



General Terms and Conditions of Sale of puteus GmbH

Section 1 Area of application, form

1. These General Terms and Conditions of Sale apply to all our business relationships with our Customers (hereinafter also referred to as Buyers). The General Terms and Conditions of Business apply only if the Buyer is an entrepreneur (Section 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.
2. The General Terms and Conditions of Business apply, in particular, to contracts for the sale and/or delivery of movable Goods ("Goods"), irrespective of whether or not we manufacture the Goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the General Terms and Conditions valid at the time of the Buyer's order or, in any case, as stated in the version last communicated to the Buyer in text form, shall also apply as a framework agreement to similar future contracts, without us being required to refer to them again in each individual case.
3. Our General Terms and Conditions of Business apply exclusively. Any varying, conflicting or supplementary general terms and conditions of business of the Buyer shall only become an integral part of the contract if and to the extent that we have expressly agreed to their validity. This consent requirement applies in all cases, for example including if the Buyer refers to their general terms and conditions of Business when placing an order and we do not expressly object to this.
4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and any information contained in our order confirmations, take precedence over the General Terms and Conditions of Business. In the case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC), as stated in the version valid at the time of entering into the contract.
5. Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting deadlines, providing notification of defects, withdrawal or reduction), as well as subsequent amendments to the contract, are subject to the written form. The written form within the meaning of these General Terms and Conditions of Business includes written and text form (e.g. letter, e-mail). This does not affect statutory formal requirements or further proof, in particular in cases of doubt regarding the legitimacy of the party issuing a statement.
6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall, therefore, apply, unless they are directly amended or expressly excluded in these General Terms and Conditions of Business.

Section 2 Entering into a contract

1. Our offers are subject to change without notice and are non-binding, unless they are expressly marked as having binding force or contain a specific acceptance period. Our Customer may accept orders or contracts within 14 days of receipt.
2. Information made available by us regarding the subject matter of delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data or data sheets), as well as representations thereof (e.g. drawings and illustrations), are only approximate, unless the usability for the contractually agreed purpose requires precise conformity. They are not warranted characteristics, but descriptions or identifications of the delivery. Standard variations and variations due to legal regulations or technical improvements, as well as the replacement of parts with equivalent parts, are permissible, provided they do not impair the usability for the contractually intended purpose. Public statements (e.g. advertising statements, general promotions) made by us or other third parties (e.g. manufacturers) do not constitute an agreement regarding the quality and, in particular, do not contain any promise of guarantee.
3. The written contract, including these General Terms and Conditions of Business, is solely authoritative in respect of our legal relationship with the Buyer. This fully reflects all agreements between us and our Customer regarding the subject matter of contract. Verbal commitments made by us prior to entering into the contract are not legally binding, and verbal agreements between us and the Buyer shall be replaced by the written contract, insofar nothing to the contrary is expressly agreed between us and the Buyer in each case. Supplementary information or amendments to the agreement entered into, including these General Terms and Conditions of Business, are subject to the written form in order to be deemed valid. Telecommunication transmission, e.g. by e-mail, is sufficient to safeguard the written form requirement.
4. The order of Goods by the Buyer applies as a binding contractual offer. Insofar as nothing to the contrary is specified in the order, we shall be entitled to accept this contract offer within 4 weeks of receiving it. Acceptance may be stated either in writing (e.g. by order confirmation) or by delivering the Goods to the Buyer.

Section 3 Samples, product data

1. Delivered samples shall be invoiced at the contract prices and are to be remunerated.
2. The provisions of Section 454 BGB (purchase on trial basis) do not apply to the provision of samples.
3. Insofar as we make product data available to our Customers (e.g. drawings, technical data, data sheets, calculations and estimates) for products purchased by them, such product data may only be used and referenced in direct connection with the sale or resale of the products purchased from us. Furthermore, product data is subject to strict confidentiality. The same applies to visual representations and images (uniformly referred to as representations) that we provide or make available (e.g. on the internet or on our homepage).
4. We expressly prohibit the use of our product data and/or representations thereof to advertise competing products. Using our product data and representations beyond the scope of the distribution of our products for technical and/or sales-related purposes of any kind is similarly prohibited.

Section 4 Delivery period, force majeure, delay in delivery, partial deliveries

1. The delivery period shall be agreed individually or specified by us upon acceptance of the order. The periods and dates we state for deliveries and services are always only approximate, unless a fixed period or date has been expressly agreed. If we are unable to meet binding delivery periods for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this without delay and simultaneously provide notification of the expected new delivery period. The delivery period shall be deemed to have been complied with if, by the end of this period, the Goods have left our factory, or we have notified the Customer that they are ready for dispatch. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport operation.
2. With regard to the start of the delivery period, it is taken for granted that all technical questions have been clarified.
3. We may demand that Customers extend delivery periods or postpone delivery dates by the period during which our Customer fails to fulfil their contractual obligations to us (e.g. failure to cooperate properly in the case of sampling).
4. We shall not be liable for the impossibility of delivery or for delays in delivery insofar as these are attributable to force majeure or other events that were not foreseeable at the time of entering into the contract (e.g. operational disruptions of any kind; difficulties in procuring materials or energy; transport delays; strikes; lawful lockouts; shortages of labour, energy or raw materials; difficulties in obtaining necessary official approvals; pandemics or epidemics; official measures or the non-delivery, incorrect delivery or late delivery by suppliers despite a congruent covering transaction entered into by us) for which we are not responsible. We shall be entitled to withdraw from the contract if such events render delivery or performance significantly more difficult or impossible for us, and the hindrance is not only temporary. In the event of temporary obstacles, the delivery or service

deadlines shall be extended, or the delivery or service dates postponed by the duration of the hindrance plus a reasonable start-up period. If the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by notifying us in writing without delay.

5. We are only entitled to make partial deliveries if (i) the partial delivery is usable for the Buyer as part of the contractual purpose, (ii) delivery of the remaining ordered Goods is ensured, and (iii) this does not result in significant additional expenditure or additional costs for the Buyer (unless we agree to bear such costs).
6. The occurrence of delay in the delivery on our part, it shall be determined in accordance with the statutory provisions, subject to the proviso that delay shall only occur after a written reminder and expiry of a reasonable additional period, insofar as a fixed-date transaction does not apply.
7. This does not affect the Buyer's rights in accordance with Section 8 of these General Terms and Conditions of Business and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance).

Section 5 Delivery, call-off, transfer of risk, default in acceptance

1. Delivery shall be made ex works, which shall also be the place of performance for the delivery and any subsequent performance. The Goods shall be shipped to another destination (sales shipment) at the Buyer's request and expense. Insofar as nothing to the contrary is agreed, we shall be entitled to determine the type of shipment (in particular, the transport company, shipping route and packaging).
2. If delivery on call has been agreed, all call-offs must be made by the Buyer within 12 months of entering into the contract at the latest, insofar as nothing to the contrary is agreed in writing.
3. The risk of accidental loss of and accidental deterioration in the Goods shall pass onto the Buyer upon delivery at the latest. In the case of sales shipments, the risk of accidental loss of and accidental deterioration in the Goods, as well as the risk of delay, shall pass onto the carrier, freight forwarder or other person or company designated to perform the shipment, at the time the goods are handed over. If acceptance has been agreed, this shall be authoritative over the transfer of risk. In other respects, the statutory provisions of the law governing work and service contracts apply accordingly to an agreed acceptance. The handover or acceptance shall be deemed to have occurred if the Buyer defaults in acceptance.
4. If the Buyer defaults in acceptance, fails to cooperate or delays our delivery for any other reason for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). The same applies following the passing of risk. If we store the Goods, the storage costs shall be 0.25% of the invoice amount of the delivery items for each full week that they are stored. This does not affect proof of higher damages and our legal claims (particularly reimbursement of additional expenses, reasonable compensation, termination). The asserted storage costs are to be counted towards further-reaching monetary claims. The Buyer is entitled to furnish proof that we have incurred no damage at all, or only significantly less damage than the value of the above lump sum.
5. We shall only insure the shipment against theft, breakage, transport damage, fire and water damage or other insurable risks at the Buyer's express request and expense.
6. The Buyer undertakes to return to us free of charge any reusable packaging we use. In the absence of statutory regulations to the contrary, disposable packaging must be disposed of by the Customer at their own expense.
7. If acceptance is required, the object of sale shall be deemed accepted if • Delivery has been completed, • We have notified the Buyer of this with reference to the deemed acceptance in accordance with this sub-section, and requested the Buyer to accept the item, • 20 working days have passed since delivery, or the Buyer has started to use the object of sale (e.g. has further processed the delivered object of sale (e.g. installation in a building) or resold it) and, in this case, 10 working days have passed since delivery, and • The Buyer has failed to accept the Goods within this period for a reason other than a defect reported to us that renders using the object of sale impossible or significantly impairs such use.

Section 6 Prices, terms and conditions of payment

1. Insofar as nothing to the contrary is agreed in individual cases, our prices in EUR valid at the time of entering into the contract shall apply, ex works, plus statutory value added tax. Additional or special services shall be charged separately. Insofar as the agreed prices are based on our list prices and delivery is to occur more than four months after entering into the contract, our list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).
2. a) In the case of sales shipments, the Buyer shall bear the transport costs ex works and the cost of any transport insurance requested by the Buyer. b) Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.
3. The purchase price falls due and is payable within 14 days of invoicing and delivery or acceptance of the Goods.
4. The Buyer shall be in default upon expiry of the above payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate (9 percentage points above the base rate in accordance with Section 288 (2) BGB). We reserve the right to assert a claim for further-reaching damage caused by default. This does not affect our claim to commercial interest on arrears (Section 353 HGB (German Commercial Code)) in dealings with merchants.
5. The Buyer shall only be entitled to set-off or retention rights, insofar as his claim has become res judicata, is recognised, is undisputed, or results from the same contract under which the affected delivery was made.
6. If, after entering into the contract, it becomes apparent (e.g. as a result of an application filed for the institution of insolvency proceedings) that our claim to the purchase price is at risk due to the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, withdraw from the contract after setting a period (Section 321 BGB). In the case of contracts for the manufacture of non-fungible Goods (custom-made/one-off products), we may state our withdrawal immediately. This does not affect the statutory provisions regarding the dispensability of setting a period. In the event of late payment, we shall be entitled to withhold further deliveries until outstanding invoice amounts, including interest, have been settled.

Section 7 Reservation of title, tools

1. We shall retain ownership of the sold Goods up until all our current and future claims, resulting from the purchase contract and an ongoing business relationship (secured claims), have been paid in full.
2. The reserved Goods may not be pledged to third parties or transferred as security before the secured claims have been paid in full. The Buyer is to notify us without delay in writing if an application is filed for the institution of insolvency proceedings. The same applies in the event of an application for insolvency under self-administration or proceedings under the StaRUG (German Act on the Restructuring of Companies) or insofar as third parties (e.g. seizures) gain access to the Goods in our possession.
3. In the event of a breach of the contract by the Buyer, in particular non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the return of the Goods as a result of the reservation of title. The demand for surrender does not simultaneously include a statement of withdrawal. Rather, we are entitled to demand only the return of the Goods and reserve the right to withdraw. If the Buyer fails to pay the due purchase price, we may only assert these rights if we have previously set the Buyer a reasonable period for payment in vain, or if such a period is dispensable according to the statutory provisions.

4. Until withdrawn in accordance with sub-section c) below, the Buyer shall be authorised to resell and/or process the reserved Goods in the ordinary course of business. In such a case, the following provisions apply in addition. The Customer shall store the Goods for us free of charge and shall be liable for the proper condition of the Goods. a) The reservation of title extends to the full value of the products created by processing or combining our Goods, whereby we are deemed the manufacturer. If the third party's ownership rights remain in force in the event of processing or combining with third party Goods, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods. In other respects, the same shall apply to the resulting product as what applies to the delivered reserved Goods. b) The Buyer hereby assigns to us as security all claims against third parties resulting from the resale of the Goods or products, either in full or in the amount of our potential co-ownership share, in accordance with the above sub-section. We accept the assignment. The Buyer's obligations referred to in sub-section 2 also apply with regard to the assigned claims. c) The Buyer remains authorised to collect the claim alongside us. We undertake not to collect the claim, as long as the Buyer meets his payment obligations to us, there are no shortcomings in respect of his ability to pay and, we do not assert our reservation of title by exercising a right in accordance with sub-section 3. However, if this is the case, we may demand that the Buyer informs us of the assigned claims and their debtors, makes available all information necessary for collection, hands over the relevant documents, and informs the debtors (third parties) of the assignment. In addition, we shall be entitled in such a case to withdraw the Buyer's authority to resell and process the reserved Goods. d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

5. a) Tools shall not become the Buyer's property, including if full costs are charged. They remain our property, unless expressly agreed otherwise. b) We draw attention to the fact that we shall scrap or otherwise recycle tools two years after the last parts have been manufactured.

Section 8 Buyer's warranty claims

1. Insofar as nothing to the contrary is specified below, the statutory provisions shall apply to the Buyer's rights in the event of material defects and defects in title, including incorrect or short delivery or faulty instructions. In all cases, this does not affect the special statutory provisions governing the sale of consumer Goods (Sections 474 et seq. BGB) or the Buyer's rights resulting from separately issued guarantees.

2. Our liability for defects is based primarily on the agreement entered into regarding the quality and intended use of the Goods. All product descriptions and manufacturer specifications that are the subject matter of the individual contract shall be deemed to be quality agreements in this sense. If the quality has not been agreed, the statutory provisions shall be used to assess whether or not a defect applies (Section 434 (3) BGB). We accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising claims). 3. The warranty shall lapse if the Buyer modifies the delivery item or has it modified by third parties without our consent, and this renders it impossible or unreasonably difficult to rectify the defect. In any case, the Buyer shall bear the additional cost of rectifying the defect resulting from the modification.

4. We are generally not liable for defects that the Buyer is aware of at the time of entering into the contract or is unaware of due to gross negligence (Section 442 BGB). Furthermore, in the case of the Buyer's claims for defects, it is taken for granted that the Buyer has fulfilled his statutory obligations to inspect and provide notification of defects (Sections 377, 381 HGB). In the case of Goods intended for installation or further processing, an inspection is to be performed without delay at all times prior to installation/processing. If a defect becomes apparent upon delivery, inspection, or at any subsequent time, we are to be notified of this in writing without delay. In any case, written notification of obvious defects is to be provided within seven working days of delivery, and written notification of defects that are not apparent upon inspection is to be provided within the same time period once such defects are identified. If the Buyer fails to conduct the proper inspection and/or provide notification of defects, our liability for defects for which notification is not provided, is not provided in good time, or is not properly provided, is excluded in accordance with the statutory provisions. In the case of Goods intended for fitting, attachment or installation, this shall also apply if the defect only became apparent after processing as a result of a breach of one of these obligations. In such a case, the Buyer shall have no claims for reimbursement of corresponding costs ("Dismantling and installation costs").

5. a) If the delivered item is faulty, we may initially choose whether or not to provide subsequent performance by eliminating the fault (subsequent improvement) or by delivering a fault-free item (substitute delivery). If the type of subsequent performance chosen by us is unreasonable for the Buyer in individual cases, the Buyer may reject it. This does not affect our right to refuse subsequent performance under the statutory conditions. At our request, an existing delivery item is to be returned to us carriage paid. In the event of a justified complaint, we shall reimburse the costs of the cheapest shipping method. However, this shall not apply if the costs are increased by the fact that the delivery item is located at a place other than the place of intended use. b) In the event of defects in Goods from other manufacturers, which we are unable to rectify for licensing or practical reasons, we shall be entitled, at our discretion, to assert our warranty claims against the manufacturer or Supplier at the Buyer's expense or assign them to the Buyer. Warranty claims against us for such defects shall only apply under the other conditions and in accordance with these General Terms and Conditions of Business if the legal enforcement of the aforementioned claims against the manufacturer or Supplier was unsuccessful or offers no prospects of success, for example, due to insolvency.

6. We are entitled to render the required subsequent performance dependent on the Buyer paying the due purchase price. However, the Buyer is entitled to retain a portion of the purchase price that is proportionate to the defect.

7. The Buyer is to grant us the time and opportunity required to rectify the defect, in particular, to hand over for inspection the Goods for which a complaint has been lodged. In the event of a substitute delivery, the Buyer is to return the faulty item to us at our request in accordance with the statutory provisions. However, the Buyer has no right to demand a return. Subsequent performance shall neither include the removal, dismantling or uninstalling of the faulty item, nor the fitting, attachment or fitting of a non-faulty item, if we did not originally undertake to render these services. This does not affect claims by the Buyer for reimbursement of corresponding costs ("Dismantling and installation costs").

8. We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, where applicable, removal and installation costs, in accordance with the statutory provisions and these General Terms and Conditions, if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer for the costs incurred as a result of the unjustified request to rectify the defect, if the Buyer knew or could have realised that in fact no defect existed.

9. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Buyer has the right to rectify the defect himself and demand that we reimburse him for the objectively required expenses incurred in that regard. We are to be notified without delay, if possible, in advance, of any such action taken by the Buyer. The right to independently take such action shall not apply if we were entitled to refuse corresponding subsequent performance in accordance with the statutory provisions.

10. If a reasonable period set by the Buyer for subsequent performance has expired in vain, or is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there is no right of withdrawal in the case of an insignificant defect.

11. The Buyer's claims for reimbursement of expenses in accordance with Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer Goods

purchase (Sections 478, 474 BGB). The Buyer's claims for damages or reimbursement of expenses in vain (Section 284 BGB) shall only exist in the event of defects in the Goods in accordance with the following provisions in Section 9 and Section 11.

12. In the case of the sale of used movable items, rights resulting from defects and all claims for damages are excluded. The above provisions on the exclusion of claims for damages in the case of used Goods neither apply to damage resulting from loss of life, physical injury or detrimental effects on health if we are responsible for the breach of duty, nor to other damage resulting from an intentional or grossly negligent breach of duty on our part. Breaches of duty by our legal representatives or vicarious agents are deemed equivalent breaches. This does not affect claims in accordance with the German Product Liability Act or the assumption of a guarantee or procurement risk.

Section 9 Other liability

1. Insofar as nothing to the contrary is specified in these General Terms and Conditions of Business, including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2. We shall be liable for damages – irrespective on whichever grounds these apply, – as part of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. diligence in our own affairs; insignificant breach of duty), a) for damages resulting from the loss of life, physical injury or detrimental effects on health, b) for damages resulting from the breach of an essential contractual obligation (an obligation the fulfilment of which is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely). However, in such a case, our liability is limited to compensation for foreseeable, common damage.

3. The limitations of liability resulting from sub-section 2 shall also apply to third parties and in the event of breaches of duty by persons (including for their benefit) for whose fault we are responsible under statutory provisions. The above exclusions and limitations of liability apply, in particular, to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents. They shall neither apply in cases in which a defect has been fraudulently concealed, or a guarantee has been provided for the quality of the Goods, nor shall they apply to claims by the Buyer in accordance with the German Product Liability Act.

4. In the event of a breach of duty that does not constitute a defect, the Buyer may only withdraw from the contract or terminate it if we are responsible for the breach of duty. The Buyer's right to arbitrarily terminate the contract (in particular in accordance with Sections 650 and 648 BGB) is excluded. In other respects, the statutory requirements and legal consequences apply.

Section 10 Industrial property rights, copyrights

1. In accordance with this Section 10, we provide a guarantee such that the delivery item is free from third party industrial property rights or copyrights. Each contracting party shall notify the other without delay in writing if claims are asserted against them for the infringement of such rights.

2. In the event that the delivery item infringes a third party's industrial property right or copyright, we shall, at our discretion and expense, modify or replace the delivery item in such a way that no third party rights are infringed, but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the Buyer by entering into a licensing agreement with the third party. If we do not succeed in doing so within a reasonable period of time, the Buyer shall be entitled to withdraw from the contract or reduce the purchase price appropriately. Any claims for damages by the Buyer are subject to the limitations of these General Terms and Conditions of Business.

3. We reserve the right of ownership and copyright to all offers and cost estimates we submit, as well as any documents made available to our Customers, such as drawings, technical data, data sheets, illustrations, calculations, catalogues, models, tools and other documents and aids. The Customer may not make such items or documents available to third parties, disclose them, use them himself or via third parties, or reproduce them without our express consent. At our request, our Customer is to return the items to us in full and destroy any copies made if they are no longer required by the Customer in the ordinary course of business, or if negotiations do not result in the parties entering into a contract. This does not apply to the storage of data made available electronically for the purpose of standard data back-up.

4. If we manufacture according to the Buyer's instructions, or render services according to their specifications, the Buyer undertakes – contrary to the preceding sub-sections – to indemnify us and, as part of a contract for the benefit of third parties, our suppliers against any third party claims resulting from infringements of property rights/copyrights and the like that are asserted against us.

Section 11 Statute of limitations

1. Irrespective of Section 438 (1) No. 3 BGB, the general limitation period for claims resulting from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

2. If the Goods are items that have been used for a building in accordance with their normal use and have caused its faulty nature, the limitation period shall be 5 years from delivery in accordance with the statutory provision (Section 438 (1) No. 2 BGB). Similarly, this does not affect other special statutory provisions on the statute of limitations (in particular Section 438 (1) No. 1, (3), Sections 444, 445b BGB).

3. The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the Buyer based on a defect in the Goods, unless application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages in accordance with Section 9 (2) Sentence 1 and Sentence 2 a), and in accordance with the German Product Liability Act, shall fall under the statute of limitations exclusively in accordance with the statutory limitation periods.

Section 12 Reservation of title

1. Executing the contract is subject to the proviso that no obstacles arise due to government sanctions or other delivery restrictions under foreign trade law, and that no embargo or other sanctions prevent delivery. The Buyer undertakes to furnish information and documents required for delivery or import.

2. This does not affect the provision in Section 4 (4) (force majeure and self-supply etc.).

Section 13 Choice of law, place of jurisdiction, contract language

1. The law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG), applies to these General Terms and Conditions and the contractual relationship between us and the Buyer.

2. German is deemed the contract language.

3. If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, our registered office shall be deemed the exclusive – including international – place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship. The same applies if the Buyer is an entrepreneur within the meaning of Section 14 BGB. However, in all cases we shall also be entitled to bring legal action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Business or a prior individual agreement, or at the Buyer's general place of jurisdiction. This does not affect legal provisions that have priority, in particular those relating to exclusive competences.

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as of 2025