

## General Terms and Conditions (GTC) ARTILUX (ASS) GmbH

### 1. Scope of application and general information

- 1.1 We sell and supply exclusively in accordance with the following terms and conditions to companies, legal persons under public law as well as to special funds under public law (hereinafter referred to as "Customer").
- 1.2 These terms of sale apply to all existing business relationships and to all future transactions with the Customer insofar as a legal transaction of a similar nature is concerned.
- 1.3 We do not accept the terms and conditions of our Customer unless we have expressly agreed in writing to their validity.
- 1.4 Our terms of sale and supply also apply if we unconditionally supply products or services to the Customer in knowledge of terms and conditions of the Customer standing contrary or deviating from our terms of sale and supply.
- 1.5 By placing the order, the Customer expressly agrees to the use of our terms of sale and supply and waives the right to assert the Customer's own deviating terms and conditions or terms of purchase and payment. Other terms and conditions are not valid even if we do not expressly object to them in the specific case.

### 2. Offer and conclusion of contract

- 2.1 All offers are given, in particular in relation to quantity, price and delivery time (as invitatio ad offerendum (an invitation to treat)), subject to change and non-binding, unless the offer is expressly designated as binding. This also applies if we have provided the Customer with documents in connection with the placing of the order, such as calculations, drawings, product descriptions or other documents etc., including in electronic form. We reserve the ownership right and copyright for all documents. These documents may not be made accessible to third parties unless we have granted the Customer our express written permission to do so.
- 2.2 Drawings, illustrations, dimensions, weights or other performance data are binding only if this has been expressly agreed in writing.
- 2.3 Orders are not binding until made binding exclusively by our order confirmation.
- 2.4 Verbal statements by our employees, agents of vicarious liability or other representatives become part of the contract only upon written confirmation.
- 2.5 The ordering of the goods by the Customer is valid as a binding contractual offer. Our acceptance of the Customer's order can be declared either in writing (e.g. by an order confirmation) or by delivery of the goods to the Customer.
- 2.6 If individual provisions are or become ineffective, this does not affect the effectiveness of the remaining provisions.

### 3. Prices, price adjustments and payment terms

- 3.1 Unless otherwise agreed in writing, our prices are in EURO ex-works plus the statutory rate of value added tax applying at the time.
- 3.2 Unless otherwise agreed, our invoices are to be paid within 30 days of the invoice date without deduction.
- 3.3 The deduction of a discount is permitted only with written special prior agreement.
- 3.4 Payment is considered to have been made only when we can access the amount.
- 3.5 The statutory regulations apply in the event of default in payment.

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Handelsregister: HRB724542  
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- 3.6 If the Customer has neither paid the invoice in full nor raised written objections to it including reasons by the due date, we are entitled to charge a reminder fee of up to EUR 30.00 per reminder and further fees, in particular the costs for any collection procedures.
- 3.7 The Customer bears all additional costs, such as outlays for foreign currencies, freight, insurance, export, transit, import and other permits or tests (for e.g. TÜV) or official approvals etc.
- 3.8 We may demand advance payment for specific Customers and contracts without stating reasons.
- 3.9 We are entitled, irrespective of any provisions of the Customer to the contrary, to first offset against the Customer's older debts and will inform the Customer about the form of settlement. If costs and interest have already been incurred, we are entitled to credit the payment first against the costs, then against the interest and finally against the principal performance.
- 3.10 If the Customer gets into default, then we are entitled to charge interest from the relevant date at the interest rate charged by commercial banks for open overdrafts plus the statutory value added tax. They are then to be charged as a lower amount if the Customer proves a lower amount owed.
- 3.11 If we become aware of circumstances calling the creditworthiness of the Customer into question, we are entitled to demand the payment of the whole of the remaining debt. In this case, we are also entitled to demand advance payments or the provision of security, as well as to withdraw from these contracts after a reasonable period of time or to demand compensation for damages due to non-fulfilment.
- 3.12 Unless a fixed-price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries that take place 3 months or more after conclusion of the contract.

#### **4. Shipping costs for deliveries in Germany and Austria**

- 4.1 From a value of goods of € 1'000.00 (excl. VAT) the delivery is free of charge to a delivery address in Germany or Austria.
- 4.2 Parcel shipping (prices excl. VAT):  
up to 30.0 kg                    € 15.00
- 4.3 Pallet shipping (prices per pallet excl. VAT):  
1 pallet                            € 95.00  
from 2 pallets                    € 76.00 per pallet

#### **5. Retention of ownership**

- 5.1 The Customer is entitled to exercise a right of retention only if his counter-claim is based on the same contractual relationship.
- 5.2 We are entitled to withhold our performance until the Customer has fulfilled his contractual or other legal obligations towards us.

#### **6. Delivery**

- 6.1 The delivery period commences upon conclusion of the contract when all official formalities such as import, export, transit and payment authorisation have been obtained, the payments and any securities to be provided upon ordering have been made and the essential technical points have been settled.
- 6.2 Delivery periods are generally non-binding unless we have explicitly declared them to be binding in writing. Any delay in delivery does not entitle the Customer to any compensation for delay.

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- 6.3 We accept no liability for impossibility of delivery or for delays in delivery caused by force majeure or other events, unforeseeable at the time of conclusion of the contract, for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or performance deadlines are extended or postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery or performance as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to us.
- 6.4 Delivery is made in compliance with the currently valid version of the German Packaging Ordinance (VerpackV). There are no further costs associated with this for the Customer.
- 6.5 We are entitled to carry out partial deliveries and partial performances.
- 6.6 Our obligation to deliver is always subject to timely and proper delivery by our own suppliers.
- 6.7 Specified delivery and unloading times are always non-binding unless expressly agreed otherwise in writing.

## **7. Transfer of risk on shipping**

- 7.1 If the goods are shipped to the Customer at the Customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon dispatch to the Customer, at the latest upon leaving the factory/warehouse. This applies irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.
- 7.2 The Customer must immediately report in writing any damage or loss occurring during transport, but at the latest within one week of receipt of the delivered item, and leave the consignment unchanged for inspection as soon as possible. This also applies if transport damage becomes apparent only when the goods are unpacked or later

## **8. Limits to liability/compensation for damages**

- 8.1 Claims for damages arising from the contract (in particular due to non-performance or defective performance), from positive breach of contract, from culpa in contrahendo and from tort are excluded both against us and against our agents of vicarious liability or persons employed in the performance of our obligations, unless the damage was caused intentionally or by gross negligence or a characteristic expressly warranted by us is missing.
- 8.2 We are otherwise liable for damages arising from the culpable breach of a material contractual obligation ("Kardinalpflicht"). A "Kardinalpflicht" is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place, the observance of which the contracting party may usually rely on to achieve the purpose of the contract. We are also liable for consequential damages in the event of defects.
- 8.3 In the event of injury to life, limb and health, the statutory provisions shall apply without restrictions. The same applies to claims under the German Data Protection Act.
- 8.4 The extended liability on our part is excluded according to Section 287 of the German Civil Code (BGB) (our responsibility during default).

## **9. Securities/retention of title**

- 9.1 Until the fulfilment of all claims (including all outstanding balances from the open account) to which we are entitled against the Customer for any legal reason now or in the future, the following securities are granted to us, which the Customer releases upon request at his

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discretion, insofar as their value exceeds the claim by more than 20 per cent on a sustained basis:

- a) The goods remain our property until all claims have been fulfilled. Processing or transformation is always to be carried out for the goods for us as the manufacturer, but without any obligation for us. If our (co-) ownership expires due to combination, it is already agreed that the Customer's (co-) ownership of the unified object shall pass to us pro rata (invoice value). The Customer shall keep our (co-) ownership in safe custody free of charge. Goods to which he is entitled to (co-) ownership are hereinafter referred to as reserved goods.
- b) The Customer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. Pledges or transfers of ownership by way of security are not permitted. The Customer hereby assigns to us in full, by way of security, any claims arising from the resale or other legal grounds (insurance, tort) in respect of the reserved goods (including all outstanding balances from the open account). We revocably authorise the Customer to collect the claims assigned to him for his account in his own name. This collection authorisation can be revoked only if the Customer does not properly fulfil his payment obligations.
- c) In the event of access by third parties to the reserved goods, the Customer is to point out our ownership and notify us immediately.
- d) In the event of conduct by the Customer in breach of contract – in particular default in payment – we are entitled to take back the reserved goods or, if applicable, to demand assignment of the Customer's claims for restitution against third parties. The taking back or seizure of the reserved goods by us does not constitute a withdrawal from the contract, unless the Consumer Credit Act or Sections 506 ff. of the German Civil Code (BGB) apply.

## **10. Warranty and notification of defects**

10.1 The warranty period is two years. We supply no assurance or guarantee.

10.2 The warranty period begins with the delivery of the object.

If our instructions are not followed or other modifications are made, any warranty lapses if the Customer does not refute a corresponding substantiated assertion on our part that the defect was caused by one of these circumstances.

10.3 The Customer must notify us of the defect in writing without delay, at the latest, however, within one week of receipt of the delivered item. Defects which cannot be discovered within this period even after careful inspection are to be notified to us in writing after discovery.

10.4 We shall be liable for material defects in the case of merchants and legal entities under public law in accordance with the statutory provisions for subsequent performance, reduction or withdrawal if, in addition to the statutory requirements, the following conditions are met:

- a) The Customer is to inspect the goods and their packaging immediately upon delivery in accordance with standard commercial practice. If the goods are delivered in packages, the Customer is to additionally check the labelling of each individual package for conformity with the order.
- b) The Customer shall immediately give notice of any defects discovered during the inspection.
- c) If the Customer fails to carry out the required inspection or does not immediately give notice of an ascertained or ascertainable defect, the warranty rights of the Customer with regard to the ascertained and/or ascertainable defects are forfeited. The same applies in the event of an erroneous incorrect delivery and in particular in the event of such a significant deviation that approval of the goods by the Customer had to be considered impossible. As in the case of a hidden defect, the Customer must give notice of the defect

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immediately after discovery. Otherwise, the goods are deemed to have been approved in this respect. However, a complaint of a hidden defect is excluded after the expiry of 2 weeks from receipt of the goods.

- 10.5 We shall be liable for material defects that also include the absence of warranted characteristics in the case of non-merchants in accordance with the statutory provisions for subsequent performance, reduction or withdrawal if, in addition to the statutory requirements, the following conditions are met:
- a) The non-merchant Customer has the same inspection and verification obligations as the merchant. However, the knowledge requirements for the inspection of the goods are not based on customary trade practice, but on the knowledge to be expected from the Customer based on his position within the industry.
  - b) The Customer shall immediately notify us in writing of any defects discovered during the inspection if the defects are obvious; otherwise, defects shall be notified in writing within the statutory periods.
  - c) If the Customer fails to carry out the respective inspection that can reasonably be expected of him or if he fails to comply with the deadlines for giving notice of defects that apply to him, he loses his warranty rights with regard to the defects that are found and/or can be found. The same applies in the event of an erroneous incorrect delivery.
  - d) Only the direct Customer is entitled to warranty claims against us and these claims are not assignable.
  - e) The preceding paragraphs contain exclusively the warranty for the products and exclude other warranty claims of any kind. This does not apply to claims for damages arising from warranties of quality that are intended to protect the Customer against the risk of consequential harm caused by a defect.
  - f) We are available to the Customer to provide information and advice about his products to the best of our knowledge. However, we shall be liable for this in accordance with paragraph 7. **Limits to liability/compensation for damages** only if a special fee is agreed for this.

## 11. Miscellaneous

- 11.1 This contract and the entire legal relationship between the parties are governed by the laws of the Federal Republic of Germany.
- 11.2 The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our legal domicile.
- 11.3 All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

## 12. Severability clause

- 12.1 The ineffectiveness of individual provisions of these General Terms and Conditions shall not affect the effectiveness of the remaining provisions. Ineffective provisions are deemed to be replaced by such effective provisions as are suitable to achieve the economic purpose of the no longer effective provision as far as possible.

## 13. Privacy

- 13.1 We store data about the Customer in accordance with the German Data Protection Act. The detailed Privacy Policy can be found [here](#)

Date: February 2024

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