

# General Terms and Conditions (GTC)

## 1. General

1.1 The following General Terms and Conditions shall apply to all offers and acceptance of orders as well as to all deliveries and other services by suki.international GmbH (hereinafter also referred to as "Seller"). They are an integral part of all contracts concluded by the Seller with its contractual partners (hereinafter also referred to as "Buyer") for the deliveries or services offered by the Seller. They shall also apply to all future deliveries, services or offers to the Buyer, even if they are not separately agreed again, in their most current version. These Terms and Conditions shall only apply if the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

1.2 These terms and conditions shall apply exclusively. Any terms and conditions other than the present ones, in particular conflicting or deviating general terms and conditions of business and purchase of the Buyer, shall be objected to and shall not apply, even if they are not expressly rejected in any other form.

1.3 Oral agreements and assurances as well as amendments and supplements must put be in writing to be effective. Any deviation from this requirement shall only be possible if expressly approved by the Seller's managing director. The written form requirement shall be satisfied by a letter of confirmation as well as the written acceptance of the Seller.

## 2. Prices and shipping

2.1 The prices shall apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be charged separately. Final prices of the Seller shall be net, in the case of loose packaging and in the case of raw goods excluding sales packaging, in the case of merchandise including sales packaging developed by the Seller, plus statutory value added tax at the respective statutory rate.

2.2 The mail order purchase is possible from the minimum order values listed in Table 1 per individual order and depending on the place of delivery. The Seller shall charge a flat shipping and handling fee per individual order, which shall be waived upon reaching a threshold value per individual order as shown in Table 1 below. The possibility of delivery outside Europe and the relevant conditions are to be agreed individually.

Place of delivery	Minimum order value from	Shipping and handling fee	Free shipping from
Federal Republic of Germany	125 €	12,50 €	250 €
EU (except islands)	250 €	25 €	500 €
Rest of Europe	500 €	50 €	1.500 €

(Table 1)

2.3 Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. If, after the conclusion of the contract, freight costs, insurance costs or public charges and duties (e.g., customs duties, import and export fees) are newly introduced or increased, the Seller shall be entitled - even in the case of freight-free or duty-paid delivery - to add such additional charges to the agreed price.

## 3. Terms of payment

3.1 Our invoices are to be paid within 14 days after receipt of the invoice or the delivery without deduction.

3.2 The Buyer shall be in default of payment 14 days after the due date of payment, even without a reminder from the Seller. Interest on the due date and interest on arrears shall be charged at the statutory rate.

3.3 We expressly reserve the right to claim further damage caused by delay.

3.4 Payments can only be made with debt-discharging effect to the Seller or to persons provided with a written power of attorney to collect from the Seller. The date of payment shall be the date on which the money is received by the Seller or the person authorized to collect or the date on which the money is credited to the account of the Seller or the account of the person authorized to collect.

3.5 If the Buyer fails to meet a due payment and if the Seller has granted the Buyer a grace period required under the conditions of § 323 BGB (German Civil Code), the Seller shall be entitled, irrespective of any other payment terms, to declare its claim immediately due and payable and to demand immediate payment of all outstanding claims, as well as to rescind existing contracts, including contracts not affected by default.

3.6 Payment by check or bill of exchange shall be excluded unless agreed separately in individual cases.

3.7 All payments shall in principle be credited against the oldest debt, irrespective of any provisions of the Purchaser to the contrary.

3.8 Partial services and partial deliveries may be invoiced separately.

#### **4. Offers, delivery terms and delivery reservation**

4.1 The Seller's offers are binding, but subject to change with regard to prices, delivery options and delivery times. These are only binding with the written order confirmation of the seller.

4.2 The delivery of the goods is subject to correct and timely self-delivery. The Seller shall inform the Buyer without undue delay of the non-availability of the subject of performance and shall immediately refund any consideration paid by the Buyer. A case of non-availability of the object of performance shall be deemed to be in particular the non-timely self-delivery by the Seller's supplier if the Seller has concluded a congruent covering transaction, neither the Seller nor its supplier is at fault or the Seller is not obliged to procure in the individual case.

#### **5. Duty to examine**

Any claims for defects on the part of the purchaser presuppose that he has fulfilled his statutory obligations to examine the goods and give notice of defects (§ 377 HGB). The purchaser is obliged to examine the delivered goods and to notify any defects in writing without delay, at the latest 8 days after receipt of the goods. Decisive for the timely notification is the receipt of the complaint by the Seller. A written complaint made after the expiry of the 8 days and received in writing shall be deemed to be late. Hidden defects which could not be detected despite inspection shall be notified immediately after discovery. After the expiry of these notification periods, the delivered goods shall be deemed to have been approved in respect of a defect and the Buyer may no longer derive any rights from the alleged defects.

#### **6. Supplementary performance**

6.1 No warranty is assumed for damage due to the following reasons: Unsuitable or improper use, faulty assembly by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, defective construction work, unsuitable foundation soil, substitute materials, chemical, electrochemical or electrical influences, improper modification or repair work carried out by the Purchaser or third parties without prior approval by the Seller.

6.2 Insofar as there is a defect in the purchased item and the Buyer has fulfilled its obligation under Section 5 of these Terms and Conditions, the Buyer shall be entitled, at its option, to remedy the defect or to deliver an item free of defects (subsequent performance). If the type of supplementary performance chosen by the Buyer is disproportionate, the Seller shall be entitled to refuse this type of supplementary performance without prejudice to its rights under Section 275 (2) and (3) of the German Civil Code (BGB). In this case, the Buyer's claim shall be limited to the other type of supplementary performance; the Seller's right to refuse this type of supplementary performance as well under the conditions of the preceding sentence shall remain unaffected. If the Buyer does not declare which of the two rights he chooses, the Seller may set a reasonable deadline for this. If the Buyer does not make the choice within the deadline, the right of choice shall pass to the Seller upon expiry of the deadline.

6.3 Furthermore, subsequent performance may be refused as long as the Buyer does not fulfill its payment obligation towards the Seller to an extent corresponding to the defect-free part of the services rendered. This shall not apply if the defective performance is of no value to the Buyer.

6.4 The Buyer shall give the Seller the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective goods to the Seller in accordance with the statutory provisions.

6.5 If the supplementary performance fails, the Buyer shall have the option either to reduce the purchase price accordingly or to withdraw from the contract in accordance with the statutory provisions, setting a grace period. In the case of an insignificant defect, however, there shall be no right of withdrawal. Failure shall only be deemed to have occurred after the second unsuccessful attempt at subsequent performance, unless the nature of the item or defect or other circumstances indicate otherwise.

6.6 The statutory cases of dispensability of setting a grace period shall remain unaffected.

6.7 The Seller shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, if a defect actually exists. However, if a request by the Buyer to remedy a defect turns out to be unjustified, the Seller may demand reimbursement of the costs incurred from the Buyer.

#### **7. Limitation of claims for defects of quality and title**

7.1 Claims for material defects and defects of title shall become statute-barred 12 months after delivery of the purchased item, with the exception of the cases regulated in Section 9.7.

7.2 The claims for reduction and the exercise of a right of withdrawal shall be excluded insofar as the claim for subsequent performance is time-barred.

7.3 However, in the case of Clause 7.2, the Purchaser may refuse to pay the purchase price to the extent that it should be entitled to do so on the basis of the rescission or reduction.

7.4 § 479 BGB shall remain unaffected.

#### **8. Liability within the scope of recourse according to § 478 BGB**

8.1 If the Buyer resells an item purchased from the Seller to a consumer or if a claim is made against the Seller itself by way of §§ 478, 479 of the German Civil Code (BGB), the Buyer shall only be entitled to the rights under § 478 of the German Civil Code (BGB) if it notifies the Seller in writing of the defect within 8 days of becoming aware of the defect.

8.2 The Buyer shall not be entitled to the rights under Section 478 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) if the defect which occurred at the consumer was recognizable to the Buyer within the scope of his duty to inspect the goods.

8.3 The claim shall also be excluded if the defect is insignificant within the meaning of Section 323 (5) BGB.

8.4 The reimbursement of expenses shall be limited to the costs which would have been incurred by the Purchaser had sufficient precautions been taken to remedy the defect and may only be claimed to the extent that the Purchaser has not made any agreements exceeding the statutory claims for defects.

8.5 Finally, the reimbursement of expenses shall be limited to the foreseeable damage typical for the contract.

8.6 The reimbursement of expenses shall be granted in the form of a credit note.

#### **9. Exclusion of liability and compensation**

9.1 In the event of slight negligence, the Seller shall only be liable for all claims for damages and reimbursement of expenses against the Seller due to a breach of duty for which the Seller is responsible, irrespective of the legal grounds, in the event of a breach of material obligations that jeopardizes the purpose of the contract. Otherwise, the Seller's liability for slight negligence is excluded. Material contractual obligations within the meaning of sentence 1 are obligations which protect the legal positions of the Buyer which are material to the contract and which the contract is intended to grant to the Buyer in accordance with its content and purpose. Furthermore, essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Buyer regularly relies and may rely.

9.2 In case of liability according to clause 9.1 and liability without fault, the Seller shall only be liable for the typical and foreseeable damage. The assertion of useless expenses by the Buyer shall be inadmissible.

9.3 In the event of slight negligence, the Seller shall be liable for damage caused by delay only up to an amount of 5% of the net order value.

9.4 The Buyer shall decide on its own responsibility about the use of the delivered goods or other services. Unless the Seller has confirmed in writing specific properties and suitability of the products for a contractually determined purpose, advice on application shall in any case be non-binding. The Seller shall also only be liable in accordance with Clause 9.1 for any advice given or omitted which does not relate to the properties and usability of the delivered product.

9.5 The exclusion of liability according to clauses 9.1 to 9.4 shall apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of the Seller.

9.6 All claims for damages and reimbursement of expenses against the Seller shall become statute-barred 12 months after delivery of the goods, in the case of tortious liability after knowledge or grossly negligent ignorance of the circumstances

giving rise to the claim or of the person liable to pay compensation. This shall not apply in case of intent and in the cases mentioned in clause 9.7.

9.7 The provisions of Sections 9.1 to 9.6 and 7.1 shall not apply in the case of strict liability, in the case of liability for injury to life, limb or health, in the case of the assumption of a guarantee of quality or in the case of fraudulent concealment of a defect.

## **10. Retention of title**

10.1 Deliveries shall be made subject to retention of title. The delivered goods shall remain the property of the Seller until full payment of all claims arising from the business relationship, including all ancillary claims. The Buyer may neither pledge the reserved goods nor assign them as security. The Buyer shall notify the Seller immediately in writing of any interventions by third parties.

10.2 If the Buyer is in default, the Seller shall be entitled to rescind the contract in accordance with the statutory provisions and to demand return of the goods on the basis of the retention of title and the rescission. If the Buyer does not pay the purchase price due, the Seller may only assert these rights if it has previously unsuccessfully set the Buyer a reasonable obligation to pay or if setting such a deadline is dispensable under the statutory provisions.

10.3 The taking back or seizure of the reserved goods shall not constitute a withdrawal from the contract, unless this is expressly declared. The requirements for withdrawal shall remain unaffected. The costs arising from the taking back and seizure of the item shall be borne by the Buyer.

10.4 The Buyer shall be entitled to combine the reserved goods with goods of third parties in the ordinary course of business. In this case, the Seller shall acquire co-ownership of the new items created by the combination in proportion to the value of the combined or newly produced items. The same shall apply in the event of mixing.

10.5 The Buyer hereby assigns co-ownership of the item, provided that the Buyer's item is to be regarded as the main item. If the Buyer sells the combined or newly produced items in which the Seller has co-ownership, the Buyer hereby assigns its purchase price claim against the third party in proportion to the value of the Seller's co-ownership and hereby authorizes the Seller to collect the claim in its own name, including in the case of a corporate purchase. The seller accepts the assignment.

10.6 If the item subject to retention of title is further processed into a new item, the Seller shall be deemed to be the processor and the Buyer shall be deemed to have been commissioned by the Seller.

10.7 The Buyer shall be entitled to sell the goods to third parties in the ordinary course of business. He hereby assigns all claims against third parties arising from the resale to the seller as security (extended reservation of title), even in the case of a company purchase. The Seller accepts the assignment. Notwithstanding the Seller's authority to collect the claim itself, the Buyer shall remain authorized and obligated to collect the claim against the third party. This right expires automatically should the buyer stop his payments.

10.8 If the realizable value of the security exceeds 110% of the secured claim, the Seller shall, at the Buyer's request, release the excess portion of the security at its discretion.

## **11. Plea of uncertainty**

If it becomes apparent to the Seller that his/her claim to counter-performance is jeopardized by the Buyer's inability to perform, he/she shall be entitled to refuse the performance incumbent upon him/her until counter-performance has been effectuated or security has been provided.

## **12. Transfer of risk**

12.1 Shipment shall be made at the Buyer's request and expense. The risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the Buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment, even in the case of carriage paid delivery.

12.2 Unless otherwise agreed in writing, shipment shall be made via a shipping option of Seller's choice and at Buyer's risk.

12.3 If the transport is carried out by the Seller's personnel, the Seller shall only be liable under the conditions set out in clause 9. of these Terms and Conditions.

### **13. Supplies**

13.1 Deadlines and dates for deliveries and services promised by the Seller shall always be approximate only, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

13.2 If delivery is delayed for reasons for which the Seller is not responsible, the Seller shall not be liable for any damage incurred by the Buyer as a result of the delay. In particular, the Seller shall not be liable for impossibility of delivery or for delays in delivery to the extent caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g., operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver properly or on time) for which the Seller is not responsible. If such events make it substantially more difficult or impossible for the Seller to provide the delivery or service and the impediment is not only of temporary duration, the Seller shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Buyer cannot reasonably be expected to accept the delivery as a result of the delay, he/she may withdraw from the contract by immediately notifying the Seller in writing.

### **14. Default of acceptance**

14.1 If the Buyer does not accept individual deliveries or partial deliveries duly offered to him/her or if he/she fails to cooperate, the Seller may set the Buyer a reasonable deadline for acceptance. In this context, Seller shall be entitled to provide partial performance to a reasonable extent.

14.2 The Buyer shall bear all costs associated with the refusal of acceptance, in particular storage costs. If the Buyer has not accepted within the time limit, the Seller shall be entitled to withdraw from the contract and to claim damages for non-performance.

14.3 In this case, the Seller shall be entitled to a lump-sum claim for damages against the Buyer in the amount of 10% of the non-accepted delivery. The Seller shall be entitled to prove that it has incurred higher damages; the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that the Seller has not incurred any damage at all or that the damage is significantly less than the aforementioned lump sum.

### **15. Right of retention / set-off**

15.1 The Buyer shall only be entitled to set-off if its counterclaims are legally established, expressly recognized by the Seller or ready for decision; this shall not apply to counterclaims arising from the same contractual relationship. The Seller reserves the right of set-off also in the event that the mutual claims are denominated in different currencies. The exchange rate shall be the officially determined average rate on the Frankfurt Foreign Exchange on the day of the declaration of set-off.

15.2 The Buyer shall only be entitled to his right of retention if his counterclaim is legally established, undisputed, acknowledged or the defect of the goods is obvious; this shall not apply to counterclaims arising from the same contractual relationship. The Buyer shall only be entitled to withhold payment to the extent that the amount withheld is in reasonable proportion to the defects and the anticipated costs of subsequent performance.

### **16. Packing**

16.1 In accordance with the Packaging Amendment 2021, packaging subject to system participation is declared by the seller in a dual system and is registered ("LUCID").

16.2 Packaging that is not subject to system participation shall not be taken back by the Seller. The Buyer shall bear the costs for any disposal.

16.3 Transport aids (pallets) will not be taken back. Disposal is the responsibility of the purchaser. Exchange pallets (e.g., "Euro pallets", "Cheppallets") are excluded:

### **17. Assignment**

The seller is entitled to assign his claims.

## **18. Trademark**

The Seller's brands are protected trademarks and are subject to trademark, brand and patent protection. Insofar as trademarks are used in part without appropriate labeling, this does not mean that they are free of signs. The good reputation and esteem of the trademarks must not be impaired. The Buyer shall refrain from anything that could have a detrimental effect on the reputation and name of the Seller and its trademarks. In the event that the Buyer should act contrary to the foregoing, the Seller shall be entitled to claim damages.

## **19. Place of performance/place of jurisdiction**

19.1 The place of performance for all obligations arising from the contractual relationship shall be Landscheid.

19.2 The place of jurisdiction for all legal disputes arising in connection with the business relationship between the Buyer and the Seller shall be Wittlich, provided that the Buyer 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 and always if the Buyer does not have a general place of jurisdiction in Germany or moves its place of residence or habitual abode out of Germany after conclusion of the contract or if such place of residence is unknown. The Seller shall also be entitled to bring an action at the Buyer's general place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

## **20 Applicable law**

The law of the Federal Republic of Germany shall apply exclusively. If the Buyer is domiciled outside Germany, the CISG ("UN Sales Convention") shall apply with the following special rules:

- Amendments to or terminations of the contract must be made in writing. This also applies to agreements on the abandonment of this written form agreement.

- In the event of delivery of non-conforming goods, the Buyer shall only be entitled to rescind the contract or make a replacement delivery if claims for damages against the Seller are excluded or if it is unreasonable to expect the Buyer to utilize the non-conforming goods and claim the remaining damage. In such cases, the Seller shall initially be entitled to remedy the defect. If the rectification of defects fails or leads to an unreasonable delay, the Buyer shall be entitled, at its option, to declare the contract avoided or to demand a replacement delivery. The Purchaser shall also be entitled to do so if the rectification of the defect causes an unreasonable inconvenience or if there is uncertainty about the reimbursement of any expenses incurred by the Purchaser.

## **21. Data protection**

The Client points out that it will store and process the Contractor's data in accordance with the requirements of the Basic Data Protection Regulation and the Federal Data Protection Act. Detailed information is set out in the Seller's data protection information.

## **22. Partial ineffectiveness**

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by the legally permissible provision that comes closest to the intended purpose in economic terms.

## **23. Priority German version**

These General Terms and Conditions shall be interpreted in accordance with the German legal meaning. If the legal meaning of a translation differs from the German legal meaning, the German meaning shall prevail.

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