

## **SOLASTUR: GENERAL SALES CONDITIONS**

### **§ 1 Scope of application**

1. These conditions of sale apply exclusively to companies, or legal persons. We will only acknowledge terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale, if we expressly accept their validity in writing.
2. These terms and conditions of sale shall also apply to all future transactions with the customer, insofar as they are related to legal transactions (as a precaution, the terms and conditions of sale must in any case be attached to the Proforma Invoice).
3. Individual agreements concluded with the purchaser in individual cases (including guarantee agreements, supplements and amendments) shall in any case take precedence over these Conditions of Sale. In the absence of proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

### **§ 2 Documents delivered**

1. We reserve the ownership and copyright of all documents provided to the buyer in connection with the execution of the order - even in an electronic form - such as calculations, drawings, etc. These documents may not be made available to third parties unless we give the customer our express written consent. As far as we do not accept the customer's offer within 2 weeks, these documents must be returned immediately.

### **§ 3 Prices and payment**

2. Unless otherwise agreed in writing, our prices are EX Works, without packaging, plus the value of the added tax based on the total sales price. Packaging costs shall be invoiced separately.
3. When the sales procedure takes place outside the country of the office, the corresponding VAT is not applicable.
4. Unless otherwise agreed, the purchase price is in advance. Payment of the purchase price shall be made exclusively to the account indicated on the back. The deduction of a discount is only permitted with a special written agreement.
5. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wages, materials and distribution costs for deliveries taking place 3 months or more after conclusion of the contract.

## **§ 4 Delivery time**

1. The start of our delivery time is valid from the delivery of our order confirmation.
2. We shall not be liable in the event of a delay in delivery caused intentionally or by gross negligence on the part of the supplier and/or manufacturer.
3. We are not liable in case of a delay in delivery caused by force majeure such as pandemics, weather elements and war.

## **§ 5 Transfer of risk in shipping**

1. If the goods are sent to the customer at his request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer when the goods are sent to the customer, at the latest when they leave our warehouse. This applies irrespective of whether the goods are dispatched from the place of performance or whether the freight costs are borne by the customer.

## **§ 6 Retention of title to goods**

1. If payments are still outstanding, we reserve the right of ownership of the goods delivered until all claims under the delivery contract have been paid in full. This also applies to all future deliveries, although we do not always expressly refer to this. We shall be entitled to take back the purchased item if the customer acts in breach of contract.
2. The buyer is entitled to resell the goods subject to the reservation of title in the normal course of business.

## **§ 7 Warranty and notification of defects**

1. Claims for defects shall become time-barred on the basis of the manufacturer's warranty after delivery of the goods to the customer.
2. No warranty shall apply to the sale of used goods and/or wearing parts.
3. If, despite all due care, the delivered goods show a defect that was already present at the time of the transfer of risk, we shall repair the goods or deliver replacement goods at our discretion, provided that the defects are notified in time. We must always be given the opportunity for subsequent action within a reasonable time. Claims for recourse shall not be affected by the above provision without restriction.
4. Claims for defects shall not exist in the event of an insignificant deviation from the agreed quality, in the event of an insignificant deterioration in the capacity for use, in the event of natural wear and tear, as well as in the event of damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences not provided for in the contract. If repair work or improper modifications are carried out by the customer or third parties, there will be no claims for defects for these and the resulting consequences.

5. Claims by the customer for expenses necessary for subsequent performance, in particular transport, travel, labour and material costs, are excluded if the costs increase because the goods delivered by us have been subsequently taken to a location other than the customer's branch office, unless the transfer corresponds to their intended use.

## **§ 8 Miscellaneous**

1. This contract and all legal relations between the parties are subject to the law of the country of the selling office, (excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG)).
  - The Kingdom of Spain
  - Federal Republic of Germany
2. The place of performance and exclusive jurisdiction and for all disputes arising from this contract is our headquarters, unless otherwise stated in the order confirmation
3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.