

# Terms & Conditions

Issue: 11.04.2025  
Status / Revision 2  
Side 1 from 3



## 1. General Provisions

1.1 The following terms and conditions apply to all our offers and all contracts concluded with us, including consultations and other contractual services or pre-contractual negotiations, unless otherwise agreed in writing. General terms and conditions of the customer are not valid, they are hereby expressly contradicted.

1.2 Our offers are subject to change. Our order confirmations or confirmation letters are decisive for the content of the contract. Oral and telephone declarations by our representatives and employees and ancillary agreements are only effective and binding after they have been confirmed as such in writing.

1.3 Illustrations, drawings, weights, descriptions, etc. in quotations, price lists and other general printed matter are created or determined in the best possible way, but only approximately, unless they are expressly designated as binding. We reserve the right to copyright, copyright or other (intellectual property) property rights in cost estimates, drawings and other documents. They may not be made available to third parties, in particular competing companies. Upon request, drawings and other documents must be returned to us upon first request.

1.4 We reserve the right to accept an order in any case, despite a previous offer.

## 2. Offer/Offer Documents

2.1 Our offers are subject to change, unless otherwise stated in the order confirmation. This also applies to information in brochures and advertisements, etc. Declarations of acceptance and all orders require written or telex confirmation (fax or e-mail) on our part in order to be legally effective.

2.2 If the offer is made by RESA, RESA will be bound by this offer for 14 days from the date of the offer.

2.3 We have the property rights, copyright or other (intellectual property) property rights to illustrations, drawings, weights and dimensions as well as other documents. This also applies to such written documents that are designated as "confidential". Before they are passed on to third parties, the customer requires our express written consent. The documents must be returned to us on request.

## 3. Deliveries and delivery times

3.1 The delivery period begins on the day of our order confirmation, but not before all details of the order have been completely clarified and not before any necessary official approvals and other documents to be procured by the customer have been submitted. In this case, the delivery period begins on the day of receipt of these documents. Without timely clarification and approval of the plans and without compliance with the agreed payment terms on the part of the customer, we are not bound by the contractual delivery period.

3.2 Correct and timely self-delivery by our suppliers is reserved.

3.3 Have we occurred due to force majeure, strikes, lockouts or unforeseen events that could not be avoided despite the precautionary measures that could reasonably be expected, regardless of whether in our company or at a supplier, such as operational disruptions, national and/or international measures to contain and/or prevent the further spread of communicable diseases within the meaning of the Infection Protection Act (IfSG) or other health restrictions or suffering, official interventions, energy or raw material shortages (events), partially or completely prevented from fulfilling our delivery obligation, the delivery period shall be extended in an appropriate manner. If such obstructive events subsequently make delivery impossible or unreasonable for us, we are entitled to withdraw from the contract in whole or in part. Withdrawal on the part of the buyer is excluded in these cases.

3.4 Partial deliveries at the request of the customer will be made by us at our discretion with or without proportionate shipping costs.

3.5 In the event of our delay in delivery, the customer must in any case set us a reasonable grace period and remind us of the service still to be performed.

3.6 In the event of delay in delivery due to our fault and if the customer suffers damage due to delay as a result, he may demand compensation for delay in the amount of the damage to be proven by him and foreseeable at the time of conclusion of the contract, a maximum of 0.5% of the remuneration for each full week of delay, but in total no more than 5% of the remuneration of that part of the delivery that cannot be used for its intended purpose due to the delay.

3.7 If the shipment is delayed at the request of the buyer or through the buyer's fault, he will be charged the costs incurred by storage, starting 10 days after the notification of readiness for shipment. Subject to higher costs, we charge a lump-sum compensation per calendar day of 0.1% of the remuneration, but a maximum of 5% of the remuneration in total and limited to the damage to be expected in the normal course of events. In this case, the risk of accidental loss or accidental deterioration shall pass to the customer after notification of readiness for delivery.

## 4. Fulfilment

4.1 Our delivery or performance obligation shall be deemed to have been fulfilled if the delivery items are completed and ready for dispatch, the execution complies with the contractual provisions and the readiness for dispatch is indicated to the customer.

4.2 We can only take into account changes in the construction of the delivery item requested by the customer after order confirmation free of charge to the extent that we do not incur any additional costs as a result of the change. Changes made after fulfilment at the request of the customer will be invoiced without exception.

## 5. Prices and payment terms

5.1 Our prices are ex delivery point plus the applicable statutory value added tax. For all orders, proportionate shipping costs such as postage, packaging and loading at the factory will be charged separately to the customer.

5.2 All payments are to be made free of charge to our paying agency without deductions, unless special agreements have been made:

- 30% of the order value upon order confirmation
- 30 % of the order value upon delivery or start of assembly or notification of readiness for shipment
- 30 % at commissioning
- 10% upon acceptance by the client, but no later than 30 days after commissioning.

Agreements deviating from these are considered special conditions and must always be agreed in writing.

5.3 Offsetting is only permissible against us with claims that have been recognized or legally established by us. Rights of retention are excluded unless they are based on the same contractual relationship. However, if there is a right of retention, payments by the Purchaser may only be withheld until the counterclaims have been settled to the extent that is proportionate to the counterclaims.

5.4 If the payment date is exceeded, we charge interest in the amount of 1% per month without the need for a formal notice of default. If the customer is in default of payment or if circumstances become known after the conclusion of the contract that call his creditworthiness into question, we are entitled to make all outstanding claims, including those for which bills of exchange have been given, immediately due and to execute outstanding deliveries with the lapse of the payment deadline only against advance payment or sufficient security. Any further claims to which we are entitled remain unaffected.

## 6. Ownership

6.1 We reserve title to the delivery item until all of our claims against the customer or its group companies arising from the business relationship, including any future claims arising from contracts concluded at the same time or at a later date, have been settled.

6.2 If we provide the purchaser with the means to pay the purchase price by approving to the purchaser a bill of exchange issued by us and

# Terms & Conditions

Issue: 11.04.2025  
Status / Revision 2  
Side 2 from 3



accepted by the purchaser for discounting (bill of exchange cheque procedure), ownership of the goods shall not be transferred to the purchaser until the bill of exchange has been redeemed by the purchaser and we are thus released from bill of exchange liability.

6.3 The customer carries out any processing or processing for us without any obligations arising from it. If the customer processes goods subject to retention of title with other goods, we shall be entitled to co-ownership of the new products in proportion to the value of the processed goods subject to retention of title to the other goods at the time of treatment or processing. The customer transfers his co-ownership shares arising from the combination, mixing or mixing of the delivered goods with other goods to us hereby. We accept this transfer. The customer will possess and store the products as a custodian for us with commercial care.

6.4 Upon request, the customer will provide us with information at any time about the inventory and condition of items in his possession and in our sole or joint ownership and shall mark these items.

6.5 The Purchaser may only sell the delivered goods and the products resulting from their treatment or processing, their combination, mixing or mixing in the ordinary course of business under retention of title. The Purchaser shall assign the claims to which the Purchaser is entitled from the resale, further processing or any other legal basis relating to the goods subject to retention of title to us as security in the amount of the value of the resold goods or the proceeds of the sale if the latter does not reach the value of the goods. We take these

Transfer. At our request, the customer is obliged to notify his customers of the assignment and to provide us with the information and documents necessary to assert his rights upon first request. As long as the customer fulfils his obligations, he is authorised to collect the assigned claims. If he is in default, he must immediately pay us the amounts received on the assigned claims. The Supplier's other claims arising from the Purchaser's default shall not be affected by this. If the value of the fuses exceeds our claim by more than 25%, the customer is entitled to demand the release of the fuses in this respect.

6.6 Transfers of title by way of security and pledges of the goods subject to retention of title and other dispositions that endanger our rights are not permitted. The Purchaser must notify us immediately of any actual or legal access by third parties to the goods subject to retention of title or the assigned claims, as well as of the loss or damage to the goods subject to retention of title, by handing over the documents necessary for the intervention. The costs of the intervention are borne by the customer.

6.7 The customer is obliged to insure the delivered goods and the products made from them against accidental deterioration or accidental destruction, including the risk of fire and theft, and to provide us with proof of the conclusion of the insurance upon first request.

6.8 The authorisation to process, transform or combine the delivered goods with other movable property in accordance with Clause 5, as well as the right to resell the goods subject to retention of title and to collect the assigned receivables, may be granted by us in the event of breach of contract on the part of the Purchaser, in the event of a significant deterioration in assets or in the event of insolvency or over-indebtedness of the Purchaser, or as soon as the latter is in default with the payment of receivables arising from the business relationship. can be revoked.

## 7. Assembly

7.1 If we take over the execution of the assembly, our special assembly conditions apply. If these are not attached to our order confirmation, the installation conditions can be found on our website.

7.2 If we have taken over the installation, even in the case of lump-sum billing, earthwork, masonry and carpentry work as well as the necessary tools, hoists, scaffolding, materials, electricity and water are not part of our deliveries.

## 8. Shipping, transfer of risk

8.1 Shipping is done at our discretion. The shipment is insured by us against breakage, transport and fire damage at the expense of the customer, unless otherwise agreed in writing.

8.2 The risk passes to the buyer, even in the case of agreed carriage-free delivery, as soon as the delivery has left our warehouse or other intended place of dispatch. If the shipment of the goods is delayed by the customer or his representative, the risk of loss or deterioration of the goods passes to the buyer on the day of readiness for shipment.

## 9. Test methods, quality

9.1 For examinations of the delivery item, the test methods usually used by us apply, whereby the standards of the DIN German Institute for Standardization e.V. are generally used. The quality assurance of our material takes place in the form of the quality controls that we constantly carry out at our headquarters.

9.2 Certificates of material testing of any kind are issued by us only by written agreement, on the basis of the quality controls carried out by us at our headquarters on an ongoing basis at our headquarters. In case of doubt, only a "factory certificate" will be issued.

9.3 A quality control carried out does not replace the obligation of the other party to inspect and complain. The other party is responsible for complying with legal, official or other rules and regulations in the use of our deliveries, services, etc.

9.4 It is the responsibility of the other party to use our deliveries, services, etc. properly, to store them properly if necessary and to protect them from incompatible influences. The wear and tear typical of the contract excludes a breach of duty by us.

9.5 In the case of export by the other party to other countries, including processing by it, we are not liable for the exportability of our deliveries, services, etc., as well as the freedom of approval and import into the exporting countries, unless we have given such promises in writing.

## 10. Liability for defects

We shall be liable for defects in the delivery for which the lack of warranted properties is also missing, unless the customer has arbitrarily arranged for changes and repair work on the delivery item, to the exclusion of further claims as follows:

10.1 All those parts are to be repaired or redelivered free of charge at our discretion that can be proven to become unusable within 6 months (within 3 months in the case of multi-shift operation) after the transfer of risk as a result of a circumstance prior to the transfer of risk due to faulty construction, poor material or defective workmanship, or whose usability has been significantly impaired as a result. The discovery of such defects must be communicated to us immediately in writing. We are not liable for compensation for follow-up costs, e.g. assembly costs for the installation and removal of such parts, downtime costs, etc. If the shipment of the delivery item is delayed through no fault of our own, the liability for defects expires no later than 12 months after receipt of the notification of readiness for shipment. Replaced parts become our property. We are not responsible for any shortcomings other than those mentioned here.

10.2 Our liability for any defects shall expire if the customer fails to comply with the contractual obligations incumbent upon him, in particular if he does not comply with the agreed terms of payment.

10.3 The customer must grant us the necessary time and opportunity to carry out all orders that we deem necessary as well as to deliver replacements or spare parts. If this is refused, we are exempt from liability for defects.

10.4 The Purchaser shall be entitled to withdraw from the contract or to demand a reduction of the remuneration if we allow a reasonable grace period for repair or replacement delivery to expire fruitlessly due to an existing defect due to our fault or if repair or replacement delivery is finally rejected by us without justification or has finally failed.

10.5 No guarantee is given for the suitability of our goods for a specific purpose if the specific possibility of use does not result from written instructions attached to the goods or if the suitability for a specific purpose has not been expressly affirmed by us in writing. In any case, the customer is obliged to check the suitability of our goods for the intended purpose in detail in advance.

# Terms & Conditions

Issue: 11.04.2025  
Status / Revision 2  
Side 3 from 3



10.6 No warranty is given for damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, defective construction work, unsuitable equipment or as a result of influences of temperature, weather, electrochemical, chemical or electrical nature, unless these are due to our fault.

10.7 We or our vicarious agents are only liable for damages that occur in the context of the warranty due to breach of ancillary contractual obligations, due to errors in advice, from tort, due to culpable violation of the obligation to rectify or resupply for any other legal reason, if we have intent or gross negligence. In commercial transactions, claims for damages are excluded even in the absence of warranted characteristics if the assurance was not exactly intended to avoid consequential damages.

10.8 If we do not recognise notices of defects made in good time, the purchaser's right to assert claims arising from a defect shall expire in 6 months from the time of the timely complaint, but no earlier than one year after delivery or upon expiry of the warranty period, if such a period has been agreed.

10.9 For chains, wire ropes, conveyor belts, motors, couplings and other third-party products, we only assume the liability that the manufacturers have assumed towards us, but we are liable for the correct selection and calculation of these third-party products. We only assume liability for the good functioning of our systems if the installation is carried out by our special fitters.

## 11. General liability

11.1 Claims for damages of any kind against us or our vicarious agents - in particular due to breach of ancillary contractual obligations, negligence at the conclusion of the contract, tort - are excluded unless we have intent or gross negligence or an exclusion of liability is not legally permissible for other reasons.

11.2 In all cases in which liability cannot be excluded in commercial transactions in the event of gross negligence or in these and non-commercial transactions even without gross negligence, but the amount can be limited, liability is always limited to the proven damage foreseeable at the time of conclusion of the contract, but at most to the sales price

of the product supplied by us to which the claims for damages relate or from which they result.

11.3 Insofar as liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, employees, employees, representatives or other vicarious agents.

## 12. Place of Performance, Place of Jurisdiction, Applicable Law, Miscellaneous

12.1 The place of performance for delivery and payment is Saarwellingen.

12.2 We are entitled to collect, store, change, transmit or use data of the customer that we have received from the business relationship, insofar as the other party can dispose of it itself.

12.3 The place of jurisdiction for all disputes - including bills of exchange and cheque actions - is Saarwellingen, provided that the buyer is a registered merchant, a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in Germany. We are also entitled to sue at the buyer's registered office at our option.

12.4 The contractual relationship is subject to German law. The applicability of the United Nations Convention on the International Sale of Goods (CISG) in the current version is excluded.

12.5 Legal invalidity of individual parts of the contract or individual contractual provisions outside of these General Terms and Conditions of Business, Delivery and Payment does not affect the legal validity of the contract in all other parts. In this case, the contracting parties are obliged to replace an invalid provision with one that comes as close as possible to the economic purpose of the invalid provision and is effective. In this case, the statutory provision shall apply insofar as a supplementary interpretation of the contract is required for the purpose of filling the gap.

12.6 The above terms and conditions of delivery shall also apply to any follow-up transactions.