

General Terms and Conditions

Effective: July 2024

1 General – Scope

- 1.1 All deliveries and services provided by VARICOR GmbH, Waldstraße 33, 76571 Gaggenau ("VARICOR") are subject exclusively to the following General Terms and Conditions ("T&Cs"). VARICOR's General Terms and Conditions apply exclusively. The Buyer's General Terms and Conditions, such as purchasing conditions, are hereby entirely rejected, even if they cover matters not addressed here.
- 1.2 These T&Cs also apply to future business relationships with the same Buyer, even if they are not expressly agreed upon again. Unless otherwise agreed, these T&Cs apply in the version valid at the time of the Buyer's order.
- 1.3 These T&Cs apply exclusively to natural or legal persons or legally capable entities and companies acting in the course of their commercial activity when concluding the respective contract with VARICOR.
- 1.4 All agreements, declarations, and other statements regarding the business relationship with the Buyer must be in writing to be valid.

2 Conclusion of the Contract

- 2.1 VARICOR's offers are non-binding and do not oblige the Buyer to accept unless explicitly marked as "binding" or "fixed". The Buyer's order is considered a binding contractual offer, which remains valid for at least 8 days unless otherwise specified. The contract is concluded only when VARICOR confirms the order to the Buyer in writing (including via electronic communication).
- 2.2 If VARICOR's offers are marked as "binding" or "fixed", the contract is concluded when the Buyer accepts this offer in writing without any deviation in content within 8 days – or within a longer binding period expressly specified in the offer.
- 2.3 Supplements and/or modifications to an order, and/or side agreements require a written agreement between VARICOR and the Buyer, which can also be made through the exchange of two consistent written statements.

- 2.4 All information on shapes, dimensions, colours, designs, etc., contained in VARICOR's printed materials, catalogues, price lists, or other contractual documents are industry-standard approximations unless expressly listed as binding. Technical, design-based, or other changes to the order or contract are permissible if and to the extent they are reasonable for the Buyer.
- 2.5 VARICOR retains ownership and copyright of all documents provided to the Buyer in connection with the order, such as drawings, specifications, and other documents. After the order has been processed, the documents must be returned upon request. They must be kept confidential from third parties. It is agreed that the reproduction or development of products based on the documents provided by VARICOR to the Buyer is prohibited.

3 Prices and Payment

- 3.1 Unless otherwise agreed, the prices are based on VARICOR's applicable price lists. The calculation is generally based on the day of VARICOR's binding contractual declaration (offer or, in the case of a non-binding offer, acceptance of an order) according to Sections 2.1 or 2.2 above. All prices are ex works/shipping point. Unless otherwise indicated, all prices are in Euros.
- 3.2 For products scheduled for delivery more than four months after the binding contract between VARICOR and the Buyer has been concluded, VARICOR reserves the right to reasonably increase the agreed prices if, after the contract has been concluded, cost increases occur, particularly due to tariff agreements, market-based procurement prices, or increases in the cost of materials. These increases will be documented for the Buyer upon request. This price increase will take effect once VARICOR has notified the Buyer in writing and the Buyer has not rejected the price increase in writing within 10 days of receiving the notification. If the Buyer rejects the price increase, the contract will be terminated.
- 3.3 If the payment deadline specified in the invoices is exceeded, the Buyer will immediately be in default. In such cases, or if there are justified doubts about the Buyer's ability or willingness to pay, other payment difficulties, or a significant deterioration in the Buyer's economic situation, VARICOR is entitled to declare all claims from the business relationship due for immediate payment and to prohibit the Buyer from reselling or processing the goods delivered under retention of title.
- 3.4 The Buyer may only set off undisputed or legally established claims and may only exercise rights of retention if they are based on undisputed or legally established claims. Rights of retention are only permissible if they arise from the same contractual relationship.

4 Delivery

- 4.1 Standard deliveries from VARICOR are always ex works VARICOR in Wisches, France (EXW Incoterms 2020).
- 4.2 The delivery date specified by VARICOR refers to the availability of the products for collection by the Buyer. It is non-binding unless its binding nature has been expressly confirmed in writing. Partial deliveries are permissible as long as they are reasonable for the Buyer.
- 4.3 The packaging is at VARICOR's discretion.

5 Warranty

- 5.1 If a justified defect complaint is made in time, VARICOR will, at its discretion, organise either a replacement or repair at no charge. Otherwise, statutory regulations apply.

Contrary to Section 438 Paragraph 1 No. 3 of the German Civil Code (BGB), the general limitation period for claims due to material and legal defects (warranty period) is 1 year from delivery. Claims for defects are excluded once the warranty period expires. Statutory special regulations regarding limitation periods (particularly Sections 438 Paragraph 1 Nos. 1 and 2, Paragraph 3, 444, 479 BGB) remain unaffected. Claims for damages under Section 6 are subject exclusively to statutory provisions.

6 Liability for Damages

- 6.1 VARICOR is liable for damages according to statutory provisions unless otherwise specified below. In the event of a breach of duty – regardless of the legal basis – VARICOR is liable for intent and gross negligence. For simple negligence, VARICOR is only liable:
 - 6.1.1 for damages resulting from injury to life, body, or health, and
 - 6.1.2 for damages resulting from a significant breach of a fundamental contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on which the contractual partner regularly relies and is entitled to rely); in this case, liability is limited to compensation for foreseeable, typically occurring damages.

- 6.2 The aforementioned limitations of liability also apply to VARICOR's employees, staff, representatives, and agents. For claims under the Product Liability Act, only statutory provisions apply.
- 6.3 The exclusions or limitations of liability do not apply if VARICOR has fraudulently concealed a defect or assumed a guarantee for the quality of the goods.

7 Custom-made Products

- 7.1 Products that are custom-made according to the Buyer's drawings, samples, dimensions, or quality specifications must be inspected and approved by the Buyer before shipping; otherwise, they are considered inspected and approved upon despatch. A deviation of $\pm 10\%$ in quantity is permissible for such goods.

8 Payment

- 8.1 Payment terms are subject to agreement.

9 Retention of Title

- 9.1 VARICOR retains ownership of the delivered items until the purchase price has been paid in full and all other outstanding claims from the business relationship have been settled.
- 9.2 The Buyer is entitled to resell the delivered items in the ordinary course of business. By concluding the purchase contract with VARICOR, the Buyer assigns all claims arising from the resale of the delivered items to VARICOR. The Buyer remains authorised to collect these claims even after they have been assigned; however, VARICOR's right to collect the claims itself remains unaffected. VARICOR may require the Buyer to disclose the assigned claims and their debtors, provide all necessary information for their collection, hand over relevant documents, and notify the debtors of the assignment. VARICOR agrees not to collect the claims as long as the Buyer's financial situation does not deteriorate to the extent that VARICOR would be entitled to refuse performance under statutory regulations. In such cases, VARICOR may revoke the resale and collection authorisation with immediate effect, including declaring withdrawal from the contract.

Any processing or transformation of the goods is carried out for VARICOR as the manufacturer within the meaning of Section 950 BGB or any combination with other movable items within the meaning of Section 947 BGB, under the proviso that VARICOR acquires co-ownership of the newly created combined item in proportion to the invoice values of the processed, mixed, or combined goods subject to VARICOR's retention of title relative to the value of the new combined item.

- 9.3 Any processing or transformation of the goods is carried out for VARICOR as the manufacturer under Section 950 BGB, with the condition that VARICOR's (co-) ownership of the newly created or unified item is subject to the retention of title regulated above.

10 Final Provisions

- 10.1 If any individual provisions of these General Terms and Conditions prove to be legally invalid, this will not affect the validity of the remaining provisions. The statutory law of the Federal Republic of Germany shall apply in lieu of an invalid/void provision.
- 10.2 The place of performance for VARICOR's obligations under the contractual relationship is VARICOR GmbH's registered office.
- 10.3 The exclusive place of jurisdiction for all disputes, provided the Buyer is a natural or legal person or a legally capable entity and company acting in the course of their commercial activity when concluding the respective contract with VARICOR, is VARICOR GmbH's registered office. As an exception, VARICOR is also entitled to take legal action at the Buyer's general place of jurisdiction.
- 10.4 German law applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.