

GENERAL TERMS & CONDITIONS

1. General Info; Scope of Applicability
 - 1.1 These General Terms & Conditions apply to all our business relationships with our customers (hereinafter: Buyers). These General Terms & Conditions only apply if the Buyer is an entrepreneur (as defined in § 14 of Germany's Civil Code), a public-law entity or a special fund under public law.
 - 1.2 These General Terms & Conditions apply in particular to agreements regarding the sale and/or supply of movable property (hereinafter: goods), regardless of whether we produce the goods ourselves or buy them from suppliers (§§ 433, 651 of the Civil Code).
 - 1.3 We shall have the right to send order confirmations, invoices and reminders via e-mail, including as PDF files.
 - 1.4 These General Terms & Conditions (as amended) constitute a framework agreement, including for future agreements concerning the sale and/or supply of movable property to the same buyer, without our having to repeatedly refer back to them in each individual instance; we will notify the Buyer immediately of any amendments to our General Terms & Conditions.
2. Buyer's General Terms & Conditions

Our General Terms & Conditions shall apply exclusively. General terms & conditions of the Buyer which differ, contradict or complement these General Terms & Conditions do not apply, unless it is individually agreed in a given instance that they do apply. If we, in full knowledge of the Buyer's general terms & conditions, unconditionally supply the Buyer, it shall not be deemed that that constitutes an agreement.
3. Offers and Prices; Offer Documents: Ownership Rights and Copyright
 - 3.1 Our offers are subject to alteration and non-binding. However, we shall be bound by the prices shown in the offer for a period of four weeks after the offer date.
 - 3.2 Basically our prices refer to the sales units shown in our offers and pricelists as a minimum purchase per delivery plus value-added tax.
 - 3.3 We retain copyright and ownership rights to all offer documents. Third parties must not be given access to offer documents.
4. Placing Orders; Confirmation
 - 4.1 When the Buyer orders goods (places an order), this shall be deemed a binding contractual offer. Unless the order indicates otherwise, we are entitled to accept the contractual offer within 14 days of receiving the order.
 - 4.2 Order acceptance (conclusion of a contract) may be carried out in writing (e.g. via order confirmation) or by delivering the goods to the Buyer.
 - 4.3 If, after conclusion of a contract, the Buyer demands complete or partial amendment of the contract and/or delivery, we must be compensated for the resulting direct costs and delays.
 - 4.4 Any arrangements or commitments made by our employees after conclusion of a contract must be confirmed in writing by our senior management before they can be deemed legally binding.
5. Delivery Deadlines; Delivery Delays
 - 5.1 Delivery deadlines shall be agreed individually or indicated by us as part of order acceptance. In all other instances, the delivery deadline is approximately three weeks after the order confirmation is sent.
 - 5.2 If we are unable to keep to delivery deadlines for reasons for which we are not responsible (goods/services unavailable), we will notify the Buyer immediately and at the same time indicate a new anticipated delivery deadline. If the goods/services are still unavailable in the period up to the new delivery deadline, we are entitled to withdraw fully or partially from the contract; we will immediately reimburse the Buyer for any payment already made. As defined herein, goods/services unavailable means in particular failure of our suppliers to supply in a timely manner if we have drawn up a congruent covering transaction, or if neither we nor our suppliers are culpable, or if in an individual instance we are not under any procurement obligation.
 - 5.3 Delivery delays are defined in the relevant legislation. In all cases the Buyer must provide a warning.
 - 5.4 The Buyer's rights as defined in Section 8 of these General Terms & Conditions and all the Buyer's statutory rights (e.g. the right to claim damages due to a delivery delay) and our statutory rights (particularly if our duty to deliver does not apply, e.g. because supplying the goods/services and/or subsequent fulfillment is impossible or cannot reasonably be expected) shall remain unaffected.
6. Place of Fulfilment; Delivery; Transfer of Risk; Delayed Acceptance
 - 6.1 The place of fulfillment for all obligations arising from this contractual relationship is our headquarters (Kaltenbrunn 27, 82467 Garmisch-Partenkirchen, Germany).
 - 6.2 If the Buyer so wishes and bears the costs, goods may be sent to a specified location that differs from the place of fulfillment (shipment). The Buyer hereby agrees that in such cases the goods may be sent from a location other than the place of fulfillment, to minimise shipping costs and time. Aside from this, we are entitled to specify the shipping method ourselves (in particular the shipper, route, and packaging) unless agreed otherwise.
 - 6.3 If the Buyer wants delivery to be postponed, or if it is responsible for delivery having to be postponed, the goods shall be stored at the Buyer's cost and risk.
 - 6.4 The risk of accidental destruction or deterioration of the goods shall pass to the Buyer at the latest when the goods are handed over. If the goods are shipped to the Buyer, the risk of accidental destruction or deterioration of the goods and the risk associated with postponement shall pass to the shipper, freight forwarder or other person responsible for shipping as soon as the goods are dispatched.
 - 6.5 If the Buyer is late in accepting the goods, or if it fails to cooperate appropriately, or if our delivery is late for other reasons for which the Buyer is responsible, we are entitled to claim for resulting damages including additional expenditure (e.g. storage costs).
7. Shipping Costs; Additional Costs
 - 7.1 Unless otherwise agreed, the corresponding delivery conditions according to INCOTERM 2020 apply to the following countries. We deliver DAP from 1,000 EUR net value of goods within the Federal Republic of Germany and the Federal Republic of Austria.
 - 7.2 Unless agreed otherwise, shipping costs for delivery outside Germany are as follows: Regardless of the invoice amount, shipping costs shall always be borne by the Buyer. The Buyer will be notified of the shipping costs prior to delivery.
 - 7.3 The Buyer must always bear any additional costs, e.g. customs duty, fees, taxes, other fiscal charges, consular costs or mandatory insurance premiums. This applies even if the additional costs were introduced after conclusion of a contract.
8. Warranty Claims; Agreement Regarding Quality
 - 8.1 Our materials undergo ongoing quality assurance and fulfil the conditions in the relevant German and/or international standards.
 - 8.2 If, in spite of this, there is a defect in quality or title, the relevant legislation applies, unless specified otherwise below. In all instances, the statutory special provisions regarding final delivery of goods to a consumer remain unaffected (recourse against suppliers pursuant to §§ 478, 479 of the Civil Code).
 - 8.3 Our agreements regarding the quality of the goods are the main basis for our liability for defects. Our product descriptions, datasheets, safety data sheets and user instructions (blanket term: datasheets) constitute our agreements. The data sheets for our products can be found on our website www.ego.de/SDB. The direct reference to the safety data sheets can also be found on the respective product packaging printed as a QR code.
 - 8.4 The Buyer's warranty claims are based on the assumption that it has fulfilled its statutory assessment and complaint duties (as defined in §§ 377, 381 Paragraph 2 of Germany's Commercial Code). If a defect becomes apparent during assessment or subsequently, we must be notified immediately. Such notification shall be deemed to have been carried out immediately if it is carried out within 14 calendar days; the fact that notification has been sent in a timely manner will suffice for meeting that deadline. Notwithstanding this, the Buyer must send written notification of obvious defects (including incorrect delivery or underdelivery) within 14 calendar days; the fact that notification has been sent in a timely manner will suffice for meeting that deadline. If the Buyer does not carry out assessment and/or provide notification regarding the defect, we will not be liable for the unreported defect.
 - 8.5 If the item delivered is defective, we are entitled to first decide whether we will carry out follow-up fulfilment by eliminating the defect (follow-up improvement) or by delivering a non-defective item (replacement). If this follow-up fulfilment is unsatisfactory, the Buyer is entitled to choose whether to have the purchase price reduced or to withdraw from the contract.
 - 8.6 The Buyer must give us the opportunity to carry out follow-up fulfilment, and in particular must surrender the defective goods for assessment. In all instances we are entitled to investigate the complaint or have it investigated. If the goods are in fact defective, we will bear the costs of assessment, in particular shipping costs, travel costs, labour costs and materials costs. However, if a complaint by the Buyer proves unjustified, we may demand reimbursement of the resulting costs. Under no circumstances will we bear costs associated with removing or installing goods supplied by us.
- 8.7 If the Buyer submits a complaint concerning a defect that did not become apparent until during or after processing of the goods, we are entitled to visit the Buyer's premises to determine whether it followed the instructions on the product datasheets when handling our products.
- 8.8 The Buyer's right to submit claims for damages or reimbursement for wasted expenditure shall be based on Section 9 of these General Terms & Conditions; aside from that, it shall have no further such rights. In particular we will not be liable for damages caused by and wholly the result of improper handling by the Buyer (e.g. failure to follow product descriptions, handling instructions or handling guidelines).
9. Other Liability; Damages
 - 9.1 Unless indicated otherwise in these General Terms & Conditions including the provisions below, we shall be liable if we infringe contractual or non-contractual obligations, per the relevant legislation.
 - 9.2 In all instances, and regardless of the legal grounds, we shall be liable if we, our legal representatives or our agents infringe obligations intentionally or with gross negligence.
 - 9.3 If we, our legal representatives or our agents commit ordinary negligence, we shall be liable only for damages arising from injury to life, body or health, or for damages arising from infringement of an obligation which would be fulfilled if the contract were carried out in the appropriate manner and the fulfilment of which the contracting party should reasonably rely on and expect (major contractual obligation). If we, our legal representatives or our agents infringe a major contractual obligation, our liability shall be limited to payment of foreseeable and typical damages.
 - 9.4 The limits on liability in Section 9.3 do not apply if we willfully neglect to disclose a defect or if we have provided a guarantee regarding the quality of the goods. Moreover, the Buyer's right to assert claims pursuant to Germany's Product Liability Act (ProdHaftG) shall remain unaffected by Section 9.3.
 - 9.5 If there is an infringement of obligation not involving a defect, the Buyer can only withdraw or terminate if we are responsible for the infringement. The Buyer does not have unrestricted right to terminate (in particular as defined in § 651, 649 of the Civil Code). Aside from this, the relevant statutory requirements and legal implications apply.
10. Payment
 - 10.1 Unless otherwise agreed, our invoices must be paid as follows:

If the buyer has no outstanding payment obligations from our previous business relationship, our invoices are payable net within 30 days of receipt of the invoice.
 - 10.2 The following payment methods may be used: cash, bank transfer, cheque, cash on delivery, or PayPal.
 - 10.3 All payments by us and to us shall be in euros.
11. Retention Rights; Offsetting by the Buyer
 - 11.1 The Buyer shall have retention rights against our claims due only if its claims are undisputed or res judicata, or if its claims have the same legal basis as our claims (connection principle; synallagmatic contract).
 - 11.2 The Buyer is entitled to offset based on undisputed or res judicata claims. Furthermore, the Buyer may offset based on counterclaims with the same legal basis (connection principle; synallagmatic contract). Aside from this, the Buyer is not entitled to offset.
12. Retention of Ownership
 - 12.1 We reserve the right to retain ownership of goods sold until all our current and future claims against the Buyer are paid in full.
 - 12.2 Until payment of the secured claim has been made in full, goods subject to retention of ownership may not be pledged to third parties or assigned by way of security. The Buyer must notify us in writing immediately if and insofar as third parties seek to take possession of goods belonging to us.
 - 12.3 The Buyer is entitled to sell and/or process goods subject to retention of ownership as part of ordinary business, provided the following prerequisites are met:
 - 12.3.1 Our retention of ownership shall extend in the full amount to products created by processing, mixing or combining our goods, and we shall continue to be considered the producer thereof. If our goods are processed, mixed or combined with third parties' goods and retention of ownership applies, we shall acquire co-ownership in an amount proportionate to the invoice value of the processed, mixed or combined goods. Aside from this, the resulting product shall be subject to the same provisions as the goods for which ownership has been retained.
 - 12.3.2 Claims against third parties arising from resale of the goods or products must be transferred by the Buyer to us as security, in an amount that reflects our co-ownership as defined in Section 12.3.1. We shall accept this transfer.
 - 12.3.3 Despite having transferred such claims, the Buyer shall still be entitled to collect the receivables, and so shall we. We hereby declare that we will not collect the receivables provided the Buyer meets its payment obligations to us, does not fall into arrears with payments, does not apply for opening of insolvency proceedings and provided there are no other shortcomings in terms of its ability to perform. However, if such problems arise, we may demand the following: the Buyer shall notify us regarding the transferred claims and the debtor in question; it shall provide all necessary information to allow collection; it shall surrender the relevant documents; and it shall notify the debtors (third parties) in writing regarding the transfer.
 - 12.4 If the value of current cover exceeds claims to be secured by more than 20%, we shall release claims above that level if asked to do so by the Buyer.
 - 12.5 If the Buyer infringes the contract, in particular if it fails to pay a purchase price due, we are entitled to withdraw from the contract in accordance with the relevant legislation and/or to demand that the goods be surrendered based on retention of ownership. Demanding surrender of goods does not automatically include a statement of withdrawal; instead, we are entitled to merely demand that the goods be surrendered and to reserve the right to withdraw. If the Buyer does not pay the purchase price due, we are only permitted to assert these rights if we have first offered the Buyer an appropriate deadline for payment without success, or if setting a deadline of that kind is not required by law.
13. Export by the Buyer

If the Buyer exports our products after buying them, it must ensure that our export control provisions are fulfilled. They must be requested from us in advance.
14. Statute of Limitations
 - 14.1 Contrary to § 438 Paragraph 1 No. 3 of the Civil Code, claims arising from defects in quality or title shall expire one year after the goods are delivered. If an acceptance date has been agreed upon, the statute of limitations period shall begin on the acceptance date.
 - 14.2 Aside from this, the statutory statute of limitations applies (in particular § 438 Paragraph 1 No. 1, No. 2, Paragraph 3 of the Civil Code, § 479 of the Civil Code, and the Product Liability Act).
15. Place of Jurisdiction; Applicable Law
 - 15.1 If the Buyer is an entrepreneur, a public-law entity or a special fund under public law, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Munich. However, we are also entitled to bring legal action at the Buyer's general place of jurisdiction.
 - 15.2 These General Terms & Conditions and all legal relations between us and the Buyer are subject to German law (German national law to the exclusion of UN CISG). The requirements associated with and effects of retention of ownership per Section 12 are subject to the law at the location of the matter in question if, according to that law, it is not permitted or is invalid to choose in favour of German law.
16. Supplementary Agreements; Requirement Regarding Written Form
 - 16.1 As of the date of conclusion of the contract, there are no supplementary oral agreements in place.
 - 16.2 Any amendments or additions to this contractual relationship must be carried out in writing; however, this does not apply to documents in terms of para. 1.3.
17. Packaging

We assume that all packaging that does not have an EGO label will be licensed and reported by the Buyer to the appropriate authorities.

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