

General Terms and Conditions of Sale, Delivery and Payment of Schnetz Holding KG

As of: February 2026

§ 1 General Scope of Application

1. Our terms and conditions of sale, delivery and payment (hereinafter referred to as the Terms of Sale) apply exclusively; We do not recognize any terms and conditions of the customer that are contrary to or deviate from our terms and conditions of sale, unless we have expressly agreed to their validity in writing. Our terms and conditions of sale also apply if we carry out the delivery to the customer without reservation in knowledge of the customer's terms and conditions that conflict with or deviate from our terms and conditions of sale.
2. All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.
3. Our terms and conditions of sale only apply to entrepreneurs within the meaning of § 310 para. 1 BGB.
4. Our terms and conditions of sale also apply to all future transactions with the customer.

§ 2 Offer – Offer Documents

1. Our offers and cost estimates are subject to change, unless we expressly designate them as binding in text form.
2. Contracts are concluded by our confirmation in text form or by order execution.
3. In the case of custom-made products, the buyer's technical drawing confirmed by us is the contractual document.
4. We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents as well as samples. This also applies to such written documents that are designated as "confidential". Before they are passed on to third parties, the customer requires our express written consent.

§ 3 Prices – Terms of Payment

1. If, after conclusion of the contract, doubts arise as to the solvency or willingness to pay of the buyer, we may refuse to perform until payment is made or security for payment is guaranteed.
2. Unless otherwise stated in the order confirmation, our prices are "ex works", excluding packaging; this will be invoiced separately.
3. If the cost factors relevant to pricing change significantly after the conclusion of the contract but before delivery, in particular due to changes in material prices, wage and ancillary wage costs, energy or transport costs, we are entitled to adjust the prices accordingly.
4. If a price increase exceeds 10% of the agreed net price, the customer is entitled to withdraw from the contract, provided that the price increase is not caused by subsequent changes in the scope of services.
5. VAT is not included in our prices; it shall be shown separately in the invoice at the statutory rate on the day of invoicing. Unless otherwise agreed, the prices are based on the price list valid at the time of the order.
6. The deduction of cash discount requires a special written agreement.
7. Unless otherwise stated in the order confirmation, the purchase price is due for payment net (without deduction) within 30 days from the date of invoice. The legal rules regarding the consequences of late payment apply.

8. If, after conclusion of the contract, the goods are charged with increased or additional duties or ancillary costs separately stated in the contract, we are entitled to charge the buyer accordingly. The same applies to changes in shipping costs, unless they are to be borne by us on the basis of special agreements.
9. The customer is only entitled to rights of set-off if his counterclaims have been legally established, undisputed or acknowledged by us. Only under the conditions mentioned is the customer entitled to a right of retention.

§ 4 Delay in delivery – impossibility

1. The start of the delivery time specified by us requires the clarification of all technical questions.
2. Compliance with our delivery obligation also requires the timely and proper fulfilment of the customer's obligation. The objection of non-performance of the contract is reserved.
3. We are entitled to partial deliveries within the scope of what is reasonable for the customer.
4. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage we incur in this respect, including any additional expenses. Further claims are reserved.
5. If the requirements of paragraph (5) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the time when the customer is in default of acceptance or debtor.
6. If we are in default of delivery or our obligation to perform is excluded according to § 275 (1) BGB or if we can refuse performance according to § 275 (2) or (3) BGB, we are liable in accordance with § 8 of these Terms and Conditions of Sale.
7. In cases of simple negligence that do not concern the breach of a material contractual obligation (cardinal obligation), our liability for default is limited to a liquidated damages in the amount of 0.5% of the value of that part of the delivery that cannot be used or cannot be used in accordance with the contract as a result of the delay, per completed week of delay, but not more than 5% in total.
8. In the event of a breach of essential contractual obligations, liability is limited to the foreseeable, typically occurring damage, even in the case of simple negligence; a blanket limitation of liability does not apply in this case.
9. The limitations of liability referred to in paragraph (7) shall not apply to fixed transactions within the meaning of Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB).

§ 5 Obligation to deliver- Reservation of self-supply- Force majeure

1. Without a binding purchase obligation on the part of the customer, we do not enter into any delivery obligation- unless otherwise agreed in individual cases. The supply of the customer- even over a longer period of time- does not establish an obligation to deliver for the future without an express agreement. In particular, the unobjected acceptance of a delivery preview or comparable documents from the customer does not constitute a corresponding delivery obligation on our part.
2. If, in individual cases, we have assumed an unlimited delivery obligation without specifying a total delivery quantity (permanent delivery contract), we are entitled to an ordinary right of termination subject to a notice period of three months. Conversely, the customer is also entitled to this right of termination if he enters into an unlimited purchase obligation without specifying a total delivery quantity.
3. Correct and timely self-delivery is reserved.

4. In the event of force majeure and other impediments to performance that are not foreseeable and through no fault of our own- which also include labor disputes, shortage of raw materials, operational disruptions, transport obstacles, official measures - in each case also at our upstream suppliers- we are entitled to postpone the delivery by the duration of the impediment to performance. We will inform the customer immediately about the unavailability or untimely availability of the delivery item and, in the event of withdrawal, refund the customer's consideration immediately.

§ 6 Transfer of Risk

1. Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.
2. The risk of accidental loss or accidental deterioration also passes to the customer upon dispatch if we have assumed the shipping costs or other additional services or if a partial delivery is made.
3. If the customer wishes, we will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

§ 7 Claims for defects

1. Claims for defects by the customer require that the customer has duly complied with his duties to inspect and complain in accordance with § 377 of the German Commercial Code (HGB).
2. Obvious defects must be reported to us in text form within seven calendar days of receipt of goods at the latest. Hidden defects must be reported in text form immediately after discovery.
3. In the event of a material defect, we are entitled, at our discretion, to subsequent performance by remedying the defect or delivering a defect-free item.
4. If the subsequent performance fails or is unreasonably delayed, the customer is entitled to the statutory rights of defects. Claims for damages exist only in accordance with § 8 of these Terms and Conditions of Sale.
5. Defects in a part of the delivery do not entitle the claimant to complain about the entire delivery, unless there is no legitimate interest in the partial delivery.
6. The limitation period for claims for defects is based on § 9 of these Terms and Conditions of Sale.

§ 8 Liability

1. We are liable for damages exclusively in accordance with the following regulations:
 - We are liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives / vicarious agents. Insofar as we are not charged with an intentional or grossly negligent breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.
 - We are liable in accordance with the statutory provisions if we culpably violate a material contractual obligation; in this case, however, liability for damages is limited to the foreseeable, typically occurring damage.
2. Insofar as the customer is entitled to compensation for the damage instead of the service, our liability is also limited to compensation for the foreseeable, typically occurring damage within the scope of paragraph (3).
3. Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act and liability under a warranty.
4. The above limitations of liability also apply to the extent that the customer demands reimbursement of useless expenses instead of a claim for compensation for damages.

5. Insofar as liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, employees, employees, representatives and vicarious agents.

§ 9 Limitation period

1. The limitation period for claims for defects is 12 months from the statutory start of the limitation period.
2. For the limitation period of other claims of the customer that are not subject to the limitation period for defect claims, an exclusion period of 18 months applies. It begins with knowledge of the damage and the person of the person who caused the damage.
3. The above provisions shall not affect the statutory limitation periods in the following cases:
 - in the event of a delivery recourse pursuant to §§ 478, 479 BGB;
 - for the persons referred to in §§ 438.1 no. 2; 634a para. 1 no. 2 BGB;
 - for damage resulting from injury to life, limb or health;
 - for cases of intent or malice or gross negligence by us, our legal representatives or vicarious agents;
 - for the right of the customer to withdraw from the contract in the event of a breach of duty for which we are responsible and does not consist of a defect in the purchased item or the goods
 - for claims under a warranty.

§ 10 Protection of retention of title

1. We reserve title to the delivered goods until receipt of all payments from the business relationship with the customer. In the event of breach of contract by the customer, in particular in the event of default of payment, we are entitled to take back the purchased item. The withdrawal of the purchased item by us constitutes a withdrawal from the contract. After taking back the purchased item, we are entitled to recycle it, the proceeds of the sale are to be offset against the liabilities of the customer- less reasonable disposal costs.
2. The customer is obliged to treat the purchased item with care; in particular, he is obliged to insure them at his own expense against fire, water and theft damage sufficiently at replacement value. If maintenance and inspection work is necessary, the customer must carry them out in good time at his own expense.
3. In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can file a lawsuit in accordance with Section 771 of the Code of Civil Procedure. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the Code of Civil Procedure, the customer shall be liable for the loss incurred by us.
4. The customer is entitled to resell the purchased item in the ordinary course of business; however, he already assigns to us all claims that arise from the resale against his customers or third parties, regardless of whether the purchased item has been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payment has been suspended. However, if this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment.

5. The processing or transformation of the purchased item by the customer is always carried out for us. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item. Incidentally, the same applies to the item resulting from processing as to the purchased item delivered under reservation.
6. Partial waiver in rem: If a claim has been assigned to us in accordance with paragraph 4 that can be claimed by a third-party supplier of the Purchaser on the basis of an extended retention of title, the assignment to us shall initially be limited to the part of the claim that exceeds the part to which the third-party supplier is entitled in relation to the value of its delivery to the other processed items at the time of processing. The remaining part of the claim is only transferred to us when it is no longer covered by the extended retention of title of the third-party supplier. In the same way, the acquisition of ownership by us in the case of processing pursuant to subsection 5 shall also be limited to the corresponding co-ownership share if a third-party supplier can also claim a co-ownership share in the new item due to an extended retention of title.
7. If the purchased item is inseparably 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 purchased item (final invoice amount, including VAT) to the other mixed items at the time of the mixing. If the mixing takes place in such a way that
8. that the customer's property is to be regarded as the main thing, it is considered agreed that the customer transfers co-ownership to us on a pro rata basis. The customer keeps the resulting sole ownership or co-ownership for us.
9. The customer also assigns to us the claims to secure our claims against him that arise from the connection of the purchased item with a property against a third party.
10. We undertake to release the collateral to which we are entitled at the request of the customer to the extent that the realizable value of our collateral exceeds the receivables to be secured by more than 10%; the selection of the securities to be released is up to us.

§ 11 Secrecy

1. Drawings and sketches given by us may not be made available to others without our permission.

§ 12 Intellectual Property

1. All names, trademarks, patents and inventions relating to the goods, regardless of whether registered or not, are exclusive rights of us as the seller or the producer of the goods.
2. The obligation to store tools used for the manufacture of merchandise expires no later than two years after delivery to the buyer.
3. Drawings and other documents may not be made available to third parties and must be returned immediately at our request or if the order is not placed with us.

§ 13 Place of jurisdiction – place of performance

1. If the customer is a merchant, our registered office in Munich is the place of jurisdiction; however, we are also entitled to sue the customer in his court of residence.
2. The law of the Federal Republic of Germany applies; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
3. Unless otherwise stated in the order confirmation, the place of performance is our registered office in Munich.

§ 14 Final provisions

1. Should any of the above conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions are to be replaced by provisions that come as close as possible to the economic purpose of the contract while safeguarding the interests of both parties.
2. All of our previous terms and conditions of sale and delivery are hereby suspended.

Data protection

We process the customer's personal data exclusively in accordance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

The processing is carried out for the establishment, implementation and processing of the contractual relationship as well as for the fulfilment of legal obligations.

Further information on data processing and the rights of data subjects can be found in our Privacy Policy, which is available on our website or on request.

Company details

Commercial Register: Amtsgericht München, HRA 121291

VAT ID No.: DE 458257869

VAT No.: 143/209/69116

Management: Mrs. MSc. Eng. Marie-Louise Schnetz
Mr. Dipl.-Ing. Theo Guignard
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