



**General Terms and Conditions of Sale (GTC)
Hydewa GmbH
Hydewaplatz 1-3
D-95466 Weidenberg**

Status: 01.01.2024

1. General, scope of application

- 1.1. These General Terms and Conditions apply to all our business relationships with our contractual partners. The General Terms and Conditions shall only apply if the contractual partner 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. The General Terms and Conditions shall also apply in their respective version as a framework agreement for future contracts with the same contractual partner without us having to refer to them again in individual cases; in this case, we shall inform the contractual partners immediately of any changes to the General Terms and Conditions.
- 1.3. Our terms and conditions apply exclusively. Conflicting, deviating or supplementary general terms and conditions of the contractual partner shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, in particular even if we fulfil the contract without reservation in the knowledge of conflicting or deviating general terms and conditions of the contractual partner.
- 1.4. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions.

2. Changes and additions

- 2.1. Individual agreements made with the contractual partner in individual cases, including collateral agreements, supplements and amendments, shall take precedence over the General Terms and Conditions. A written contract or written confirmation is authoritative for the content of such agreements.
- 2.2. We reserve the right to make technical changes to the products sold by us that increase or maintain their value and do not result in a functional restriction until delivery. Unless expressly agreed otherwise, we are entitled to determine technical performance characteristics or dimensions in the delivery in compliance with customary tolerance values. The inclusion of customary tolerance values is deemed to be agreed.
- 2.3. Legally relevant declarations and notifications to be made to us by the contractual partner after

conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of cancellation or reduction) must be made in writing to be effective.

- 2.4. Our sales staff are not authorised to make verbal agreements that go beyond the content of the written contract.

3. Conclusion of contract

- 3.1. Our offers are subject to change and non-binding. This shall also apply if we have provided the contractual partner with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents - including in electronic form.
- 3.2. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties; this also applies to all information relating to our goods or other services received since the commencement of contract negotiations. The contractual partner requires our express written consent before disclosing such information to third parties.
- 3.3. The order placed by the contractual partner shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are authorised to accept the contract offer within 12 working days of its receipt by us.
- 3.4. Acceptance can also be declared by delivery of the goods to the contractual partner.
- 3.5. Information within the meaning of para. 1 and in public statements by us, by the manufacturer and its agents (§ 434 para. 1 sentence 3 BGB) shall only become part of the service description if express reference is made to it in the contract.

4. Prices and terms of payment

- 4.1. Our prices are quoted in euros ex works in accordance with Incoterms 2020 excluding Packaging, transport, insurance and plus VAT at the respective statutory rate.
- 4.2. If, after the conclusion of the contract, the factors on which our calculation is based material, operating material, labour or salary costs, a corresponding mutually agreed price adjustment remains possible.
- 4.3. Unless otherwise agreed in individual cases, our current prices at the time the contract is concluded shall apply.

- 4.4. The purchase price is due and payable in cash or by bank transfer within 30 days of invoicing and delivery or acceptance of the goods. Payments shall be deemed to have been made from the date on which the amount is freely available to us. Upon expiry of the above payment period, the contractual partner shall be in default. During the period of default, interest shall be charged on the purchase price at the respective statutory default interest rate.
- 4.5. Other forms of payment require special written agreement. Any costs incurred on both sides shall be borne by the contractual partner.
- 4.6. The deduction of a cash discount requires a special written agreement.
- 4.7. The contractual partner shall only be entitled to rights of set-off or retention to the extent that its claim has been legally established or is undisputed.
- 5. Delivery period and delay in delivery**
- 5.1. Delivery periods shall commence on the date of our delivery commitment, but in no case before clarification of all commercial and technical details and approval of our execution documents by the contractual partner or before receipt of an agreed advance payment.
- 5.2. The delivery deadline shall be deemed to have been met if the transfer of risk has taken place by the time it expires in accordance with Section 7.
- 5.3. Deliveries on call must be called off at least two weeks before the desired date. However, our confirmation of the date shall be decisive. If the goods are not called or scheduled, we shall be entitled, after setting a deadline to no avail, to schedule and deliver the goods ourselves at our reasonable discretion or to withdraw from the outstanding part of the contract.
- 5.4. The specification of performance deadlines is always subject to the contractual partner's cooperation in accordance with the contract. Compliance with our performance obligation requires the timely and proper fulfilment of the contractual partner's obligations. If the contractual partner is in arrears with the payment of an earlier service, we shall be entitled to withhold our services. The contractual partner cannot derive any rights from our justified retention.
- 5.5. If we are unable to meet delivery deadlines for reasons for which we are not responsible, we shall inform the contractual partner of this immediately and notify the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part. A case of non-availability of the service in this sense is in particular the failure of our suppliers to deliver to us on time. This shall also apply if neither we nor our supplier are at fault for the non-availability.
- 5.6. A reminder with a reasonable grace period set by the contractual partner is required for the occurrence of default.
- 6. Scope of services**
- 6.1. Our written order confirmation is decisive for the scope of our obligation to perform. giving. We reserve the right to make changes in design, form and colour based on improvements in technology or legal requirements, insofar as the changes are insignificant or otherwise reasonable for the contractual partner.
- 6.2. If partial services are reasonable for the contractual partner and ultimately have no influence on the planned scope of services and the planned performance period, these can be carried out and invoiced.
- 7. Delivery, transfer of risk, acceptance, default of acceptance**
- 7.1. Unless otherwise stated in the order confirmation, delivery ex works is agreed in accordance with Incoterms 2020, which is also the place of fulfilment.
- 7.2. At the request and expense of the contractual partner, the goods shall be dispatched to the place of destination. Unless otherwise agreed, we shall be free to choose the means and route of transport without being responsible for selecting the fastest or most cost-effective mode of dispatch. The goods shall be delivered unpacked. Any packaging required for rail or carrier transport will be invoiced. We are not obliged to take out insurance. If the contractual partner wishes to take out insurance, we will insure the delivery at his expense against the risks specified by him in writing, provided he notifies us of his insurance request in good time.
- 7.3. Goods notified as ready for dispatch must be accepted immediately. Delivered goods, even if they have minor defects, must be accepted by the contractual partner without prejudice to the rights under Section X.
- 7.4. The risk of accidental deterioration and accidental loss of the goods shall pass to the contractual partner at the latest when the goods are made available (ex-works in accordance with Incoterms 2020). If the goods are dispatched at the request of the contractual partner, the risk of accidental deterioration and accidental loss of the goods as well as the risk of delay shall pass to the carrier, forwarding agent or other person or institution designated to carry out the shipment upon delivery of the goods. This shall also apply if we should exceptionally bear the costs of despatch.
- 7.5. If the contractual partner is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 8. Raw materials and production**
- 8.1. We shall not be liable if the contractual partner provides incomplete or incorrect information, in particular regarding colours, materials, tolerances, surface designs, anchoring reasons, loads, dimensions, required load-bearing capacities, installation areas, traffic routes, etc. Insofar as the manufacture and/or delivery of contractual items is based on information or technical specifications provided by the customer, we shall not be obliged to check these. We are entitled to base the manufacture and delivery of the contractual products on technical data, product descriptions and product features. This shall not constitute a breach of duty on our part.
- 8.2. We are not liable for the use of materials that are not part of the Hydewa system in connection with the contractual items. We are also not liable for the use or handling of contractual items outside the product specifications as stated in the respective data sheets.
- 9. Return of packaging**
- 9.1. "Packaging" within the meaning of these General Terms and Conditions refers to the materials used to package our products. The packaging goods manufactured and sold by us as commercial products do not constitute "packaging" in this sense. The paragraphs of this clause therefore do not apply to the latter.
- 9.2. If the purchaser decides to return packaging, in particular outer and transport packaging, which is subject to Hydewa's take-back obligation, this packaging must be returned to Hydewa's premises.
- 9.3. If this packaging also includes packaging that does not originate from Hydewa deliveries and if the quantity of this packaging exceeds Hydewa's usual dimensions and take-back capacities, Hydewa may refuse to take back this packaging. Hydewa will assess the usual dimensions and capacities.

- 9.4. At Hydewa's request, the purchaser shall provide suitable documents (such as delivery documents) to prove that the returned packaging is from Hydewa's deliveries.
- 9.5. If the returned packaging includes packaging that does not originate from Hydewa's deliveries, the Customer shall be obliged to reimburse Hydewa for the costs incurred for disposal.
- 10. Product use**
Any use or processing of the products supplied by us must be carried out exclusively within the framework and within the limits of our technical operating instructions, the information on the technical data sheets, safety data sheets and assembly instructions. Any use for other purposes, in particular for purposes which the contractual partner undertakes beyond the intended use defined in the operating instructions, shall be exclusively at the risk of the contractual partner.
- 11. Inspection obligation of the customer**
The contractual partner is obliged to check the suitability of the products supplied by us for its specific applications before installation or further processing. We expressly point out that the functionality and usability of the products supplied by us for the intended purposes of our contractual partner must be checked in each individual case. Declarations by Hydewa regarding the suitability of the products supplied by us, in particular regarding the combination with materials specified by the contracting party, shall only be binding if we have expressly confirmed them in writing, by fax or e-mail for the specific intended use. All recommendations made by our company or information contained in the technical data sheets are only based on tests for the general suitability of the product and do not contain any statement for the usability of the products in specific applications, in particular for installations and in combination with other materials.
- 12. Guarantee**
- 12.1. A special purpose of use for the subject matter of the contract shall only be deemed to have been agreed.
The goods shall only be delivered if an express written agreement to this effect has been made between us and the customer.
- 12.2. If no such agreement has been made, we warrant that the subject matter of the contract is suitable for normal use and has a quality that is customary for items of the same type and that the buyer can expect according to the type of item.
- 12.3. Properties are only warranted by us in writing. A mere reference to technical standards only contains a more detailed description of the performance and goods and does not constitute an agreement on the suitability of the goods that goes beyond the usual possible use of the subject matter of the contract.
- 12.4. The buyer is obliged to inspect goods purchased from us for defects immediately after delivery and to notify us of recognisable defects within a period of 5 working days after receipt. In the case of products which the contractual partner intends to process further and/or combine with other products, the contractual partner must carry out a functional test before processing and finishing. In the event of failure to meet the deadline, the customer shall lose any claims for subsequent fulfilment or warranty claims against us. For hidden defects, the statutory regulation of § 377 HGB (German Commercial Code) applies with the proviso that recognised defects must be reported immediately, but at the latest within 5 working days.
- 12.5. The buyer is not authorised to process goods in respect of which defects have been notified without our consent. In the event of further processing, all claims arising due to or as a result of the notified defects or as a result of further processing are excluded in this case.
- 12.6. In any case of a proper notice of defects or any other breach of duty for which we are responsible, we shall be entitled and obliged to remedy the notified defect or any breach of duty by subsequent fulfilment. The customer shall only be entitled to demand a reduction in price or to withdraw from the contract or to demand compensation instead of fulfilment if two attempts at rectification have failed despite a reasonable period of grace.
- 13. Limitation of liability**
- 13.1. We shall be liable without limitation for damage to life, limb and health resulting from a negligent or wilful breach of duty by our legal representatives or our vicarious agents, as well as for damages covered by liability under the Product Liability Act, and for all damages caused by wilful or grossly negligent breaches of contract and fraudulent intent on the part of our legal representatives or our vicarious agents.
- 13.2. Insofar as we have given a guarantee of quality and/or durability with regard to the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damages which are based on the absence of the guaranteed quality or durability but which do not occur directly on the goods if the risk of such damage is clearly covered by the quality and durability guarantee.
- 13.3. We are also liable for damages caused by simple negligence, insofar as this negligence concerns the breach of such contractual obligations, the fulfilment of which is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damages are typically associated with the contract and are foreseeable. Otherwise, we shall not be liable for simple negligent breaches of secondary obligations that are not essential to the contract. The limitations of liability contained in sentences 1 - 3 shall also apply insofar as the liability for legal representatives, executive employees and other vicarious agents is concerned.
- 13.4. Any further liability is excluded regardless of the legal nature of the claim asserted. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
- 14. General limitation period**
Claims that are subject to the regular three-year limitation period expire two years after they arise. The limitation period for claims arising from guarantees, fraudulent intent, unauthorised action or from product liability law as well as from injury to life, limb or health or due to damage caused by gross negligence or intent remains unaffected. In this respect, the statutory limitation periods shall apply
- 15. Retention of title**
We reserve title to the goods sold until all current and future claims arising from the purchase contract and the ongoing business relationship have been paid in full. This shall also apply if claims are included in a current invoice and the balance has been struck and recognised. The contractual partner is obliged to treat the delivered goods with care and to insure them against the usual risks (fire, water, storm, theft).

16. Choice of law and place of jurisdiction

- 16.1. For these terms and conditions and the entire legal relationship with the contractual partner shall be governed exclusively by the law of the Federal Republic of Germany, including the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.2. If the contractual partner is a merchant within the meaning of the German Commercial Code, a legal entity of public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Weidenberg. However, we are also entitled to bring an action at the general place of jurisdiction of the contractual partner.
- 16.3. Should individual provisions be invalid or should the terms and conditions contain loopholes, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the valid provision that corresponds to the meaning and purpose of the invalid provision shall be deemed to have been agreed. In the event of loopholes, the provision that corresponds to what would reasonably have been agreed in accordance with the meaning and purpose of the Terms and Conditions if the parties had considered the matter from the outset shall be deemed to have been agreed.

17. Scope of application

The above terms and conditions apply from 01.01.2024.

Registered office of the company:
Hydewa GmbH, Hydewaplatz 1-3,
95466 Weidenberg

Managing Director: Harald Gradwohl
Tyler Pinney

Register court: Local court Bayreuth HRB 2971
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