General Terms and Conditions of Sale and Delivery (GTC)

September 2026

1. General Provisions

1.1 These General Terms and Conditions of Sale and Delivery ("GTC") shall apply to all business relationships between id-Technik international GmbH ("we", "us") and the respective customer ("Buyer"). These GTC shall apply only if the Buyer is an entrepreneur (Section 14 German Civil Code – BGB), a legal entity under public law, or a special fund under public law. Deviations, amendments and supplements must be made in writing. The Buyer's general terms and conditions shall not become part of the contract, even if we do not expressly object to them or if the Buyer refers to them.

1.2 We reserve all ownership rights, copyrights and industrial property rights to our samples, cost estimates, drawings and similar information. Disclosure to third parties is prohibited.

2. Offers, Orders, Conclusion of Contract, Call-Off Orders

2.1 Our offers are subject to change and non-binding. All orders shall become binding only upon our written order confirmation. Side agreements and amendments shall require our written confirmation.

2.2 The Buyer shall be solely responsible for verifying whether the ordered goods are suitable for the intended purpose. We assume no warranty or liability for such suitability.

2.3 If call-off orders have been agreed, the Buyer shall take delivery within the period specified in the order confirmation. If the Buyer fails to call off the goods for more than one month after the agreed call-off date, we shall be entitled to deliver and invoice the remaining quantity.

3. Prices

3.1 All prices are exclusive of the applicable statutory value added tax (VAT).

3.2 Unless expressly agreed otherwise, prices are net ex works, including packaging

3.3 We expressly reserve the right to adjust prices accordingly if, prior to delivery, wages or other costs increase due to unforeseen events (e.g., raw material shortages).

4. Payment Terms, Security

4.1 Unless otherwise agreed in writing, all invoices are payable in advance and must be paid in full prior to delivery.

4.2 The Buyer shall only be entitled to rights of set-off or retention to the extent that its claim has been finally adjudicated or is undisputed. In the event of defects, the Buyer's statutory counter-rights shall remain unaffected.

4.3 The Buyer shall be in default without reminder upon expiry of the payment period specified in Clause 4.1. Default interest and further damages for delay shall be governed by statutory provisions.

4.4 The Buyer shall provide all information required for the execution of the order. If, after conclusion of the contract, it becomes apparent that our claim for payment is jeopardized due to the Buyer's lack of financial capacity, we shall be entitled to refuse performance and demand advance payment or adequate security for outstanding deliveries. If such demand is not fulfilled within two weeks, we shall be entitled to withdraw from the contract without setting an additional grace period. Statutory provisions regarding the dispensability of a grace period shall remain unaffected. The right to refuse performance shall cease upon payment or provision of security.

5. Delivery, Impediments to Delivery

5.1 Delivery shall be made ex warehouse, which shall also be the place of performance for delivery and any subsequent performance. At the Buyer's request and expense, the goods shall be shipped to another destination (sale involving dispatch).

5.2 Delivery periods shall be agreed individually or specified by us upon acceptance of the order. Our delay in delivery shall be determined in accordance with statutory provisions; however, a reminder by the Buyer shall in any case be required.

5.3 If binding delivery periods cannot be met for reasons beyond our control (non-availability of performance), we shall inform the Buyer without undue delay and provide a new estimated delivery period. If performance is still unavailable within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; any consideration already provided by the Buyer shall be refunded without undue delay. Non-availability of performance shall include, in particular, force majeure and other circumstances beyond our control, such as war, civil unrest, natural disasters, pandemics, epidemics, fire, accidents, strikes, lockouts, traffic restrictions, operational disruptions, energy shortages or raw material shortages.

6. Transport and Packaging

In the case of a sale involving dispatch, shipment shall be effected at the Buyer's expense and risk. The weight and dimensions determined by us shall be decisive for calculating transport costs. Unless otherwise agreed, the method of shipment shall be at our discretion. Packaging material provided by us shall not be taken back and must be disposed of by the Buyer.

7. Warranty Claims for Defects

7.1 The Buyer's rights in the event of material defects and defects of title shall be governed by statutory provisions unless otherwise specified below. If the delivered goods are defective, we shall be entitled, at our discretion, to provide subsequent performance either by remedying the defect (repair) or by delivering defect-free goods (replacement). If the chosen type of subsequent performance is unreasonable for the Buyer in the individual case, the Buyer may reject it.

7.2 Warranty claims require that the Buyer has complied with its statutory inspection and notification obligations (Sections 377, 381 German Commercial Code – HGB). In the case of building materials and other goods intended for installation or further processing, inspection must be carried out immediately prior to processing. Obvious defects must be notified in writing within 10 working days from delivery; hidden defects must be notified in writing within the same period from discovery. If the Buyer fails to properly inspect and/or notify defects, our liability shall be excluded in accordance with statutory provisions.

7.3 Notwithstanding Section 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery.

8. Other Liability

8.1 Unless otherwise provided in these GTC, including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

8.2 We shall be liable for damages based on fault in cases of intent and gross negligence. In cases of ordinary negligence, we shall be liable, subject to statutory limitations of liability, only
(a) for damages resulting from injury to life, body or health;
(b) for damages resulting from the breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, liability shall be limited to compensation for foreseeable and typically occurring damage.

8.3 The limitations of liability pursuant to Clause 8.2 shall also apply to breaches of duty by persons whose fault we are responsible for under statutory provisions. They shall not apply in cases of fraudulent concealment of a defect, assumption of a guarantee for the quality of the goods, or claims under the German Product Liability Act.

9. Retention of Title

9.1 Until full payment of the invoice amount and all claims arising from the business relationship, including ancillary claims, the delivered goods shall remain our property. The Buyer shall not be entitled to pledge or transfer ownership of the goods by way of security.

9.2 The Buyer shall be entitled, until revocation, to resell and/or process goods subject to retention of title in the ordinary course of business. The retention of title shall extend to products resulting from processing, mixing or combining our goods, whereby we shall be deemed the manufacturer. The Buyer hereby assigns to us, as security, all claims arising from resale against third parties, either in full or in the amount corresponding to our co-ownership share. We accept such assignment. The Buyer shall remain authorized to collect the claims alongside us until revocation.

10. Endangerment of Our Security Rights

In the event of seizure of goods still owned by us or of claims assigned to us, the Buyer shall notify us immediately and advance the costs of any intervention proceedings. The Buyer shall ultimately bear such costs if they are not reimbursed by the opposing party.

11. Passing of Risk in Case of Dispatch

In the case of a sale involving dispatch, the risk of accidental loss, accidental deterioration and delay shall pass to the Buyer upon delivery of the goods to the freight forwarder, carrier or other person or institution designated to carry out the shipment. This shall apply irrespective of whether shipment originates from the place of performance or who bears the shipping costs.

12. Return of Goods

12.1 Goods shall only be taken back upon our prior written consent and subject to the following conditions. The Buyer's rights in the event of defects (Clause 7) shall remain unaffected.

12.2 An application for return of purchased goods must be submitted in writing within 14 days from delivery.

12.3 Goods that have been used, processed, damaged, returned incomplete, or returned without or with damaged original packaging shall be excluded from return. Also excluded are goods manufactured according to customer specifications, clearly tailored to personal needs (custom-made products), and goods that are non-returnable for safety reasons.

12.4 Unless otherwise agreed in writing, the Buyer shall bear the costs of return shipment. We reserve the right to make acceptance of returned goods conditional upon payment of a handling or restocking fee, the amount of which shall be communicated upon approval of the return.

12.5 After inspection of the returned goods and compliance with this Clause 12, the Buyer shall receive a credit note in the amount of the purchase price paid, less any fees, duties, quantity discount adjustments and other relevant costs. Cash payment shall be excluded.

13. Final Provisions

13.1 Exclusive place of jurisdiction shall be our registered office.

13.2 German law shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3 In the event of disputes arising out of or in connection with the contract, the parties undertake, prior to initiating proceedings before an arbitral tribunal or a court of law, to conduct mediation in accordance with the rules of the Conciliation and Mediation Body for Commercial Disputes of the Chamber of Industry and Commerce (IHK) Rhein-Neckar. Legal proceedings may only be initiated after the claimant has unsuccessfully attempted to conduct mediation or after termination of the mediation proceedings has been confirmed by the designated conciliation body.

13.4 Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the legal and economic intent of the original provision. The same shall apply in the event of a contractual gap. This version of the General Terms and Conditions of Sale and Delivery is a translation from German into English. The German version alone is legally binding

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