

General terms and conditions of business and delivery of PREBAS GmbH

§ 1. Offers and conclusion of contract

Offers from PREBAS are - unless expressly stated otherwise - generally non-binding and merely represent an invitation to the contractual partner to place an order. The contract is only concluded when the order is accepted (order confirmation) in text form, or the service is carried out. Acceptance of the contract can also occur through unconditional delivery by PREBAS.

Offers are subject to PREBAS' copyright and may not be made accessible to third parties. The contractual partner is obliged to make plans designated as confidential by PREBAS accessible to third parties only with their consent.

§ 2. Prices

PREBAS' prices are net ex works Heusenstamm, excluding packaging and statutory sales tax, as well as excluding the costs of any transport insurance requested by the customer. Unless otherwise agreed in writing, packaging is charged at cost and is not taken back. Any customs duties, fees, taxes and other public charges are borne by the customer.

§ 3. Security

If PREBAS provides services in stages after request by the contractual partner or if, after receipt of the order, plant components, raw materials, auxiliary materials and operating supplies or other items have to be procured from third parties to fulfil the contract, PREBAS is entitled to demand from the contractual partner suitable security within the meaning of § 232 BGB for the fulfilment of the contract, in particular the provision of a guarantee from a recognized European credit institution or a credit insurer. If the contractual partner does not comply with the request, PREBAS is entitled to withdraw from the contract.

§ 4. Delivery and assumption of risk

The delivery and shipping dates specified by PREBAS are only approximate and non-binding. If PREBAS expressly guarantees in writing that a delivery or shipping date will be met, then the contractual partner has the right to set PREBAS a reasonable grace period if this period is exceeded. If this period expires without result, the contractual partner is entitled to withdraw from the contract. Claims for damages are excluded unless PREBAS is guilty of gross negligence.

PREBAS is entitled to make reasonable partial deliveries to the contractual partner.

In cases of force majeure, industrial action and other unforeseen events for which PREBAS is not responsible and which have a significant impact on the delivery of the item being sold, PREBAS is entitled to demand a reasonable extension of the agreed delivery date.

§ 5. Terms of payment; late payment; prohibition of offsetting

Unless otherwise agreed in writing, invoices are due for payment immediately. Cash discounts must be expressly agreed in writing. If a payment deadline is agreed, the contractual partner will be in default upon expiry of the payment deadline without the need for a reminder letter.

If the contractual partner defaults on payment, default interest of 9% points above the base interest rate will be due. The assertion of further damages due to default remains unaffected.

PREBAS is entitled to refuse further deliveries, including from other orders, if the contractual partner defaults on a payment. After issuing a reminder with a deadline, PREBAS is still entitled to withdraw from the contract and demand compensation for non-performance. Furthermore, in the event of default on payment, all of PREBAS's existing claims against the contractual partner become due.

The contractual partner can only offset PREBAS's due payment claims with its own undisputed or legally established claims.

§ 6. Extended and expanded retention of title

PREBAS retains ownership of delivered goods until all claims arising from the business relationship have been paid in full. For goods that the contractual partner purchases from PREBAS as part of an ongoing business relationship, the retention of title applies until all claims against the contractual partner arising from the business relationship, including claims that have already been established but are not yet due, have been settled. The contractual partner is not entitled to pledge or transfer the goods as security. He is only revocably authorized to resell, use or install the reserved goods in the normal, proper course of business. If the goods delivered by PREBAS are sold to third parties, the contractual partner assigns the purchase price/work wage claim against the third party to PREBAS upon handing them over to the third party. PREBAS accepts this assignment. The contractual partner must inform PREBAS immediately of any enforcement measures taken by third parties in goods to which this retention of title applies or in assigned claims, and hand over the documents necessary for the objection.

§ 7. Notification of defects, warranty and liability

PREBAS is only liable for defects as follows: The contractual partner must examine the goods received for quantity and quality immediately after receipt. Defects must be reported to PREBAS immediately in writing in accordance with §§ 377, 378 HGB, stating the reasons. If PREBAS does not install and assemble the delivered goods itself, warranty claims only exist if they were installed correctly in compliance with the recognized rules of technology. PREBAS is entitled to determine the type of subsequent performance (replacement delivery, repair) taking into account the type of defect and the legitimate interests of the contractual partner. The warranty obligation expires if the defect that has occurred is causally related to improper modification, processing or other treatment. PREBAS accepts no liability for damage resulting from wear and tear due to use, parts subject to natural wear and tear, excessive use, inadequate maintenance, violent damage, failure to follow the operating instructions, incorrect use or incorrect operation, or circumstances outside of normal operating conditions. Of the direct costs incurred by the repair or replacement delivery,

PREBAS will bear the cost of the replacement part, as well as the reasonable costs of removal and installation. Travel costs incurred in this regard will only be borne by PREBAS up to the statutory or contractually agreed place of performance. Claims for material defects expire after twelve months. This does not apply if the law stipulates longer periods.

§ 8. General limitation of liability

In the event of a negligent breach of duty by PREBAS or its vicarious agents, claims for damages and reimbursement of expenses by the contractual partner are excluded, regardless of the legal basis. This exclusion does not apply if

- essential contractual obligations are violated.
- the breach of the contractual obligation would lead to a specific risk to the life and health of the contractual partner or
- PREBAS has given a guarantee.

If there is no gross negligence, PREBAS' liability is in any case limited to the typically foreseeable and insurable damage in accordance with the usual circumstances, with a maximum amount of EUR 2.5 million for property damage and personal injury.

§ 9. Place of performance; place of jurisdiction

The place of performance for all obligations arising from the business relationship between PREBAS and its contractual partner is 63150 Heusenstamm. German law applies to the relationships between the parties. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The jurisdiction of the courts at PREBAS's registered office is agreed. However, PREBAS is entitled to sue the contractual partner at its registered office. The terms and conditions are valid from December 2020.

§ 10. Severability clause; Terms and conditions of the contractual partner

If individual provisions of these general terms and conditions of business and delivery are invalid, this does not affect the validity of the remaining provisions. The general terms and conditions of the contractual partner do not apply if they contradict these conditions.

Heusenstamm, 2024