

1. **General, area of application** The following conditions apply to all business relationships with Pfaff GmbH (hereinafter referred to as Pfaff). They only apply to entrepreneurs. Entrepreneurs within the meaning of these conditions are natural and legal persons or partnerships with legal capacity, with whom business relationships are entered into and who act in the exercise of a commercial or self-employed professional activity. The conditions apply in particular to all future transactions, even if no express reference is made to them and regardless of whether Pfaff manufactures the goods itself or buys them from suppliers.
- 1.1
- 1.2 Conflicting, deviating or supplementary general terms and conditions of our customers are non-binding even if Pfaff does not expressly object to them.
- 1.3 Our terms and conditions also apply exclusively if we carry out the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
- 1.4 All changes to the content of the contract must be in writing.
2. **Conclusion of contract and scope of delivery** Our offers are subject to change and non-binding. We are only bound by our written order confirmation. The order confirmation will be issued by Pfaff as soon as the content of the contract/scope of delivery between the contracting parties has been determined in all the necessary details. If there is no written confirmation, the order is deemed to have been accepted when the goods are handed over to the customer or the respective carrier. We reserve the right to make changes to the design and/or form and/or design and to make technical changes, and do not entitle the customer to object or to withdraw, provided that the changes are reasonable for the customer, taking Pfaff's interests into account.
- 2.1
- 2.2
- 2.3
- 2.4 Documents belonging to the offer such as illustrations, drawings, calculations, weights and dimensions, samples and specimens are to be treated confidentially, even if they are non-binding display items and dimensions. Disclosure to third parties is only permitted with our express consent.
3. **Delivery periods and delays in delivery** Delivery dates and delivery periods generally begin with the dispatch of the order confirmation, but never before all technical details have been clarified and before we have received any documents, approvals or releases that the customer may have to provide.
- 3.1
- 3.2 If changes are made to the delivery item at the request of the customer after the order has been accepted, the originally agreed delivery period will be extended accordingly.
- 3.3 If we are unable to meet binding delivery times for reasons for which we are not responsible (war, riots, natural disasters, traffic disruptions, shortage of raw materials, failure of the energy supply, destruction of our company or important parts of the company and other comparable operational disruptions for which we are not responsible), we are entitled to postpone the delivery period. This also applies if such circumstances occur at commissioned suppliers. If the customer is informed immediately that the delivery cannot be made or cannot be made in full for the aforementioned reasons, the customer is excluded from withdrawing from the contract and from claiming damages. If the service is also not available within the new delivery period, both parties have the right to withdraw from the contract.
- 3.4 If Pfaff has concluded a congruent hedging transaction with a sub-supplier and the sub-supplier does not meet its delivery obligation, Pfaff is entitled to withdraw from the contract.
- 3.5 If we are in default of delivery, the customer is entitled, after a reasonable period of grace has expired without result, to withdraw from the contract or to demand a reduction in price with a threat of refusal.
- 3.6 If the delay in delivery is due to an intentional or grossly negligent breach of duty for which we are responsible, we shall be liable in accordance with the statutory provisions. In other cases, the customer can assert claims for damages. In addition to the service, the lump sum for damages is limited to 5% of the delivery value of the goods delivered late. If the customer demands compensation instead of performance, this claim is limited to the foreseeable, contract-typical damage.
- 3.7 If delivery is impossible, the customer's claims for damages in addition to or instead of performance are limited to 5% of the value of that part of the delivery that cannot be used due to the impossibility of performance. Any further claims of the customer are excluded. This limitation does not apply if liability is mandatory in cases of intent, gross negligence or due to injury to life, limb or health.
4. **Delivery and transfer of risk** Delivery is made EXW Waldkirch (Incoterms 2020) unless otherwise stated in the order confirmation. For deliveries to countries outside the European Union, unless otherwise agreed, the delivery agreement FCA Waldkirch (Incoterms 2020) applies.
- 4.1
- 4.2 Unless otherwise agreed, Pfaff is entitled to determine the carrier itself. The purchaser's bearing of costs and risk remain unaffected by this.
- 4.3 The risk of accidental loss and accidental deterioration of the goods is transferred to the customer when the goods are handed over. In the event that FCA has agreed, the risk passes to the customer upon delivery of the goods to the forwarding agent, carrier or other person responsible for carrying out the shipment. In the case of partial deliveries, this rule applies accordingly. The handover is the same if the customer is in default of acceptance.
- 4.4
- 4.5 Insurance against damage in transit is only provided upon agreement and only at the expense of the customer. Used packaging will be taken back. Any postage or return costs incurred are to be borne by the customer.
5. **Prices and terms of payment for plastic items** Unless otherwise agreed, our prices in the order confirmation are binding and apply ex works in €.
- 5.1
- 5.2 Payments are due immediately upon delivery of the goods, regardless of invoicing or receipt of the invoice.
- 5.3
- 5.4 The purchase price is to be paid within 10 days less a 2% discount or within 30 days net. The customer is in default if he does not make payment within 30 days of delivery or invoicing. Irrespective of this, the customer is in default if a reminder is sent. Default interest is 8 percentage points above the base interest rate. If we are in a position to prove no higher damage caused by delay, we are entitled to assert this.
- 5.5 Offsetting against counterclaims is excluded unless the counterclaim is undisputed or has been legally established. The customer can only exercise a right of retention if his counterclaim is based on the same contractual relationship.
- 5.6 If after the conclusion of the contract there is a significant deterioration in the financial situation of the customer or if we only become aware of a previously occurred deterioration in the financial situation after the conclusion of the contract, we are entitled to demand either advance payment or security deposit at our own discretion.
- 5.7 If the customer does not accept the goods, we are entitled, after setting a reasonable period of grace, for which 14 days are usually sufficient, to withdraw from the contract and/or to demand compensation for non-performance. Both parties have the right to prove higher or lower damage Reserved.
- 5.8 The implementation of the necessary elimination of defects is carried out exclusively by us. The customer is therefore obliged to send us the defective goods at our expense upon request.
6. **Prices and terms of payment for tool molds** In the case of tool molds, we are entitled to request a down payment of 50% of the order value upon conclusion of the contract. Unless otherwise agreed in individual cases, payment must be made as follows: down payment 1 within 14 days after receipt of our order confirmation, down payment 2 within 14 days after delivery of the initial sample, final invoice within 14 days after production release, but no later than 30 days after delivery of the first sample.
- 6.1
- 6.2 If the option has been agreed that down payments are secured by bank guarantees, this can only be granted for payment amounts of more than €100,000.00. Insofar as we guarantee the functionality of tool molds in each individual case for a specific number of shots or for a specific period of time, this means that the tool mold is fundamentally suitable for normal use to produce the specified number of parts or during the specified period of time.
- 6.3 A guarantee of consistent quality or dimensions of the parts produced is not associated with this. The statutory liability for defects, to which Sections VII and VIII below apply, remains unaffected. Unless otherwise agreed, the promise of the minimum functional period ends when the number of shots is reached, but at the latest when the agreed period of time expires. In the event of early termination, cancellation or other amicable termination at the instigation of the client, we are entitled to bill the client for our previous services based on the ratio of the value of the service rendered to the value of the total service.
- 6.4 We are entitled to charge an appropriate annual storage fee for tools that are no longer in operation and are stored by us. The rent is agreed in advance with the customer agreed.
7. **Notice of Defects and Liability for Defects** Unless otherwise specified in the following, the statutory provisions apply to the customer's rights in the event of material defects and defects of title.
- 7.1
- 7.2 The customer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (§377 HGB). Obvious defects must be reported to us in writing immediately, at the latest within 14 calendar days of receipt of the delivery item; otherwise the assertion of the claim for defects is excluded. Deadline is sufficient for the timely dispatch. The customer bears the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the point in time at which the defect was discovered and for the timeliness of the notice of defects. or by delivering a defect-free item (replacement delivery). We shall bear any costs incurred as a result, in particular labour, travel, material and transport costs. We only assume installation and removal costs if the prerequisites for fault-based liability for damages are met.
- 7.3
- 7.4 If the subsequent performance has failed or a reasonable deadline to be set by the customer for the subsequent performance has expired without success, or the remedy of the defect / replacement delivery fails in any other way, the customer is entitled to withdraw from the contract or to demand a corresponding reduction in the purchase price. In the case of an insignificant defect, however, the customer has no right of withdrawal.
- 7.5 If the customer asserts claims for damages due to defects, the liability regulations according to VIII.
- 7.6 The limitation period for claims for defects is one year from the transfer of risk of the delivery item. This period does not apply to claims for damages by the customer resulting from injury to life, limb or health or from intentional or grossly negligent breaches of duty on the part of Pfaff or its vicarious agents, which are time-barred in accordance with the statutory provisions.
- 7.7 The customer does not receive any guarantees from us in the legal sense. Manufacturer guarantees remain unaffected.
8. **Liability**
- 8.1 In the event of a breach of contractual and non-contractual obligations, we are liable in accordance with the relevant statutory provisions. We are liable for damages - for whatever legal reason - in the event of intent and gross negligence. The same applies if our representatives or vicarious agents are charged with intent or gross negligence. Otherwise, liability is excluded unless liability is mandatory due to culpable violation of essential contractual obligations. In this case, however, our liability is limited to compensation for the foreseeable, contract-typical damage. The same limitation applies in cases of gross negligence.
- 8.2 Our liability for culpable injury to life, limb or health remains unaffected. The same applies to mandatory liability under the Product Liability Act.
- 8.3 With regard to liability for delay, reference is made to the regulations under III. referred.
- 8.4 The limitation period for customer claims for damages due to a defect is one year from the transfer of risk of the delivery item. This period does not apply to claims for damages by the customer resulting from injury to life, limb or health or from intentional or grossly negligent breaches of duty on the part of Pfaff or its vicarious agents, which are time-barred in accordance with the statutory provisions.
9. **Retention of title**
- 9.1 delivery item remains our property until all claims arising from the business relationship between Pfaff and the customer have been settled. The customer may neither pledge the delivery item before ownership has passed to him nor may it be assigned as security.
- 9.2 The customer must inform us immediately in writing if and to the extent that third parties access the goods belonging to us or if there is a risk of any other impairment.
- 9.3 If the customer behaves in breach of contract, in particular non-payment of the purchase price due, we are entitled, if we have set the customer a reasonable deadline for performance without success, to withdraw from the contract and to demand the return of the delivery item. The customer is obliged to return it immediately.
- 9.4 The customer may process or sell the goods to which we have reserved ownership in the ordinary course of business, unless he is in default of payment or has stopped making payments. In the event of processing, mixing, blending or connection, it has already been agreed that we are entitled to co-ownership of the new goods or quantity of goods created by the processing, mixing, mixing or connection that corresponds to the value of the reserved goods in relation to the value of the other goods corresponds to the items involved in the processing, mixing, blending or connection. The customer keeps the new item created by processing or the total quantity of the mixed, blended or connected items for us. If the customer sells goods subject to retention of title, he hereby assigns to us the rights he is entitled to from the sale against his customers with all ancillary rights, securities and retention of title until all our claims have been settled.
- 9.5 The customer remains authorized to collect the claim alongside us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, does not default in payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in his ability to pay. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all the information required for collection, hands over the relevant documents and informs the debtors of the assignment.
10. **Place of performance and place of jurisdiction, applicable law**
- 10.1 Place of performance for deliveries and payments is Waldkirch.
- 10.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, or if he does not have a general place of jurisdiction in Germany, the exclusive place of jurisdiction for any disputes arising from this contract is our place of business. However, we are also entitled to sue at the customer's registered office.
- 10.3 The legal relationships between the customer and us are exclusively subject to the law of the Federal Republic of Germany. International sales law (UN sales law) or other international law is excluded to the extent permitted by law.
- 10.4 The contract language is German. The German version of these conditions is authoritative.
11. **Effectiveness of the terms and conditions**
- Should one or more points of these terms and conditions be or become ineffective, this does not affect the effectiveness of the remaining points and the effectiveness of the contract in its entirety. The invalid provision shall be replaced by a provision whose effect comes as close as possible to the economic objective pursued by the contracting parties with the invalid provision. § 139 BGB is excluded.