditions which conflict with or deviate from our conditions are not recognised unless we have agreed to them expressly in writing.
3. Our General Terms and Conditions of Sale and Delivery apply only to transactions with business entities as per Section 14 of the German Civil Code [BGB], as well as legal entities under public law or special funds under public law.

§ 2 Entry into Contract

1. Our offers are without engagement and non-binding, unless otherwise agreed. Decisive for nature and scope is our order confirmation. We reserve the right to make technical changes as well as changes in form, colour and/or weight insofar as is reasonable.
1. For goods that must be made to order, the contract shall be deemed concluded upon our written confirmation, even if further clarifications regarding the execution are still required which may affect the delivery time and price. The price is determined in accordance with Section 315 of the German Civil Code (BGB), whilst safeguarding the customer's legitimate interests. Changes to the design and form during the delivery period shall remain reserved, provided that the delivered item, its function and its appearance are not materially altered as a result. This shall not result in any change to the price.
2. In respect of figures, drawings, calculations and similar documents, we reserve ownership and copyright. This likewise applies to such documents designated as "confidential". These documents may not be made available to third parties without our express prior approval.

§ 3 Prices and Terms of Payment

1. Unless otherwise specified in the order confirmation, our prices apply "ex works", excluding transport and assembly, which shall be invoiced separately. Costs for packaging, with the exception of small and spare parts, are included. The value added tax as required by law is not included in our prices; this tax will be shown separately on the invoice at the legal rate applicable on the date of invoicing.
2. Our invoices shall be due to be paid net (without deduction) within 30 days. The deduction of discounts requires a special agreement in writing.
3. If the price of materials is increased or if taxes and duties are increased following conclusion of the contract, we shall be entitled to adjust the prices to reflect such increases, provided at least 4 months pass between the date of conclusion of the contract and the scheduled delivery date.
4. Should the Customer commission not only delivery but also assembly or similar services, these shall be invoiced by the hour unless a fixed rate has been agreed expressly. Our valid Terms and Conditions of Installation shall apply to all assembly services.
5. We are entitled, even in the case of conflicting Customer conditions, to set off payments against the Customer's previous debts. If costs and interest have already incurred, we are entitled to set off the payment against the costs, then to the interest and finally to the main service.
6. We shall also be entitled to make our remaining claims immediately payable and render the execution of all further services subject to an advance payment or provision of security, in particular in the event of default in payment by the customer. The right to claim further damages shall remain unaffected.
7. During the delay, the Customer cannot invoke the right to possession. Any claim for return on our side during a delay on the Customer's side shall only be considered as withdrawal from the contract if we have specified this expressly in writing.
8. The Customer shall only have the right to offsetting if the Customer's counterclaims have been determined without further legal recourse, beyond dispute or if the counterclaims have been recognised by us. The Customer can only exert a right of retention if and when the counterclaim rests on the same contractual relationship.

§ 4 Place of Fulfilment, Transfer of Risk

1. Unless otherwise specified in the order confirmation, a delivery "ex works" (INCOTERMS 2020) has been agreed. The risk of accidental loss or deterioration of the goods purchased passes to the Customer upon hand-over of the goods to the shipping agent, the freight forwarder or the person or establishment otherwise appointed to execute the shipment. This shall likewise apply in case of partial delivery or if we have taken over other services (e.g. shipping or assembly).
2. Should the Customer be in default of acceptance, the risk of accidental loss or deterioration of the goods purchased shall pass to the Customer. Any storage costs incurred shall comply with § 5 No. 4 of these General Terms and Conditions of Sale and Delivery.
3. If carriage paid delivery of the goods has been agreed, the means of transport must be unloaded immediately by the Customer. Waiting times will always be at the Customer's expense. Direct delivery to site shall always be regarded as on truck on an even, drivable road. Unloading including transportation to the place of use or storage is the responsibility of the Customer who in the event of delay must bear the cost and risk of unloading, stacking, storage or return transport. The recipient acting on behalf of the Customer at the place of unloading shall be regarded as authorised to accept the load with binding effect.

§ 5 Period of Delivery

1. The period of delivery specified by us shall only begin after clarification of all technical questions.
2. Information on delivery dates shall be considered the expected periods of delivery and are always subject to correct and timely delivery by suppliers and/or other manufacturers to us. The Customer may only set a time limit for the supply/performance if the expected delivery date has been exceeded by more than three weeks. This time limit must be reasonable and must amount to a minimum of three weeks. Any claims for damages arising from failure to comply with an estimated delivery date shall be excluded, unless the failure is attributable to wilful misconduct or gross negligence on our part.
3. Delays in supply and performance as a result of force majeure or as a result of events which materially impede or prevent us from making delivery – including in particular subsequent material sourcing difficulties for which we are not responsible, interruption of operations, strikes, lockouts, official directives, etc., even if these affect our suppliers or sub-suppliers – will be notified to the Customer immediately. The same applies if we are unable to perform on time, fulfil or accept obligations to cooperate on time due to a pandemic, in particular the COVID 19 pandemic, and the resulting measures (in particular official directives such as plant closures, border closures, etc., high number of employees falling ill) - despite an agreed performance date. Those events entitle us to postpone our performance, duty to fulfil or accept obligations to cooperate thereof for the duration of the impediment and/or entitle us to withdraw from the contract either in whole or in part if the order is not yet completed. In the event of withdrawal, any compensating measures already performed by the Customer shall be reimbursed immediately. Further claims of the Customer, in particular claims for Damages, are excluded in this case.
4. Should the Customer be in delay of acceptance, we are entitled to store the goods at the Customer's risk and expense. For the corresponding storage costs, we can optionally demand reimbursement of the actually incurred costs or of a fixed rate of 5% of the invoice sum for each commenced month. This also applies to storage by us. The Customer has the right to prove less damage in the event of a claim to flat-rate damage reimbursement.
5. Should, after the time limit set by us has expired, the Customer refuse to accept the goods or declare to no longer want to accept the goods without entitlement to do so, we can also demand damage compensation due to non-fulfilment.
6. Partial deliveries are permissible to a reasonable extent.

§ 6 Reservation of Title

1. We reserve ownership of the goods until complete payment of all claims from the ongoing business relationship with the customer. Should the value of the reserved goods exceed the claims to be secured from the ongoing business relationship with the Customer by more than 20%, we are obligated to release the reserved goods on Customer request. The selection of the securities to be released shall be at our discretion.
2. During the period of retention of title, the customer shall be under an obligation to treat the goods purchased with care and sufficiently insure them against fire and water damage as well as theft at their replacement value and at the customer's expense. Any claims for compensation by the customer against the insurer or other third parties due to deterioration of the reserved goods shall hereby be assigned to us to the amount of the invoice value.
3. If maintenance and inspection work is required, the customer shall perform said work regularly at the customer's own expense. The customer shall inform us in writing without undue delay (Section 126b BGB) of the party to whom it has resold any goods that are our property or co-owned by us, and of the claims arising from such resale to which it is entitled. The customer shall, at its own expense, issue to us publicly certified documents confirming the assignment of such claims. Furthermore, the customer shall inform us immediately in writing of any access by third parties to the goods, in particular of enforcement measures and any damage to or destruction of the goods. The customer shall inform us immediately of a change of address. The customer shall compensate us for all damages and costs caused by a violation of this obligation and any intervention measures required as a result to prevent access of third parties to the goods. This shall not apply should the remedial measures fail for reasons unrelated to a breach of this obligation by the customer. In the event of access by third parties, the customer shall also provide us with the assistance necessary to exercise our rights.
4. Processing or transformation of goods supplied subject to the reservation of title is always undertaken by the Customer on our behalf. Should the reserved goods be combined or processed with other items, the reservation of title shall continue for the processed or combined goods. If the reserved goods are processed or combined inextricably with items which are not our property, we shall acquire ownership of the new object in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used at the time of processing or combination. The resulting co-ownership rights shall be deemed to be reserved goods in accordance with these terms and conditions. If our goods are joined or combined inextricably with other movable items into a single object and the other object is to be considered the main object, the Customer shall concede proportionate joint ownership to us should the main object belong to the Customer. In the aforementioned cases, the Customer here and now assigns all ownership rights to the processed, joined, or combined goods to us. Instead of a transfer, the Customer shall hold the processed, joined, or combined object in safe custody on our behalf. For the object resulting from processing, use, or combination, the same applies in all other respects as for reserved goods.
5. The Customer is entitled to resell goods supplied subject to reservation of title by way of due and proper business transactions. The Customer here and now assigns all claims with all rights arising from the resale of the reserved goods to us in full. We accept this assignment. Should the Customer sell the reserved

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goods – after processing/combination – together with goods not belonging to the Customer, the Customer here and now assigns to us the claims resulting from resale at the value at new of the reserved goods along with all ancillary rights. We accept this assignment right now. The Customer is entitled to collect this claim even after assignment. However, we reserve the right to collect the claim ourselves as soon as the Customer fails to properly meet payment obligations and enters into default, or reasonable doubt about the Customer's solvency and credit standing exists. On our request, the amount of the assigned claim, the person of the debtor and all other information required for collection must be provided, the corresponding documents be handed over and the debtor be notified of the assignment.

6. The right to further processing and resale ends with withdrawal from the contract.
7. During the Customer's standard business hours, we are at all times entitled to enter the offices and operating premises to check the reserved goods.

8. Defect Claims

1. The Customer shall be entitled to claims for defect only if the Customer's duties to inspect and report pursuant to Section 377 of the German Commercial Code [HGB] have been duly complied with. In the event that complaints are not reported in due time and/or in due form, the goods shall be regarded as accepted.
2. For the delivery of objects, we are free to decide to affect supplementary performance either by repair or replacement. If supplementary performance fails, the Customer can at his choice demand a reduction, withdrawal or compensation. In the event of only minor defects the Customer has no right to withdrawal.
3. As a matter of principle, the nature of the goods purchased shall be defined solely by our order confirmation. Public statements, recommendations or advertisements by us or third parties do not constitute contractual statements as to the nature of the goods.
4. The period of limitation for defect claims is based on Section 438 of the German Civil Code [BGB] as long as no deviating time limits have been expressly agreed.
5. The Customer is not entitled to assign claims for material defects.

9. Liability

Any claims for damages asserted by the customer, regardless of the legal basis, shall be excluded unless they arise from one of the following grounds of liability:

- a culpable breach of material contractual obligations, meaning obligations whose fulfilment is necessary for the proper performance of the contract and on the fulfilment of which the customer relies and may reasonably rely ("cardinal obligations"). Such liability is – except in cases of wilful misconduct or gross negligence, or in the event of injury to life, limb or health – limited to the typical types of damage that were foreseeable at the time the contract was concluded;
- gross negligence, wilful misconduct, fraudulent concealment of a defect or the giving of a guarantee;
- injury to life, limb or health;
- the German Product Liability Act.

10. Data protection

1. The customer's personal data, in particular the contact details required to process the order – including the email address, especially that of our company's contact person – is collected, processed and used in accordance with the General Data Protection Regulation and the Federal Data Protection Act, provided the customer supplies this information to us. For the purposes of a credit check, we may use information (including, for example, a credit score) provided by external service providers to assist with our decision-making, and may base the payment method on this information. This information also includes details of your address. This is done for the purpose of contract performance, Article 6(1)(b) of the GDPR. Details can be found in our privacy policy (www.hoermann.de/datenschutz/erklaerung/) This also includes processing within IT systems.
2. El cliente se compromete a cumplir con las disposiciones del Reglamento General de Protección de Datos y el correspondiente texto complementario nacional (para Alemania, por ejemplo, la Ley federal de protección de datos) en su forma actual. El cliente debe cumplir con todas las obligaciones de información de protección de datos. En caso de que se produzca un incidente de protección de datos, el cliente debe informarnos de inmediato y facilitar toda la información necesaria para la documentación y, en caso necesario, la notificación del incidente de protección de datos por correo electrónico a datenschutz@hoermann.de.
3. With regard to responsibility for the processing of personal data, Articles 24 et seq. of the GDPR shall apply. In the case of joint responsibility, the supplier shall fulfil the data protection obligations, in particular those relating to the exercise of data subjects' rights and the information obligations pursuant to Articles 13 and 14 GDPR.

11. Concluding Provisions

1. The law of the Federal Republic of Germany shall apply. The UN Convention on the International Sale of Goods (CISG) shall not be applicable.
2. To take legal effect, subsidiary agreements and amendments must be confirmed in writing. This likewise applies to any modification of the clause stipulating the written form.
3. The exclusive place of jurisdiction for all disputes arising from this contract shall be Bielefeld, Germany.
4. Insofar as individual terms of the contract including these General Terms and Conditions should be or become ineffective either in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by agreement of a clause that comes as close as possible to the intended purpose without being invalid. This also applies to any contractual gap.