



§ 1 Scope

1. These terms and conditions of sale apply exclusively to companies, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 of BGB (German Civil Code) (hereinafter: „Buyer“). We shall only recognise any terms and conditions of the buyer that are contrary to or deviate from our terms of sale if we explicitly agree to their validity in writing. Any terms and conditions of the buyer that deviate from our terms and conditions shall not be deemed to have been approved by us even if we do not explicitly object to them.
2. These terms and conditions of sale shall also apply to all future transactions with the buyer, insofar as these are legal transactions of a related nature.

§ 2 Orders

1. Our offers are always subject to change. Orders and verbal collateral agreements shall only be deemed to have been accepted if they have been confirmed by us in writing.
2. Offers of our online shop are not binding. By clicking the order button, the buyer submits an offer to conclude a purchase contract. A purchase contract is only concluded when we accept it (by sending an order confirmation or invoice); we can accept it within two weeks and by e-mail. If there is no acceptance within this period, the buyer is no longer bound to his offer.
3. The seller shall be entitled to withdraw from the contract if, despite the prior conclusion of a corresponding purchase contract, he does not receive the subject of contract in turn; the seller's responsibility for intent or negligence shall remain unaffected. In this case, the seller shall immediately inform the buyer of the non-availability and immediately refund any consideration already paid. In this case, the seller reserves the right to offer goods of equivalent price and quality with the aim of concluding a new contract for the purchase of goods of the same price and quality.
4. If we should be unable to meet binding delivery deadlines for reasons for which we are not culpable (unavailability of performance), we shall inform the purchaser of this circumstance immediately, together with the anticipated new delivery deadline. If the performance should remain unavailable during the new delivery timeframe, we shall be entitled to wholly or partially withdraw from the contract; we shall reimburse any consideration already paid by the purchaser with immediate effect. The unavailability of performance in this context shall apply in particular if our supplier fails to deliver on time, if we have concluded a congruent hedging transaction, if neither we nor our supplier are at fault, or if we are not under any procurement obligation in the individual case.
5. The parties are fully aware that the procurement of raw materials is currently a major issue facing all parties. Given the current price dynamics and the prevailing supply chain difficulties, it is not possible to rule out price increases by the vendor in view of the material price fluctuations affecting all parties. Both parties agree in this respect that fair balancing of the resulting risk must take place in the spirit of partnership. The parties therefore concur that all prices listed in our quotations are calculated on the basis of the current purchase prices at the time of preparation of the respective quotation. The parties are aware that the prices for the respective product groups may be subject to significant change as a result of current developments. If, following conclusion of the contract, the material purchase prices at the time of invoicing should have increased or decreased by more than 10 per cent, the unit prices of the affected items shall be adjusted by this factor if a contracting party requests such an adjustment.

§ 3 Prices, terms of payment

1. Prices are calculated in Euro. Only the prices valid at the time of delivery are applicable.
2. Unless otherwise agreed in writing, our prices are quoted ex works plus value-added tax at current rate.



3. For customers from Germany, the purchase price is payable within 30 days net from the invoice date, unless other payment terms have been agreed. For customers from a country other than Germany, the purchase price is to be paid in advance or by credit card, unless other terms of payment have been agreed upon.
4. Payment may be made by direct debit provided that the customer issues an effective SEPA Corporate Direct Debit Mandate, which includes the authorisation to collect payments from the customer's account by means of direct debit and instructs the customer's bank to honour direct debits related to the customer's account. At the same time, the customer explicitly waives the right to demand reimbursement of the charged amount after it has been redeemed. A SEPA Corporate Direct Debit Mandate may be issued for recurring and one-off direct debits. In the case of return debit notes, these additional costs will be charged to the customer.
5. Bills of exchange and cheques are only accepted in payment under the usual reservation and are only considered as payment after they have been honoured. We reserve the right to decide whether and to what extent bills of exchange or cheques are accepted. No discount is granted on new invoices until payment of already due invoices from previous deliveries. Payments made by the buyer shall be used to settle the oldest debts. If, after our acceptance of an order, it transpires that our claim for payment appears to be at risk at our discretion, we shall be entitled to demand security for advance payment of the purchase price or to withdraw from the contract. Our right to withdraw from the contract is not bound to any deadline. We shall be entitled to charge interest at the usual bank rates if the payment period is exceeded. In the event of default of payment, we shall be entitled to make our total claim due and payable by returning any bills of exchange or cheques.
6. Interest on arrears will be charged at a rate of 9% above the respective base interest rate p.a. We reserve the right to assert a higher damage caused by default.

§ 4 Delivery

1. The expected delivery dates are given by us to the best of our judgement, without any guarantee of compliance. Exceeding the delivery dates does not release the buyer from the obligation to accept the goods. Default of payment is contractually excluded, as are claims for damages and the right to withdraw from the contract due to delay in delivery.
2. We reserve the right to make deliveries. In the event of hindrance due to force majeure, measures by authorities, operational disruptions, shortage of raw materials, riots, strikes, railway closures and the like, the delivery periods shall be extended accordingly.
3. All deliveries are effected ex works at the expense and risk of the recipient, even in the case of no transportation charges or if the shipment is not effected from the place of performance. No liability is accepted for damage or loss during transport. If the buyer has not issued any special shipping instructions, shipment shall be effected at our best discretion, but without guarantee of the choice of the cheapest freight route.
4. We reserve the right to remain up to 10% above or below the delivery order of the buyer in terms of quantity. The costs for over-deliveries within this tolerance shall be borne by the buyer. Under-deliveries within this tolerance do not entitle the customer to subsequent delivery; costs will be reduced by us according to the under-delivery.

§ 5 Warranty

1. The warranty period is one year after delivery of the goods supplied by us to the buyer. This does not apply if longer periods are prescribed by law.
2. The delivered contractual objects must be carefully examined immediately after delivery to the buyer or to the third party designated by him. They shall be deemed to have been approved unless we receive a written notification of obvious defects or other defects that were recognisable during an immediate, careful inspection within seven working days of delivery or the time at which the defect would typically have been recognisable to the business partner without closer inspection. At our request, the rejected item must be returned to us free of transportation charges. If the



complaint is justified, we will reimburse the costs of the cheapest shipping route; this does not apply if the costs increase, or if the delivery item is located at a place other than the place of delivery. This does not apply in the case of fraudulent intent on the part of SPRINTIS.

3. In the event of defects in the subject of contract, we shall be obligated and entitled to choose within a reasonable period of time between repair or replacement. In case of failure, i.e. impossibility, infeasibility, refusal or unreasonable delay of the repair or replacement delivery, the buyer can withdraw from the contract or reduce the purchase price appropriately. A contract comprising several subjects of contract can only be terminated due to defectiveness of one of the subjects of contract if the subjects of contract were provided as belonging together and the defect impairs the contractually presupposed functionality of the subjects of contract in their entirety.
4. If a defect is attributable to our fault, the buyer may claim damages under the conditions stipulated in § 6.
5. There shall be no claims based on defects in cases of insignificant deviations from the agreed quality, insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain or due to particular external influences not assumed under the contract.
6. Furthermore, the warranty does not apply if the buyer modifies the delivery item or has it modified by third parties without our consent and the elimination of the defect is thereby rendered impossible or unreasonably difficult. The buyer shall in any case bear the additional costs of remedying the defect arising from the modification.
7. The buyer's rights of recourse against us exist only insofar as the buyer has not made any agreements with his customer that go beyond the legally binding claims for defects. Furthermore, paragraph 5 shall apply accordingly to the scope of the buyer's right of recourse against us.

§ 6 Liability for damages due to fault

1. Our liability for damages, irrespective of the legal basis, especially for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort, shall be limited in accordance with the provisions of this § 6, insofar as this is based on a fault.
2. We are not liable
 - a. in case of simple negligence of our corporate bodies, legal representatives, employees or other vicarious agents;
 - b. in the event of gross negligence on the part of our non-managerial employees or other vicarious agents, provided it does not involve a breach of material contractual obligations. Essential contractual obligations include the obligation to deliver goods free of defects as well as protective and custodial duties, which are intended to enable the buyer to use the subject of contract in accordance with the contract or to protect life and limb of personnel of the buyer or third parties or the buyer's property from substantial damage.
3. Insofar as we are liable for damages on the merits in accordance with paragraph 2, this liability is limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen with due diligence. Indirect damage and consequential damage resulting from defects in the subject of contract shall only be eligible for compensation if such damage is typically to be expected in the case of proper use of the subject of contract.
4. In the event of liability for simple negligence, our obligation to pay compensation for damage to property and personal injury shall only apply insofar as the negligence concerns the breach of essential contractual obligations or a cardinal obligation. However, we are only liable insofar as the damage is typically associated with the contract and is foreseeable.
5. The above exclusions and limitations of liability apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.



6. The limitations of this § 6 do not apply to our liability for wilful conduct, fraudulent concealment of defects, for guaranteed features, for injury to life, body or health or under the Product Liability Act.

§ 7 Return deliveries

As a matter of principle, the buyer is not entitled to return deliveries of goods; we refuse to accept return deliveries accordingly. Exceptions only exist if a return delivery has been agreed with us in writing. In addition, the regulations of § 5 are applicable.

§ 8 Retention of title

1. The delivered goods remain the property of SPRINTIS until all claims against the customer to which SPRINTIS is entitled under the existing business relationship have been satisfied.
2. The customer is permitted to process the delivery item or to mix it with other items or to combine it with other items. The processing, mixing or combining (hereinafter jointly referred to as: „processing“ and with regard to the delivery item as: „processed“) is carried out on behalf of SPRINTIS; the item resulting from processing is referred to as „new goods“. The customer shall store the new goods for SPRINTIS with the care of a prudent businessman.
3. In the event of processing with other objects that do not belong to SPRINTIS, SPRINTIS is entitled to co-ownership of the new goods in the amount of the share that results from the ratio of the value of the processed delivery item to the value of the other processed goods at the time of processing. If the customer acquires sole ownership of the new goods, the parties agree that the customer grants SPRINTIS co-ownership of the new goods in the ratio of the value of the processed delivery item to the other processed goods at the time of processing.
4. In the event that the delivered items or the new goods are sold, the customer hereby assigns to SPRINTIS by way of security its claim against the buyer from the resale, including all ancillary rights, without the need for further special declarations. The assignment is deemed to include any balance claims. However, assignment shall only apply to the amount that corresponds to the price of the delivery item invoiced by SPRINTIS. The portion of the claim assigned to SPRINTIS is to be satisfied with priority.
5. If the customer combines the delivery item or the new goods with real estate or movable property, the customer also assigns to SPRINTIS, without the need for further special declarations, its claim, which it is entitled to as remuneration for the combination, together with all ancillary rights, by way of security in the amount of the ratio of the value of the delivery item or the new goods to the other combined goods at the time of the combination.
6. Until revocation, the customer is authorised to collect the claims assigned in this regulation (retention of title). The customer shall immediately forward to SPRINTIS any payments made on the assigned claims up to the amount of the secured claim. In the event of good cause, especially in the event of default in payment, suspension of payments, the opening of insolvency proceedings, the protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency on the part of the customer, SPRINTIS is entitled to revoke the customer's authority to collect. In addition, SPRINTIS may, after prior warning and by observing a reasonable deadline, disclose the assignment by way of security, realise the assigned claims and demand that the customer disclose the assignment by way of security to the buyer.
7. If a justified interest is substantiated, the customer must provide SPRINTIS with the information necessary to assert his rights against the buyer and hand over the necessary documents.
8. During the existence of the retention of title, the customer is prohibited from pledging or assigning the goods as security. Resale is only permitted to resellers in the ordinary course of business and only under the conditions that payment of the equivalent value of the delivery item is made to the customer. The customer must also agree with the purchaser that the buyer only acquires ownership with this payment. The customer must inform SPRINTIS immediately in the event of seizure, confiscation or other dispositions or interventions by third parties.



9. Insofar as the realisable value of all security interests to which SPRINTIS is entitled exceeds the amount of all secured claims by more than 10%, SPRINTIS will release a corresponding part of the security interests at the request of the customer. SPRINTIS has the right to choose between various security interests for release.

§ 9 Supplementary provisions for orders executed according to drawings, specifications, samples etc.

1. If we deliver according to drawings, specifications, samples, etc., these shall only be binding for us insofar as external design and technical execution are concerned. The data specified in the respective DIN (German Institute for Standardisation) sheets shall apply for dimensional accuracy.
2. The reference samples which we have submitted for inspection prior to delivery are crucial for quality and execution to the extent that such a request was made. Unconditional approval of the reference samples by the buyer excludes later notices of defects, provided that the delivered items correspond to the approved reference samples. However, we do not assume any responsibility for the intended use.
3. We reserve the ownership or copyright of all offers and cost estimates submitted by us as well as drawings, illustrations, calculations, brochures, catalogues, models and other documents and aids made available to the buyer. These items may not be made accessible to third parties, neither in their original form nor in terms of content, without our explicit consent. At our request, the buyer must return to us in full any items handed over to him and destroy any copies made if they are no longer needed by him in the ordinary course of business or if negotiations between the contracting parties do not lead to the conclusion of a contract.
4. Moulds and other tools remain our property, even if the costs incurred for them form part of the sales price or are otherwise reimbursed by the buyer.
5. If we have to deliver according to drawings, specifications, samples, etc. of the customer, the customer assumes liability for the fact that we do not infringe any property rights of third parties.
6. Colour deviations and different degrees of surface gloss, which can be attributed to the nature of the raw material, as well as the respective material-related tolerances of thickness, format and cutting are preserved.

§ 10 Place of performance and jurisdiction

1. The place of performance for all claims arising from the contractual relationship is Würzburg.
2. If the parties are merchants, the place of jurisdiction for all possible disputes arising from the business relationship between us and the buyer shall be our place of business. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
3. The business relations between us and the buyer are exclusively subject to the law of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
4. Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fixes this loophole.

As of: 25/07/2023

