

## 1 General

1.1 These General Terms and Conditions (GTC) of VACUUBRAND GMBH + CO KG ("VACUUBRAND") are only intended for use in business transactions between businesses.

1.2 These GTC apply to all – including future – contracts with the customer that are concluded via the online shop of VACUUBRAND GMBH + CO KG ("VACUUBRAND") at <https://shop.vacuubrand.com> (hereinafter referred to as online shop). Other terms and conditions shall not become part of the contract, even if VACUUBRAND does not expressly object to them. Amendments to and changes of the contract must be in writing form. The waiver of the requirement for text form shall only be possible in text form. This shall not apply to individual contractual agreements. The language of the contract shall be German and/ or English. In the event of a discrepancy between the German language version of these GTC and a version in any other language, the German language version shall prevail.

1.3 VACUUBRAND may electronically store and process data necessary for the purpose of entering into and processing the contract. Further information regarding data protection is available in the privacy statement (<https://vacuubrand.com/datenschutz>)

1.4 A set-off by the customer shall not be permitted unless the counterclaims are undisputed or legally established, or pecuniary counterclaims arising from the right to refuse payment pursuant to Section 320 Bürgerliches Gesetzbuch (BGB) (German Civil Code).

1.5 For commercial transactions with customers having no general place of jurisdiction in Germany and between businesses, public law legal persons or special funds under public law the place of jurisdiction shall be the court responsible in Frankfurt am Main, Germany. VACUUBRAND shall also be entitled to appeal to the court responsible for the customer's registered office. VACUUBRAND shall, furthermore, as plaintiff have the right to invoke the Arbitration Court at the Chamber of Commerce and Industry in Frankfurt am Main, Germany. The Arbitration Court shall, in this case, make the final judgment in accordance with the Rules of Arbitration of the Chamber of Commerce and Industry in Frankfurt am Main without recourse to the ordinary courts of law. The instigation of legal dunning proceedings by VACUUBRAND shall not signify the exertion of its right of choice; it shall be admissible in all cases.

1.6 German law shall apply exclusively under the exclusion of the conflict of laws principles of Private International Law and the UN Convention on Contracts for the International Sale of Goods (CISG).

## 2 Conclusion of contract

The presentation of the assortment in the Online-Shop represents a non-binding offer to order goods. By placing an order, the customer submits a binding offer to conclude a sales contract. A contractual commitment regarding the concrete object of purchase is established by VACUUBRAND sending an order confirmation in text form. Delivery is equivalent to the order confirmation. If VACUUBRAND does not send an order confirmation within 5 working days or does not deliver the goods, the offer shall be deemed rejected.

## 3 Delivery

3.1 Shipment will be made within Germany. Shipping outside Germany is excluded.

3.2 The place of performance shall be the factory of VACUUBRAND in Wertheim. The risk shall pass to the Customer as soon as the delivery has been packed and loaded for transport, even if partial deliveries are made or VACUUBRAND assumes other services, e.g. shipping, transport, packaging or insurance costs, export or installation. This shall also apply in the event of delivery to a consignment warehouse at the customer's premises. Unless otherwise agreed between the parties, delivery shall be made CPT (Incoterms® 2020 carriage paid to).

3.3 Part deliveries are possible if the customer has explicitly agreed to this during the ordering process.

## 4 Delivery Period, Force Majeure, Delay

4.1 Delivery times shall be ex works. Delivery periods or delivery dates are subject to the customer providing relevant information and documents such as drawings, permits or approvals, opening letters of credit as agreed, making agreed advanced payments and complying with any obligation on time. In particular, the customer is obliged to immediately provide all information required for export, import or shipment (e.g. final recipient, final destination and intended use), documents, permits, approvals and certificates which may be required for the fulfillment of VACUUBRAND's obligations. If delays occur due to required permits, examination or information procedures, delivery periods and delivery dates shall be extended accordingly, unless VACUUBRAND is solely responsible for the delay.

4.2 Delivery shall be subject to VACUUBRAND receiving its own supplies punctually and in good order.

4.3 If non-compliance with delivery periods are due to force majeure (e.g., natural disasters, pandemics, mobilization, war, or riot) or similar events beyond VACUUBRAND's control (e.g. strikes or lockouts), the delivery periods shall be extended by the periods during which the aforementioned event or its effects persist.

4.4 VACUUBRAND shall immediately inform the customer about delivery barriers or delays and their expected duration.

4.5 VACUUBRAND shall be considered to be in default of delivery only if the customer has issued VACUUBRAND with a reminder and has set a reasonable extension period which has elapsed. The customer shall be obliged to immediately inform VACUUBRAND in text form of any likely consequences of delay.

4.6 In the case of damage caused by delay, VACUUBRAND's liability for compensation shall be limited to 10% of the value of the delayed delivery/ service. The limitation shall not apply in cases of willful intent, gross negligence and/ or injury to life, limb or health.

## 5 Prices, Terms of Payment

5.1 The prices shown online are CPT (Incoterms® 2020 carriage paid to) and exclusive of any statutory value-added tax, if applicable. Costs for packaging and shipping are invoiced separately. The cost of returning products for maintenance or disposal will not be covered.

5.2 Shipping costs are shown separately before submitting the purchase order.

5.3 Delivery is made against payment by credit card, advance payment or on invoice.

5.4 Accepted credit cards are MasterCard or VISA.

5.5 In case of advance payment the customer is obliged to arrange payment immediately. If payment is not received by VACUUBRAND within 14 days of conclusion of the contract at the latest, the customer shall be in default and VACUUBRAND shall be entitled to withdraw from the contract.

5.6 Purchase on invoice is possible up to a maximum net order value of € 6,000. Invoices shall be payable to BRAND account in EUROS (€) without deductions. Payment shall be made immediately or by the date stated. The determinant factor shall be the receipt of payment.

5.7 In the case of first-time orders, after delay in payment or in the case of reasonable doubt as to the creditworthiness of the customer, VACUUBRAND reserves the right to make deliveries dependent on a pre-payment or a security deposit in the extent of the invoice amount.

5.8 Should the period between conclusion of contract and agreed delivery exceed four (4) months, VACUUBRAND may, at its discretion, demand a reasonable additional charge equivalent to the increase in its costs up until delivery.

5.9 In the case of an agreed return of goods that are free of defects, the customer shall be charged a checking and processing fee of 20% of the invoice amount (minimum € 50).

5.10 Should the customer be in arrears with payment, all of VACUUBRAND's claims against him shall become due immediately, and VACUUBRAND shall not be obliged to make any further deliveries.

5.11 If payment is delayed, VACUUBRAND is entitled to charge default interest at the statutory rate – subject to further claims for damages.

5.12 VACUUBRAND may offset amounts payable to the customer (e.g. from credit notes) against VACUUBRAND claims against the customer.

## 6 Retention of Title, Assignment of Future Claims

6.1 The goods delivered shall remain property of VACUUBRAND until complete and unconditional payment. Should VACUUBRAND still have further claims against the customer arising from the business relationship, VACUUBRAND shall then retain its property rights until payment of such claims has been received.

6.2 The customer may neither use goods subject to retention of title nor combine them with other objects to which a third party may have rights. Should, however, goods subject to retention of title become, through their combination with other objects, part of a new (complete) item, VACUUBRAND shall be a proportional co-owner of this new item directly, even if this latter component is regarded as the main component. VACUUBRAND's proportion of co-ownership shall be determined by the ratio of the invoice value of the goods subject to retention of title to the value of the new item at the time of combination.

6.3 The customer may resell goods subject to retention of title in the course of his normal business as long as he has not assigned, pledged or otherwise encumbered his claims from the resale.

6.4 The customer shall assign to VACUUBRAND in advance as collateral any claims against his customers from the resale of the goods subject to retention of title (see Clause 6.3) and/or newly formed items (see Clause 6.2) to the value of VACUUBRAND's invoice for the goods subject to retention of title. As long as the customer is not in default of payment for the goods subject to retention of title, he may collect the assigned claims in the ordinary course of business. He may, however, only use the proportional proceeds for the payment to VACUUBRAND for the goods subject to retention of title.

6.5 At the customer's request, VACUUBRAND will release collateral at its discretion if and to the extent their value exceeds the claim to be secured by more than 20%.

6.6 The customer must inform VACUUBRAND immediately of any attachments, seizures or any other third-party dispositions relating to the goods that are subject to retention of title or co-owned by VACUUBRAND.

6.7 In the event of default in payment, non-success or recall of a payment made by credit card, cessation of payments, or insolvency of the customer or the end user, the customer's rights under Clause 6.3 shall expire. The customer must then immediately inform the buyer of VACUUBRAND's extended retention of title; he may use the proportional proceeds relating to the assignment only to pay for the delivered goods. VACUUBRAND shall be entitled to collect the assigned receivables itself.

6.8 In the event of customer's culpable breach of contractual obligations, in particular for the cases covered in Clause 6.7, VACUUBRAND shall be entitled to withdraw from the contract and/ or, without withdrawing from the contract, demand the return of any goods subject to retention of title still in possession of the customer and to collect the assigned receivables itself. In order to ascertain the rights of VACUUBRAND, VACUUBRAND shall be entitled to have all of customer's documents/ books concerning the reserved rights of VACUUBRAND examined by a person who is bound to professional secrecy.

## 7 Warranty, Limitation of Liability

7.1 VACUUBRAND warrants that its delivered goods (including any agreed installation) are free of defects at time of transfer of risk. The condition owed, durability, and use of the deliverables is based on the specification, product description, and/or operating instructions agreed upon.

7.2 Should the customer require the delivered goods for purposes other than those agreed, he must take responsibility himself for examining their special suitability for this – also in terms of product safety – and ensure their compliance with all relevant technical, legal or regulatory provisions before the intended use. VACUUBRAND excludes liability for any usability not confirmed by VACUUBRAND. In the case of material or design requirements of the customer, VACUUBRAND shall accept no liability for the suitability or permissibility of the desired materials or designs. Compliance with safety-related and occupational health regulations depends on the location and operating conditions of which VACUUBRAND has no prior knowledge. Action for ensuring compliance shall therefore be the responsibility of the customer or the respective user.

7.3 VACUUBRAND shall not be liable for the consequences of improper handling, use, maintenance and operation of the delivered goods or for the consequences of normal wear and tear, in particular of wearing parts such as membranes, seals, valves, slide valves, condensers, oil as well as breakage of glass and ceramic parts, for the consequences of chemical, electrochemical or electrical influences or in the event of non-observance of the operating instructions.

7.4 If a notice of defect is justified, VACUUBRAND shall initially be obliged only to supplementary performance. Supplementary performance is, at the discretion of VACUUBRAND, either rectification of the defect or delivery of goods free of defects. Further warranty claims shall only apply in the event of rejection, impossibility or failure of supplementary performance.

7.5 The customer must, immediately upon receipt of the goods, inspect them carefully, also in terms of product safety, and notify obvious defects immediately in writing; any hidden defects must be immediately notified upon discovery. The customer must notify the carrier immediately of any transport damage. Failure to observe the inspection and notification obligation shall run any customer claims for defects void.

7.6 VACUUBRAND's liability for slight negligence shall be limited to claims for injury to life, limb or health, to claims under the Produkthaftungsgesetz (German Product Liability Act) or to claims of culpable breach of fundamental contractual obligations through which the purpose of the contract is endangered. Otherwise, its liability for slightly negligent breach of fundamental contractual obligations is limited to the typically occurring damages which VACUUBRAND could have foreseen when the contract was concluded.

7.7 Should the customer use the delivered goods in conjunction with environmentally harmful, toxic, radioactive or otherwise hazardous materials, he must notify VACUUBRAND about any such materials and decontaminate the delivered goods prior to returning them to VACUUBRAND. If the customer does not clean the goods according to the declaration of no health risk, VACUUBRAND may charge the customer for the costs required for the decontamination/cleaning and disposal of the hazardous substances arising in the process. If the device cannot be decontaminated/cleaned even by VACUUBRAND because of existing health hazards for the employees depending on the type of hazardous substances, the entire device must be disposed of as hazardous waste. The costs incurred for this shall be the responsibility of the customer.

## 8 Limitation Period

The warranty period shall be one year and starts from the date of delivery of the goods to the customer. The same shall apply for claims for damages, irrespective of their legal basis. The limitation periods of Section 438 Para. 1 Nos. 1 and 2nd Section 634a Para. 1 No. 2 of the BGB (German Civil Code) shall remain unaffected. Any rights of recourse pursuant to Section 445a BGB (German Civil Code) shall lapse within one year of delivery of the goods to the customer. The restrictions of the limitation periods shall not apply to claims based on fraudulent concealment of a defect, for claims under the Produkthaftungsgesetz (German Product Liability Act) or for damages resulting from injury to life, limb or health and other damages based on intent or gross negligence. The limitation period in respect of replaced or repaired goods shall only commence anew if VACUUBRAND admitted the defectiveness of the replaced or repaired goods.

## 9 Software Use

9.1 If software is included in the scope of a delivery, the customer shall be granted a non-exclusive right to use the software and its associated documentation. It is provided for use on the designated delivery item. The use of the software on more than one system is prohibited.

9.2 The customer may only copy, transfer or translate the software or convert it from object code to source code to the extent permitted by law (Sections 69a et seq. Urheberrechtsgesetz – German Copyright Act). The customer undertakes to refrain from removing manufacturer information, in particular copyright notices, or from changing these without VACUUBRAND's prior express consent or the prior express consent of the software supplier.

9.3 All other rights to the software and the documentation including copies thereof shall remain with VACUUBRAND and/ or the software supplier. Granting of sublicenses is not permitted.

## 10 Assembly

10.1 Assembly costs can be invoiced on a monthly basis. Fixed installation prices shall only cover the agreed work.

10.2 The customer shall provide the following at his own cost and expenses: Lighting, motive power, if necessary compressed air, water, welding current and heating including the necessary connections, electrical installations for connecting the equipment supplied by VACUUBRAND, the necessary devices (such as hoists), lockable space for storing material, tools and clothing during assembly.

## 11 Spare Parts, Maintenance/Repair

11.1 The respective VACUUBRAND list prices apply to spare parts, maintenance, repair and calibration services.

11.2 Insofar as there is an obligation on the part of VACUUBRAND to maintain/supply spare parts, then this obligation shall be limited to a period of five (5) years from the date of delivery. If spare parts are not manufactured by VACUUBRAND, or are no longer available on the market, for example electronic components, or if the raw material for their production is no longer available, the obligation of VACUUBRAND to deliver spare parts shall lapse.

11.3 Maintenance and calibration services can only be provided if the customer has provided the completed health and safety clearance form for the equipment.

## 12 Legal Reservation, Industrial Property Rights, Confidentiality

12.1 VACUUBRAND reserves ownership and all industrial property rights and copyrights to all moulds, tools or other devices, samples, pictures, and business and technical documents produced or provided by VACUUBRAND. This also applies where the customer has wholly or in part taken on the costs hereof. The customer may use these only in the manner agreed with VACUUBRAND. Without VACUUBRAND's written consent, the customer may not himself manufacture contractual objects delivered or have the same manufactured by third parties.

12.2 Insofar as VACUUBRAND delivers goods according to the designs or other requirements specified by the customer (models, patterns etc.), the customer shall be liable to VACUUBRAND by default for ensuring that, through the manufacture and delivery of these goods, the industrial property rights or other rights of third parties are not infringed. If the customer is at fault he shall reimburse VACUUBRAND all damage resulting from any such infringement of rights.

12.3 The customer must keep secret from third parties any knowledge obtained from the business relationship with VACUUBRAND that is not public knowledge.