



Hans-Herbert von Saenger

**Isolier- und Messtechnik GmbH & Co KG**

Hans-Böckler-Ring 19  
D-22851 Norderstedt

**Telefon:** (040) 529 547-0  
**Telefax:** (040) 529 547-11  
**E-Mail:** info@detakta.de  
**Internet:** www.detakta.de  
Ust-Id.-Nr. DE134376189  
Steuernr. 1128707705



## Terms of sale and delivery of DETAKTA

### 1. Application, contractual bases

The terms set out below apply to all of our offers, purchase agreements including advisory services and other contractually agreed services, even where reference is not made to them again in an individual case, in all situations where the Purchaser is an entrepreneur. We do not accept the Purchaser's general terms of purchase.

Once an order has been placed and confirmed, it is irrevocable. The information contained in our catalogues, brochures and print matter, such as specifications regarding dimensions or weight, illustrations and descriptions, shall only be considered approximations and there is no requirement to notify purchasers of insignificant modifications.

We reserve proprietary rights and copyrights in and to catalogues, illustrations, drawings, sketches and other documents. This also applies to documents owned by our customers and suppliers. They must not be made available to third parties without our permission and must be returned to us without undue delay at our request.

The Purchaser assumes full liability for all documents to be supplied by it, such as drawings, instructions, samples, or the like.

Any information on measurements or the like that is provided orally must be confirmed in writing.

### 2. Delivery period; force majeure; condition of the availability of supplies and raw materials; excess or shortfall in quantities; partial deliveries

The delivery period is calculated from the day of the order confirmation to the day when goods are shipped from our plant or warehouse. Compliance with delivery periods is conditional on the Purchaser's compliance with its contractual duties, in particular the payment terms agreed, and the timely receipt of all documents to be provided by the Purchaser.

In the case of force majeure, the party affected by it is entitled to postpone compliance with its obligation to perform for the duration of the force majeure event without any indemnification. "Force majeure" means the occurrence of an event or circumstance that prevents a party from complying with one or multiple of its contractual obligations under the agreement if and to the extent that the party affected by the impediment demonstrates that: (a) such impediment is beyond its reasonable control; and (b) it was not reasonably foreseeable at the time when the agreement was executed; and (c) the effects of the impediment could not reasonably have been avoided or surmounted by the party affected (e.g. government actions, epidemics, riots, strikes, lockouts, fire, machine failures, shortages in the supply of materials or energy or in logistics services and in the logistics infrastructure, transport problems). The Purchaser shall be informed of the beginning and end of such impediments without undue delay. Where we or the Purchaser cannot reasonably be expected to perform the agreement due to the delay in delivery, the party adversely affected has the right to rescind the agreement.

In transactions where the Purchaser is a businessman, all delivery periods agreed shall be conditional on correct and punctual availability of supplies and raw materials.

The Purchaser shall accept any excess or shortfall in quantities that is customary in trade where it is economically justified for reasons relating to manufacturing or cutting or other reasons. An excess or shortfall in quantities of up to 10% is customary. The Purchaser will be billed for the exact quantity delivered.

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Partial deliveries, acceptance of which can reasonably be expected, shall be deemed permissible. Any related additional expenses shall be borne by the Purchaser.

### 3. Prices

The relevant prices are those that apply on the day of delivery. All prices quoted are in Euros FCA (Incoterms 2020) DETAKTA Norderstedt and do not include freight charges, statutory VAT or insurance. The same applies to any partial deliveries and express shipments agreed. Invoices are issued in Euros on the day of delivery (shipment or manufacture ready for shipment). Goods are packaged and shipped based on our best judgment and experience. The prices set out in our catalogues and lists shall merely be considered indicative prices. All quoted prices are subject to change. Cartage and other cash expenses are charged at reasonable rates.

### 4. Shipping

Goods are always shipped at the expense and risk of the Purchaser (FCA (Incoterms 2020) DETAKTA Norderstedt), even in situations where goods shall be delivered free Purchaser's place of receipt in an individual case. We only replace goods that are lost or damaged during transport on the basis of a new order for which we will charge the applicable prices. We will take care of insurance covering transport damage at the express request of the Purchaser for its account applying our best judgment. If there are no special instructions, the transport route and the means of transport will be chosen applying our best judgment without any liability for a cheaper transport option or a shorter route. We expressly waive any haulage, logistics and warehousing insurance (SLVS-Verzichtskunde).

### 5. Payment

Invoices must be paid in cash in Euros, without any deduction, within 30 days net cash from the date of invoice. If we can freely dispose of the money within 14 days of the date of invoice, we will grant a 3% discount. The same applies to partial deliveries. If payment is late, the Purchaser will be charged interest in the amount of 9 percentage points above the base interest rate subject to the assertion of further damage. If we become aware of circumstances that negatively affect the supplier's judgment of the customer's creditworthiness, we are entitled to demand advance payment or payment contemporaneously with the delivery. Further details are regulated by Section 321 of the German Civil Code (BGB).

The Purchaser is only entitled to rights of set-off and retention if and to the extent that its counterclaims either offset (Section 320 BGB) the claims asserted by us or have been determined by a court without further legal recourse, are undisputed, or have been acknowledged by us. In addition, the Purchaser may only exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

### 6. Quality

The Purchaser must satisfy itself that the goods are suitable for their intended use by performing an inspection.

The warranty period is one year from the date of delivery. This provision does not affect the periods of limitation in cases of recourse from the supplier pursuant to the rules on the sale of consumer goods. This does not affect claims for damages and for reimbursement of expenses on the basis of defects. The statutory warranty period also applies to claims for damages that arise because we are in default with respect to a rectification of defects that is demanded by the Purchaser and owed by us.

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The Purchaser must examine the goods without undue delay upon receipt and must report any defects discovered without undue delay. "Without undue delay" shall be defined as three working days (Monday to Friday, with the exception of official holidays) unless another period seems appropriate due to the specific circumstances in an individual case. Any breach of this obligation shall constitute approval of the goods according to Section 377 of the German Commercial Code (HGB).

If an item is defective and notice of the defects is given in good time and due form, the Purchaser has a right to rectification or to delivery of a replacement, at our discretion. Where the statutory requirements are met, the Purchaser is entitled to reduce the purchase price by an appropriate amount or to rescind the agreement. The shipping costs incurred in the context of subsequent performance shall be borne by us. However, if the shipping costs increase as a result of the Purchaser or its customer taking the goods to a place other than the place of performance, the amount by which such costs increase shall be borne by the Purchaser. This also applies *mutatis mutandis* to any other costs to be borne by us in the context of subsequent performance.

Where the item is defective and the Purchaser has installed the item in another item or mounted it onto another item in line with its nature and intended use, we may choose within a reasonable period when a claim for subsequent performance is brought whether we want to reimburse the Purchaser for the expenses required for removing the defective and installing or mounting the rectified or the supplied non-defective replacement item (work) or instead perform this work ourselves or have it performed at our expense (self-performance). If we do not exercise this right to choose within a reasonable period, it expires. Where we choose self-performance, the Purchaser can set an appropriate period for performance. Where this period has expired without such performance, the Purchaser is entitled to perform the work itself or have it performed. In this case our right to self-performance expires and the Purchaser may perform this work at our expense (with the limitations set out below). This does not affect our right to refuse to provide the type of rectification chosen by the Purchaser because of disproportionate expenses in accordance with Section 439 para. 4 BGB. Where the Purchaser performs the work itself or hires a contractor to perform the work it must keep in mind that it is only entitled to compensation for the "required" expenses. Consequently, it shall keep the cost as low as possible in its own interest and look for a cost-effective solution. Where the Purchaser wants to hire a contractor to perform the work, it must first provide us with the opportunity to recommend a suitable and inexpensive contractor before it hires a contractor. This duty to consult with us in advance does not apply in cases where the expected cost is below EUR 250.

## 7. Special tools

Where the performance of a contract requires punches, gauges, pressing moulds and other special tools, prorated costs will be invoiced to the Purchaser separately. These prorated costs must be paid by the Purchaser immediately without any deduction independent of the number of items and delivery period of the goods produced using such tools. We reserve the right to demand (some) advance payments. Unless otherwise agreed, moulds, tools and other manufacturing devices will be invoiced on a pro rata basis. Title to them remains with DETAKTA. At the Purchaser's request, title shall fully pass to the Purchaser upon purchase of the remaining shares. Where moulds, tools and other manufacturing devices become unusable before the output quantity agreed has been produced and need to be repaired and restored or replaced, the required expenses shall be borne by the Purchaser. Liability for any moulds, tools and other manufacturing devices provided by the Purchaser is limited to the level of care applied to our own property. All costs for maintenance and servicing shall be borne by the Purchaser. Our duty to retain a mould or tool

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expires, independent of any property rights of the Purchaser, no later than 2 years after the last time that mould or tool was used in the production. In special cases the parties may agree on the amortisation of the expenses of the tools.

## 8. Retention of title

We retain title to the products supplied until they have been paid in full.

Any processing or treatment of the goods subject to retention of title by the Purchaser will always be performed on our behalf, without creating any obligations for us. We are entitled to title to the new items in their respective state of processing or treatment. Any processing, treating, blending, mixing or combining of our goods subject to retention of title with other products that do not belong to us entitles us to co-ownership of the resulting new product corresponding to the ratio of the invoice price of the goods subject to retention of title to the invoice price of the other products.

The Purchaser may sell the goods subject to retention of title in which we hold a sole or co-ownership interest in the ordinary course of the Purchaser's business; the Purchaser must not pledge or transfer or assign the goods as collateral. The Purchaser hereby assigns to us in advance all of the claims to which it is entitled from the sale of the goods subject to retention of title or the products resulting from the processing, treatment, blending, mixing or combination. This also applies if the products are sold together with other products that do not belong to us for one total price. If, pursuant to a legal regulation, a third party has acquired ownership or co-ownership interests in the products as a consequence of the processing, treatment, blending, mixing or combination, the Purchaser also hereby assigns to us in advance any claims the Purchaser may have against that third party. Assignments within the meaning of this paragraph shall only be made up to the amount of the invoice price of the goods subject to retention of title. The Purchaser is authorised to collect on the claims assigned until this authorisation is revoked which can be done at any time. We hereby accept the Purchaser's assignments provided for in this Section.

We undertake to release the collateral we are entitled to according to the foregoing provisions at our discretion at the Purchaser's request to the extent that its value exceeds the claims to be collateralised by more than 10%.

Where the retention of title requires the Purchaser's cooperation to be effective, for example for registrations that are required by the law of the country to which goods are shipped, the Purchaser shall perform the relevant actions.

If the Purchaser is in default of payment, we may prohibit it from disposing of the goods subject to retention of title completely or, at our discretion, in part, e.g. only with regard to selling or further processing, etc.

If the Purchaser meets the objective conditions for the duty to file for insolvency, it shall refrain from disposing of the goods subject to retention of title in any way, without specifically being requested to do so. The Purchaser is obliged to inform us of its inventory of goods subject to retention of title without undue delay. In this case we are also entitled to rescind the agreement and to demand the return of the goods subject to retention of title. If the goods subject to retention of title have been transformed, processed, blended, mixed or combined with other products, we are entitled to demand their surrender to a trustee; the Purchaser is obliged to disclose all co-owners of the goods subject to retention of title along with their names or company names, addresses and co-ownership shares. The same applies *mutatis mutandis* to claims that have been assigned to us in accordance with the preceding paragraphs; in addition,

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the Purchaser must of its own accord provide us with the names and addresses of all debtors along with copies of the documents substantiating the claims against them.

## 9. Liability

Claims for damages of any kind against us or our legal representatives or persons employed by us in the performance of our obligations are excluded, unless they result from intent or gross negligence or the breach of a material contractual duty. In this context, a “material contractual duty” is any duty the fulfilment of which is a prerequisite for enabling the proper performance of the contract and on compliance with which the Purchaser may regularly rely.

However, liability is limited to compensation for damages typically foreseeable for this type of contract unless the claim results from intent. The aforementioned limitations and exclusions of liability do not apply to liability under German product liability law or to cases of injury to life, limb or health. Claims by the Purchaser for reimbursement of expenses pursuant to Section 284 BGB are waived to the extent that claims for damages in lieu of performance are excluded according to the foregoing provisions.

## 10. Place of performance; place of jurisdiction/arbitration tribunal; governing law

The place of performance for all mutual claims, including claims for the fulfilment of warranty claims, is the city in which our registered office is located.

If the Purchaser’s place of business is located in the EU or in the European Economic Area or Switzerland, the following applies: If the Purchaser is a businessman, a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in Germany, the exclusive place of jurisdiction is the city in which our registered office is located. If, on the other hand, the registered office of the Purchaser is located outside of the EU and the European Economic Area, the arbitration tribunal of the Hamburg Chamber of Commerce shall have exclusive jurisdiction over all disputes arising from or in connection with agreements covered by these General Terms and Conditions and will render final decisions without recourse to the ordinary courts of law. The place of arbitration is Hamburg; the language of the proceedings is German. The proceedings, in particular the taking of evidence, will be conducted pursuant to the Rules of the Court of Arbitration of the Hamburg Chamber of Commerce and the rules of Book 10 of the German Code of Civil Procedure (ZPO). Procedural principles of common law, including, without limitation, those relating to the production of documents, do not apply (either directly or by analogy). In application of the provisions of Section 139 para. 1 sentence 1 and sentence 2 ZPO by analogy, the Court of Arbitration is expressly authorised, to the extent required, to discuss with the parties the circumstances and facts as well as the relationship of the parties to the dispute, both in terms of the factual aspects of the matter and of its legal ramifications, and to ask questions. It shall work towards ensuring that the parties to the dispute make declarations regarding all significant facts in due time and completely and, in particular, that the parties to the dispute provide supplemental information for any insufficient information on the asserted facts, that they designate the evidence, and that they file the relevant petitions. The parties also expressly authorise the Court of Arbitration to submit proposals for settlement in each phase of the proceedings.

German law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Norderstedt, effective as of 1 July 2023

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