

# Terms and Conditions of Sale and Delivery

## 1. Scope of Application

- 1.1 Our offers, sales and deliveries are made exclusively on the basis of these Terms and Conditions of Sale and Delivery.  
Purchasing conditions of the Customer or other deviating agreements shall only apply if expressly confirmed by us in writing as an addition to these Terms and Conditions.
- 1.2 Any references or counter-confirmations by the Customer referring to its own purchasing conditions are hereby expressly rejected.
- 1.3 These Terms and Conditions apply only to businesses within the meaning of Section 310 (1) of the German Civil Code (BGB).

## 2. Offers and Conclusion of Contract

- 2.1 Our offers are subject to change and non-binding until accepted by the Customer and may be revoked by us at any time prior to receipt of the written order confirmation or delivery of the delivery item.
- 2.2 Orders placed by the Customer shall only become legally binding upon our written order confirmation or delivery of the goods.  
The Customer shall be bound to its order for a period of 14 days from receipt of the order by us.  
Within this period, we are entitled to reject the conclusion of the contract.  
If no rejection is issued during this period or the goods are delivered prior to expiry of this period, the contract shall also be deemed concluded without written order confirmation.
- 2.3 All information contained in catalogs, brochures, circulars, advertisements, illustrations and price lists regarding weights, dimensions, capacities, prices, services or similar are non-binding unless expressly agreed as part of the contract.  
Compliance with DIN standards, drawings, dimensions, weight specifications and plans shall only be binding if expressly agreed in writing.  
Otherwise, the contractual characteristics of our products shall be exclusively governed by our product description.  
Unilateral expectations expressed by the Customer as well as advertising statements or public statements made by us or our suppliers shall not be binding.

## 3. Scope of Deliveries

- 3.1 The scope of delivery shall be governed by the information contained in our order confirmation or, if no order confirmation exists, by our offer.
- 3.2 The Customer shall bear full responsibility for the accuracy of any documents, drawings, gauges, samples or similar items provided. All dimensional specifications require written confirmation.
- 3.3 Samples shall be supplied for inspection upon request.
- 3.4 The Customer shall be liable for damages to our products up to the purchase price of the respective component.
- 3.5 We reserve the right to make changes due to technical progress.

## 4. Prices

- 4.1 Prices are ex works plus statutory value-added tax applicable in the Federal Republic of Germany.  
Additional costs for packaging, transport, insurance, customs duties, etc. shall be invoiced separately.  
This shall also apply to partial deliveries and express shipments.
- 4.2 The prices stated in our offer/order confirmation are based on the cost calculations valid at the time of quotation/order confirmation.  
If raw material prices increase by at least 10% after conclusion of the contract, we shall be entitled to adjust the agreed prices accordingly. The Customer shall be informed thereof.
- 4.3 The minimum order value is EUR 100.

## 5. Delivery Time, Delay, Impossibility, Call-Off Orders, Liquidated Damages

- 5.1 The delivery time shall be the date specified in our order confirmation.  
If documents or items to be provided by the Customer are not supplied in due time, the delivery time shall be extended accordingly.
- 5.2 The delivery time shall be deemed met if the delivery item has left our factory or we have notified the Customer of readiness for dispatch prior to expiry of the delivery period.
- 5.3 If the Customer suffers damage due to a delay caused by gross negligence on our part or on the part of our legal representatives or agents, the Customer shall receive liquidated damages of 0.5% per full week of delay, up to a maximum of 5% of the value of the delayed portion of the total delivery. Further claims are excluded.  
The right to prove a lesser damage is reserved. Clause 10 shall otherwise apply.

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- 5.4 If acceptance, delivery or commissioning of the delivery items is delayed for reasons for which the Customer is responsible, in particular due to lack of cooperation, failure to provide samples, materials, documents or acceptance dates in due time, the delivery shall be deemed ready for acceptance and dispatch. In this case, we shall be entitled to issue the contractually agreed partial or final invoices in accordance with the achieved performance status. The invoices shall be due for payment in accordance with the agreed payment terms, regardless of the actual date of acceptance or delivery.
- 6. Force Majeure / Self-Supply Reservation**
- 6.1 If we are prevented from fulfilling our obligations due to unforeseeable events beyond our control, including operational disruptions, governmental measures, delays in raw material supply or energy shortages, the delivery period shall be extended accordingly. If performance becomes impossible, we shall be released from our delivery obligation.
- 6.2 In cases of strikes or lockouts, the delivery period shall be extended accordingly. If delivery becomes impossible, we shall be released from our obligation.
- 6.3 If we are not supplied in due time by our suppliers despite careful selection, the delivery period shall be extended accordingly. If supply becomes impossible, we shall be entitled to withdraw from the contract.
- 6.4 If such hindrance lasts longer than two months, both parties may withdraw from the contract regarding the unfulfilled portion.
- 7. Payment**
- 7.1 As long as the Customer is not in default with payments from previous deliveries and as long as no significant deterioration occurs in the Customer's financial circumstances which could jeopardize our claim for payment, the Customer shall be entitled to make payment within 14 days from the respective invoice date. Payment shall be made net without any deductions.
- 7.2 In the event of outstanding invoices of the Customer, payments shall always be credited against the oldest due claim.
- 7.3 If the Customer is in default, we shall be entitled to charge interest from the relevant point in time at the interest rate charged by commercial banks for overdraft facilities, but at least at a rate of 4% above the respective base interest rate of the German Federal Bank. Lower interest shall apply if the Customer proves a lower burden.
- 7.4 If the Customer is in default with payments from previous deliveries or if a significant deterioration in the Customer's financial circumstances occurs after conclusion of the contract which jeopardizes our claim for consideration, payment shall be made concurrently with delivery of the delivery items. The Customer may avert concurrent delivery by providing security in the amount of the purchase price.
- 7.5 The Customer shall not be entitled to set off claims against us unless such claims are undisputed or have been legally established.
- 8. Retention of Title**
- 8.1 The delivered goods shall remain our property until full payment of the purchase price.
- 8.2 The Customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business; however, pledging or transfer by way of security shall only be permitted with our consent.
- 8.3 The Customer hereby assigns to us all claims arising from the resale of the goods subject to retention of title; we hereby accept such assignment. Notwithstanding the assignment and our right to collect, the Customer shall remain entitled to collect the claims as long as it duly meets its obligations towards us and does not fall into financial collapse.
- 8.4 At our request, the Customer shall provide us with all information required for collection of the assigned claims, in particular a list of debtors stating names and addresses, the amount of the claim and the invoice date, and shall notify the debtors of the assignment.
- 8.5 Any processing or transformation of the goods subject to retention of title shall be carried out on our behalf without any obligations arising for us. If the goods subject to retention of title are processed, combined or mixed with other goods not belonging to us, we shall acquire co-ownership in the new item in proportion to the invoiced value of the retained goods to the value of the other processed goods at the time of processing, combination or mixing. If the Customer acquires sole ownership of the new item, the parties agree that the Customer shall grant us co-ownership in proportion to the invoiced value of the processed, combined or mixed goods subject to retention of title and shall hold such co-ownership in safekeeping for us free of charge.
- 8.6 If the goods subject to retention of title are resold together with other goods, regardless of whether with or without processing, combination or mixing, the advance assignment agreed above shall apply only up to the invoiced value of the goods subject to retention of title that are resold together with the other goods.

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- 8.7 The Customer shall immediately notify us of any compulsory enforcement measures taken by third parties against the goods subject to retention of title or against the assigned claims, providing all documents required for intervention.
- 8.8 The authorization of the Customer to dispose of the goods subject to retention of title and to collect the assigned claims shall expire in the event of default in payment, protest of bills of exchange or cheques, or financial collapse of the Customer – in particular in the event of filing for composition or insolvency proceedings. In such cases, we shall in particular be entitled to take possession of the goods subject to retention of title, and the Customer shall be obliged to surrender such goods to us without the need for us to declare withdrawal from the contract. The Customer shall also be obliged to surrender the goods subject to retention of title if they have been combined with other movable items and dismantling is required for surrender.
- 8.9 We undertake to release the securities to which we are entitled under the above provisions at our discretion upon request of the Customer, insofar as their value exceeds our claims by 10% or more.

### 9. Complaints and Rights in Case of Defects

- 9.1 The Customer shall be obliged to inspect the delivered goods immediately upon receipt for defects. This inspection shall include appropriate spot checks.
- 9.2 Complaints regarding incomplete or incorrect deliveries or defects identifiable pursuant to Clause 9.1 shall be reported to us immediately in writing and the defective parts shall be returned to us upon request. Hidden defects which cannot be identified even by spot checks shall be reported immediately upon discovery. If complaints or defect notifications are not made in due time, the delivery shall be deemed approved, excluding any claims for incomplete, incorrect or defective delivery.
- 9.3 The obligation to inspect and give notice of defects shall also apply to assembly instructions and the delivery of excessive or insufficient quantities.
- 9.4 If the delivered goods are defective, lack guaranteed characteristics or become defective within the limitation period for defect claims of 12 months from the date of delivery (excluding wear parts), we shall, at our discretion and to the exclusion of further rights of the Customer, either provide replacement delivery or remedy the defect.
- 9.5 If an appropriate grace period set by the Customer expires without replacement delivery or remedy of the defect, or if remedy fails, the Customer shall be entitled, at its discretion, to withdraw from the contract or reduce the purchase price.
- 9.6 We shall bear the costs for the delivery of a defect-free item in full. Such costs shall apply insofar as delivery of the defect-free item is made to the place of business agreed in the delivery contract. Any additional costs arising from delivery to a different location shall be borne by the Customer.
- 9.7 No defect claims of the Customer shall exist in the following cases:
- damage caused by improper handling or excessive use by the Customer or its customers;
  - non-compliance with statutory or instructions issued by us for installation and handling, unless the defect is not attributable thereto;
  - if the delivery item was manufactured according to specifications provided by the Customer, in particular drawings supplied by the Customer, and the defect is attributable to such specifications/drawings;
  - if a construction task specified by the Customer was solved in accordance with the state of the art at the time of implementation.
- 9.8 If the Customer has asserted defect claims against us and it is determined that either no defect exists or the asserted defect is based on circumstances for which we are not liable under warranty, the Customer shall reimburse us for all costs incurred as a result.

### 10. Other Liability

The liability of the Seller shall be governed exclusively by the agreements set out in the preceding clauses. All rights not expressly granted therein, such as delivery of a defect-free item, withdrawal from the contract or price reduction, as well as claims for damages of any kind, including damages not occurring to the delivery item itself and regardless of the legal basis, are excluded.

This exclusion of liability shall not apply in cases of intent or gross negligence by legal representatives or vicarious agents, or in cases of culpable breach of essential contractual obligations (cardinal obligations). Furthermore, the exclusion of liability shall not apply in cases of defects of characteristics that have been expressly warranted, if the warranty was intended to protect the Customer against damages not occurring to the delivery item itself, or if the damage is based on circumstances for which we have assumed a guarantee. The same shall apply if a procurement risk expressly assumed by us materializes. Finally, the exclusion of liability shall not apply in cases where liability cannot be excluded under the applicable national law, in particular under product liability law. The exclusion of liability shall also not apply to damages to life, body or health. Except in cases of damages to life, body or health and intent or gross negligence by legal representatives or vicarious agents, the scope of compensation shall be limited to typical, foreseeable damages.

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### **11. Infringement of Copyrights and Industrial Property Rights of Third Parties**

11.1 The Customer shall be responsible for verifying that the documents provided by the Customer do not infringe third-party rights, in particular copyrights and industrial property rights (designs, patents, utility models, trademarks). If we are claimed against by third parties due to the use, exploitation or reproduction of documents and templates provided by the Customer for infringement of copyrights and/or industrial property rights or for violation of unfair competition law, the Customer shall support us in defending against such claims and shall compensate us for all damages incurred (including legal and court costs).

### **12. Transfer of Risk**

12.1 If the goods are dispatched to the Customer at the Customer's request, the risk of accidental loss or accidental deterioration of the delivery items shall pass to the Customer upon handover to the forwarding agent, carrier or shipping agent. This shall also apply if shipment is not made from the place of performance and/or if we bear the freight costs.

12.2 If the goods are ready for dispatch and shipment is delayed for reasons attributable to the Customer, the risk shall pass to the Customer upon receipt of the notice of readiness for dispatch.

### **13. Place of Performance, Governing Law, Jurisdiction, Written Form and Severability**

13.1 The place of performance for payment and delivery shall be 71546 Aspach.

13.2 These Terms and Conditions of Sale and Delivery and all legal relations arising from the contract shall be governed by the laws of the Federal Republic of Germany.

13.3 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Backnang or the Regional Court of Stuttgart. If we act as plaintiff, we shall also be entitled, but not obliged, to bring action before the court having jurisdiction over the Customer's registered office.

13.4 Ancillary agreements, reservations, amendments and supplements shall only be valid if confirmed by us in writing.

13.5 Should any provision of these Terms and Conditions of Sale and Delivery or any provision within the framework of other agreements relating to the delivery contract be or become invalid, the validity of all other provisions or agreements shall remain unaffected.

### **Translation Disclaimer**

This English version is a translation of the original German version. In the event of discrepancies, translation errors, ambiguities or differing interpretations, the German original version shall prevail and be legally binding.

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