



**General Terms and Conditions of Sale of Haake
Technik GmbH Master Esch 72, 48691 Vreden
(Version 01.01.2025)**

§ 1 Application

1.1

These General Terms and Conditions of Sale (hereinafter referred to as GTC) shall apply to all present and future Agreements and business relationships. Conflicting terms and conditions of the Purchaser shall not become part of the Agreement unless we confirm this separately and in writing.

1.2

These GTC shall only apply if the customer is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) BGB.

1.3

We reserve the unrestricted proprietary and copyright utilisation rights to our drawings, cost estimates or other documents. The Purchaser may only pass on such documents, information or data of any kind to third parties if we have expressly agreed to this in text form in advance.

1.4

If we submit offers and these also contain drawings, descriptions or other product information, the customer is obliged to maintain absolute confidentiality about the content of these documents, whether or not an Agreement is concluded with us.

1.5

Individual agreements made with the Purchaser in individual cases shall always take precedence over these GTC.

1.6

Legally relevant declarations and notifications by the Purchaser with regard to the Agreement (e.g. notifications of defects, deadlines, etc.) must be made in writing or text form.

§ 2 Offer and conclusion of an agreement

2.1

Our offers are subject to change and non-binding. This also applies if we have provided the Purchaser with technical documentation, calculations or other product descriptions.

2.2

We generally confirm orders from the Purchaser, but we are not obliged to do so. The Purchaser's acceptance of the Agreement offer can be made in writing or in text form or by delivering the goods to the Purchaser.

§ 3 Prices and payment agreements

3.1

Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the Agreement shall apply.

3.2

Unless otherwise agreed, the purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. We are entitled to make a delivery in whole or in part only against advance payment.

3.3

If it is foreseeable after conclusion of the Agreement that our claim to payment of the purchase price is jeopardised due to the customer's inability to pay (e.g. due to an application for the opening of insolvency proceedings or similar), we are entitled to refuse performance and, if necessary, after setting a deadline, to withdraw from the Agreement.

§ 4 Rights of retention

The Purchaser shall only be entitled to rights of set-off and retention if his claim has been legally established or is undisputed and his counterclaim is based on the same contractual relationship.

§ 5 Retention of title

5.1

We reserve title to the delivered goods until full payment of all our current and future claims arising from the purchase Agreement and an ongoing business relationship (secured claims).

5.2

The goods subject to retention of title may not be pledged to third parties or assigned as security until the secured claims have been paid in full. The Purchaser must notify us immediately in writing in the event that an application is made to open insolvency proceedings or if third parties seize the goods belonging to us (e.g. attachment).

5.3

In the event of a breach of Agreement by the Purchaser, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the Agreement in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender does not at the same time include a declaration of cancellation. Rather, we are entitled to merely demand the return of the goods and reserve the right to withdraw from the Agreement.

5.4

Until revocation, the Purchaser is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. The following shall apply in this case:

- The products resulting from the combination, mixing or processing of our goods are subject to retention of title at their full value, whereby we are deemed to be the manufacturer. In the event that the ownership rights of third parties continue to exist in the event of combination, mixing or processing with the goods of third parties, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed and processed goods.
- In return, we assign to the Purchaser the claims against third parties arising from the resale of the goods or the product, in total or in the amount of our co-ownership share in the amount of the final invoice amount agreed with us, including VAT. We accept the assignment.
- The Purchaser retains the right to collect the claim in addition to us. Provided the Purchaser fulfils their payment obligations to us, there is no deficiency in their ability to pay, and we do not exercise the retention of title by exercising a right in accordance with clause 7.3, we undertake not to collect the claims.
- In the event that the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Purchaser's request.

5.5

The Purchaser is obliged to treat the purchased item with care as long as ownership has not yet been transferred to him. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value.

§ 6 Delivery period and delay in delivery

6.1

The delivery period shall be agreed individually or specified by us upon acceptance of the order.

6.2

In the event that we are unable to meet contractually agreed delivery deadlines for reasons for which we are not responsible, we must inform the Purchaser of this circumstance without delay and at the same time inform the Purchaser of the expected or new delivery deadline. If a delayed delivery cannot be made due to non-availability of the service even within the newly announced delivery period, we are entitled to withdraw from the Agreement in whole or in part; we must immediately reimburse any consideration already provided by the Purchaser (e.g. down payment of the purchase price, etc.).



6.3

Whether we as the seller are in default of delivery shall be determined in accordance with the statutory provisions.

§ 7 Delivery, transfer of risk, acceptance, default of acceptance

7.1

Delivery shall be from the manufacturer's premises in Vreden, unless otherwise agreed.

7.2

The risk of accidental loss and deterioration shall pass to the Purchaser when the goods are handed over to them. In the case of a sale involving the carriage of goods, the risk of accidental loss of the goods, accidental deterioration of the goods and the risk of delay shall pass to the Purchaser upon delivery of the goods to the forwarding agent or carrier.

7.3

In the event that the Purchaser is in default of acceptance, or our performance is delayed for other reasons for which the Purchaser is responsible, we shall have a claim against the Purchaser for compensation for the damage incurred, including any additional expenses (e.g. storage costs).

§ 8 Force majeure

8.1

In the event of circumstances beyond our control, including but not limited to fire damage, floods, industrial action, lockouts, epidemics and pandemics, we are released from the obligation to deliver for the duration and extent of the effects.

8.2

In such cases, we will promptly inform the Purchaser of the associated consequences in writing. If the force majeure situation is expected to last longer than one month, the parties are obliged to negotiate a possible adjustment to the Agreement.

8.3

If we are unable to fulfil the Agreement as a result of force majeure, we are entitled to cancel it.

§ 9 Warranty

9.1

In the event of material defects and defects of title (including incorrect and short delivery, as well as improper assembly/installation), the Purchaser's rights shall be governed by the statutory provisions, unless otherwise specified below.

9.2

Agreements that we have made with Purchasers regarding the quality and intended use of the goods regularly form the basis of our liability for defects under the warranty. In the event that no quality has been agreed, it shall be assessed in accordance with the provisions of Section 434 (3) BGB to determine whether a defect exists.

9.3

We shall not be liable for defects which the Purchaser is aware of or which they have failed to disclose at the time of Agreement conclusion, in accordance with Section 442 BGB.

9.4

The Purchaser's claims for defects shall only exist if the Purchaser has complied with its statutory inspection and notification obligations (Sections 377, 381 HGB).

9.5

In the event that the delivered goods are found to be defective, we, as the seller, reserve the right to determine the course of action for subsequent fulfilment, whether that be the rectification of the defect (subsequent improvement) or the delivery of a defect-free item (subsequent delivery).

9.6

In either case, the Purchaser must grant us a reasonable period of time for subsequent fulfilment, which must be considered in particular if we have to order components that are not immediately available.

§ 10 Statute of limitation

10.1

The general limitation period for claims resulting from material defects or defects of title is one year from delivery, in deviation from § 438 Para. 1 No. 3 BGB. Any claims for damages by the Purchaser under the Product Liability Act shall become time-barred in accordance with the statutory limitation provisions.

§ 11 Other liabilities

11.1

In the event of a breach of Contractual and non-Contractual obligations in accordance with these GTC, we shall be liable in accordance with the statutory provisions.

11.2

In the event of fault-based liability, we shall be liable for damages, irrespective of the legal grounds, only in the event of wilful intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only
- for damages resulting from injury to life, limb or health.
- for damages resulting from the breach of a material contractual obligation, whereby our liability in this case is limited to compensation for foreseeable, typically occurring damages.

11.3

The aforementioned limitations of liability shall also apply to third parties and to breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions. As far as a defect has been fraudulently concealed and a guarantee for the quality of the goods has been assumed, the limitations of liability shall not apply. This also applies to Purchaser claims under the Product Liability Act.

§ 12 Choice of law and place of jurisdiction

12.1

These GTC and the contractual relationship between us as the Seller and the Purchaser shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Agreements for the International Sale of Goods.

12.2

If the Purchaser 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, our registered office shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.