



General terms and conditions of business

General terms and conditions of business and sales of Luxpanel International GmbH with registered office

in 54634 Bitburg, Werner-von-Siemens-Strasse 25, as of June 1, 2011

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§1. General

(1) The following sales and delivery conditions exclusively apply to all deliveries and other services; they apply only to entrepreneurs who, at the time of concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity, as well as to legal entities under public law and public-law special funds.

(2) The seller does not recognize conditions from the buyer that contradict or deviate from the present sales conditions, unless the seller has expressly agreed to their applicability in writing. These sales conditions also apply if the seller, aware of conflicting or deviating conditions from the customer, executes the delivery to the customer without reservation.

(3) In the case of ongoing business relationships, these terms and conditions also apply to future transactions in which they are not expressly referred to, as long as the terms and conditions were included in a previous contract.

(4) All agreements made between the seller and the buyer for the execution of this contract are documented in writing in this agreement. Supplementary agreements and amendments/additions require written form. This also applies to the waiver of the written form requirement.

§2 Offers, scope of services and conclusion of contract

(1) Contract offers from the seller are non-binding.

(2) The scope of the contractually owed performance is exclusively determined by the seller's order confirmation.

(3) The seller reserves the right to make changes to the design, material selection, specification, and construction even after sending an order confirmation, without prior notice, provided that these changes do not contradict the order confirmation or the buyer's specification. Additionally, such changes should not result in a reduction in quality or other unreasonable alterations to the appearance of the subject matter of the contract for the buyer. Changes deemed reasonable for the buyer include technical modifications, improvements based on the latest advancements in economy and technology, as well as enhancements to design and material selection.

(4) The documents underlying the offer or order confirmation such as Illustrations, drawings, dimensions and weight information are generally only available as Approximate values unless they are expressly stated to be binding.

(5) We reserve ownership and copyright to drawings, samples, catalogs, and other documents; they may not be presented to third parties or competing firms without the written permission of the seller.

§3 Prices and payment conditions

(1) Prices are quoted ex works, excluding packaging and other shipping and transportation expenses. The packaging is charged at cost and will only be taken back if the seller is obligated to do so by mandatory legal regulations.

(2) The seller reserves the right to adjust prices reasonably if, after the conclusion of the contract, cost reductions or increases occur, especially due to collective bargaining agreements or changes in material prices, provided that the agreed delivery time is longer than 2 months. The seller will provide evidence of such changes upon request by the buyer.

3) If the seller accommodates changes requested by the buyer, any resulting additional costs will be invoiced to the buyer.

(4) Unless otherwise agreed upon for payment terms, invoices are due net within 30 days from the date of invoicing. The legal regulations regarding the consequences of payment default apply.

§ 4 Offset and Withholding

The buyer is only entitled to set-off rights if their counterclaims have been legally established, are undisputed, or have been acknowledged by the seller. Furthermore, the buyer is only authorized to exercise a right of retention if their counterclaim is based on the same contractual relationship.

§ 5 Delivery Time

The indication of a delivery date is made to the best of one's judgment. Delivery dates are, unless expressly agreed otherwise, generally non-binding. The delivery period is extended reasonably if the buyer delays or omits necessary or agreed-upon cooperation actions. Changes initiated by the buyer to the delivered goods also lead to a reasonable extension of the delivery period. Force majeure events entitle the seller to postpone the delivery by the duration of the impediment and a reasonable lead time or to withdraw from the contract entirely or partially due to the unfulfilled part. Force majeure includes strikes, lockouts, or unforeseeable, unavoidable circumstances such as operational disruptions, material or energy shortages, that make timely delivery impossible despite reasonable efforts by the seller; the seller is required to provide evidence of this. This applies even if the aforementioned hindrances occur during a delay or at the subcontractor. The buyer can request the seller to declare within two weeks whether they will withdraw or deliver within a reasonable grace period. If the seller does not declare, the buyer can withdraw from the unfulfilled part of the contract. The seller will promptly notify the buyer when a force majeure event, as described above, occurs.

§ 6 Excess Deliveries and Partial Deliveries

Excess deliveries of up to 10% or short deliveries of up to 5% are permissible. Reasonable partial deliveries, acceptable to the buyer, are allowed without special agreement. Partial deliveries are considered separate transactions; they are invoiced separately and must be paid for separately.

§ 7 Transfer of Risk

Unless otherwise specified in the order confirmation, delivery is agreed as "ex works." The risk of accidental loss or damage to the goods passes to the buyer upon transfer of the goods to the designated transport company. If the buyer is in default of acceptance or culpably breaches other duties of cooperation, the risk of accidental loss or deterioration of the delivered item transfers to the buyer at the point in time when the buyer enters into acceptance or debtor default.

§ 8 Patent Infringement

If the goods are manufactured and delivered according to a specific design specified by the buyer (based on drawings, samples, or other specific instructions), the buyer assumes responsibility that the execution does not infringe upon the rights of third parties, particularly patents, utility models, and other intellectual property rights. The buyer is obligated to indemnify the seller upon the first request from all third-party claims arising from such infringement.

§ 9 Retention of Title

(1) The seller retains ownership of the delivered goods until all payments from the supply contract have been received. In business transactions with entrepreneurs, deliveries remain the property of the seller until all claims against the buyer are fulfilled, even if the purchase price for specifically designated claims has been paid. For ongoing accounts, the reserved ownership of the deliveries (reserved goods) serves as security for the seller's overall account with the buyer.

(2) The buyer is not authorized to transfer or pledge the goods as security, but is entitled to further sell the reserved goods in the ordinary course of business. The buyer hereby assigns all resulting claims against their business partners, including all ancillary rights, to the seller. Upon the seller's request, the buyer is obliged to promptly provide all information and documents necessary to assert the seller's rights against the buyer's customers.

(3) In the event of seizures or other third-party interventions, the buyer must notify the seller immediately in writing, enabling the seller to file a claim pursuant to § 771 of the German Code of Civil Procedure (ZPO). Any resulting intervention costs are always borne by the buyer, unless they are to be covered by third parties.

(4) In the case of processing (connection/mixing) with other items not owned by the seller by the buyer, the provisions of §§ 947 and 948 of the German Civil Code (BGB) apply, with the consequence that the seller's co-ownership share in the new item is now considered as reserved goods within the meaning of these conditions. If the connection/mixing is done in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer transfers co-ownership to the seller in proportion. The seller hereby accepts the assignment. The buyer holds the resulting sole ownership or co-ownership for the seller.

(5) Processing by the buyer is always carried out for the seller without acquiring ownership according to § 950 BGB. The seller will become a co-owner of the resulting item, which is considered as reserved goods to secure the seller's claims according to clause (1), in proportion to the net invoice value of its goods to the net invoice value of the goods to be processed.

(6) If the value of all existing securities for the seller exceeds the existing claims sustainably by more than 10%, the seller will release securities at the seller's choice upon the buyer's request.

(7) In the case of the buyer's contractual breach, especially in the case of payment default, the seller is entitled, after setting a reasonable deadline (unless dispensable in individual cases), to take back the purchased item. The seller's repossession of the purchased item constitutes a withdrawal from the contract. After repossession, the seller is authorized to dispose of the purchased item, including selling it freely or at auction. The proceeds from the disposal are to be credited to the buyer's liabilities, including claims for damages (especially lost profit), minus reasonable disposal costs.

§ 10 Warranty Claims

(1) The buyer's warranty claims presuppose that the buyer has duly fulfilled their obligations for inspection and notification of defects as required by § 377 of the German Commercial Code (HGB).

(2) In the case of a valid defect complaint, the seller is obligated, at their discretion, either to remedy the defect or to deliver a defect-free item (upon return of the delivered goods). If the seller fails to fulfill this obligation within a reasonable period or if attempts at rectification repeatedly fail, the buyer is entitled to reduce the purchase price or withdraw from the contract. Further claims, especially claims for reimbursement of expenses or compensation for damages due to defects or consequential damages, only exist within the framework of the provisions in § 12.

(3) The limitation period for warranty claims is 12 months, starting from the transfer of risk. The limitation period in the case of recourse according to §§ 478, 479 of the German Civil Code (BGB) remains unaffected.

(4) The liability for guarantees regarding characteristics or durability, as well as liability for fraudulent concealment of defects, intentional misconduct, gross negligence, and for injury to life, body, or health, is not affected by the above provisions (especially clause (3)). In these cases, the statutory provisions or warranty periods apply.

§ 11 Liability

(1) In all cases where the seller is obligated to compensate for damages or expenses based on contractual or legal grounds, they are liable only in cases of intent, gross negligence, or a violation of life, body, or health by themselves, a managing employee, or a vicarious agent. The liability remains unaffected by liability without fault according to the Product Liability Act. The liability for culpable violations of material contractual obligations (= obligations that are essential for the proper execution of the contract and on which the contracting party can regularly rely) remains, but is limited to foreseeable, typical contractual damages, except in cases of sentences 1 and 2. The above provisions do not entail a change in the burden of proof to the detriment of the buyer.

(2) To the extent that the seller's liability for damages is excluded or limited, this also applies to the personal liability for damages of its employees, workers, collaborators, representatives, and vicarious agents.

(3) If labor is performed and materials, components, semifinished products, or tooling devices are provided or delivered by the buyer for these or other orders, the seller processes or treats them with care and diligence. The seller is only obligated to conduct an inspection if expressly agreed upon, and inspection costs are covered by the buyer. If the items become unusable due to circumstances beyond the seller's control or force majeure, this does not give rise to a claim for free replacement of materials or reimbursement of other costs against the seller. If parts supplied by the buyer become unusable due to material defects in the provided tools, etc., the seller is entitled to reimbursement for the corresponding processing costs. If parts provided by the customer become unusable due to processing errors by the seller, the seller will perform the same work on a piece sent to them without charge.

§ 12 Final Provisions

(1) If the buyer is a merchant, a legal entity under public law, or a public-law special fund, the seller's place of business is the place of jurisdiction; however, the seller is also entitled to sue the buyer at their domicile court.

(2) German law applies; the application of the UN Sales Convention is excluded.

(3) Unless otherwise specified in the order confirmation, the place of performance for all obligations arising directly or indirectly from this contractual relationship, including payment obligations, is the seller's place of business.

(4) Rights arising from the contractual relationship with the seller may only be assigned with the seller's prior written consent.

(5) The invalidity of individual provisions of this contract or its components does not affect the validity of the remaining provisions. Within reasonable limits and in good faith, the contracting parties are obliged to replace an invalid provision with an effective one that achieves the same economic result, provided that this does not result in a significant change to the contract content; the same applies if a matter requiring regulation is not explicitly addressed.