

**1. General matters / scope**

- 1.1 Unless they are changed or precluded with our express written consent, our General Terms and Conditions of Sale and Delivery apply to all contracts, deliveries, and other services, including advisory services and information. General business terms and conditions of our contract partner are not recognised, unless we have expressly consented to them in writing.
- 1.2 Our General Terms and Conditions of Sale and Delivery also apply to all future contracts with the customer, as well as to future deliveries and other services to be provided to it.
- 1.3 If a framework agreement is in place between us and a customer, it has priority. Our General Terms and Conditions of Sale and Delivery are then considered to be in supplementation of the framework agreement.

**2. Offer / prices / conclusion of contract**

- 2.1 Unless they have been expressly designated otherwise, offers are non-binding and subject to change.
- 2.2 Our prices are net, ex-works/warehouse, plus VAT applicable on the invoice date, as well as packaging, freight, postage, customs duties, and any insurance costs. Any country-specific fees/levies are likewise not contained in the price and, depending on the effort, are billed separately.
- 2.3 If our offer is not accepted by the validity deadline specified in it, we reserve the ability to adjust prices or to revoke the offer. The contract comes into effect through our written order confirmation. Such confirmation is valid only if there are no payment arrears from earlier deliveries and if we have not received any negative credit reports about the customer.
- 2.4 In general, orders, contract amendments and supplementations, and side agreements must be made in writing. As a rule, order changes and cancellations are possible only after prior consultation and written confirmation. Any costs incurred are billed.
- 2.5 All declarations made by our employees and agreements made with them require our written confirmation. That applies, in particular, to the provision of guarantees concerning quality or durability.
- 2.6 Technical drawings and information, as well as other performance data, are as a rule non-binding, unless these are expressly agreed upon by contract. We reserve the ability to make design changes at any time.
- 2.7 In general, the customer is obligated to carefully review the suitability of our goods for the purpose of use desired by it.

**3. Samples**

- 3.1 Our samples are considered to be approximate demonstration pieces for quality, materials, and features. All information about the dimensions, weights, and purpose of use of our products is intended as a mere description and does not constitute any assurance of features.
- 3.2 Our samples may not be provided to or used by third parties.
- 3.3 All documents, such as offers, catalogues, drawings, image material, technical datasheets, etc., are subject to the copyright of PCC GmbH and may not be made accessible to third parties or reproduced without our consent.

**4. Payment terms**

- 4.1 Only agents of our company furnished with written collection authority are entitled collect money.
- 4.2 Our payment terms are eight days, with 1.5% discount for prompt payment, and otherwise 20 days, net, in all cases starting on the invoice date. Deductions for prompt payment are permissible only if all previous claims have been settled in full. Our payment deadlines are considered met only if the amount payable is available to us on the due date. In the case of payments in a currency other than euros, the payment deadline is considered met if the payment amount is available as the agreed euro amount.
- 4.3 In the event of payment default by the customer, we are entitled to charge default interest at the statutory rate (section 288 of the German Civil Code (BGB)). We reserve the ability to assert greater damage.
- 4.4 The customer may not set off counterclaims that have not been acknowledged or reduced to an enforceable judgment.
- 4.5 Notwithstanding differently worded provisions of the customer, we are entitled to apply payments initially toward open liabilities under contracts concluded earlier, namely first toward incurred costs and interest and then toward the principal claim.

**5. Delivery deadlines / partial delivery**

- 5.1 Unless expressly agreed otherwise in writing, indicated delivery deadlines are in all cases non-binding.
- 5.2 Delivery deadlines are reasonably extended where unforeseen impediments occur that are outside of our ability to influence them, such as strikes, lock-outs, business disruptions, and delays in delivery of input material, irrespective of whether such impediments are experienced by us or by our input suppliers. We are also not responsible for such circumstances even where we are in default.
- 5.3 Should we fail to meet bindingly assured deadlines and dates and be in default, the customer must first give us a reasonable grace period for providing the service. If such grace period expires without result, the customer has a claim to compensation for default in the amount of 0.5% of the invoiced value of the deliveries and services affected by the default for each completed week of default, but not more than 3% of such invoiced value. Claims going beyond this are precluded, unless default is based on at least gross negligence on our part.
- 5.4 We are entitled to make reasonable partial deliveries, which we may immediately invoice. Any agreements concerning volume discounts remain unaffected.
- 5.5 In the case of custom-made products, over- and under-deliveries of up to 10% are permissible and will be taken into account in the invoice.

**6. Transfer of risk**

- 6.1 Risk passes to the customer when the goods leave our plant or warehouse. We are not liable for loss or damage in the course of transport.
- 6.2 If shipment is delayed for reasons attributable to the customer, risk passes to it when it receives notice of readiness for shipment.

**7. Retention of title**

- 7.1 We retain title to the goods delivered by us until satisfaction of all of our current claims against the customer, as well as future claims that are related to the delivered goods.
- 7.2 The Customer is entitled to resell goods to which we retain title ("Goods Subject to Retention of Title") in the normal course of business. However, it hereby assigns to us all claims resulting from such resale, irrespective of whether the Goods Subject to Retention of Title have been resold with or without processing or whether they are attached to real or moveable property. If the Goods Subject to Retention of Title are resold after processing or together with other goods not belonging to us, or if they are attached to real or moveable property, then the customer's claim against its buyers is deemed assigned in the amount of the delivery prices for the Goods Subject to Retention of Title agreed upon between us and the customer.
- 7.3 The customer remains entitled to collect on these claims after the assignment to us. The foregoing does not affect our power to collect on the claim ourselves. However, we undertake to refrain from doing so as long as the customer is properly meeting its payment obligations. If the Customer makes use of its power to collect, we are entitled to the proceeds so collected in the amount of the delivery price for the Goods Subject to Retention of Title agreed upon between us and the Customer.
- 7.4 We undertake upon request to release the security to which we are entitled if the value of same exceeds by more than 20% the claims being secured, to the extent that these have not yet been satisfied.
- 7.5 If we accept bills of exchange as a means of payment, our retention of title remains in place until such times as we can no longer be held liable under such bill of exchange.

**8. Objections to defects / warranty**

- 8.1 Obvious defects must be objected to in writing and with specificity within three days of receipt of the goods. This also applies to wrong deliveries and to over- and under-deliveries (unless over- and under-deliveries are a component of the contract). Other defects must likewise be objected to within eight days. Breaches of the duty to object result in the loss of the customer's claims for defects.
- 8.2 In the case of a complaint, the customer must send us the goods in their original packaging, provided that it has our written confirmation to do so.
- 8.3 In the case of justified objections to defects, we may at our discretion either repair or provide a replacement delivery. If the repair or replacement delivery is unsuccessful, or if a reasonable grace period given to us to cure lapses without being used, the customer is entitled to reduce the purchase price or rescind the contract.
- 8.4 All claims for defects are precluded 12 months after the transfer of risk. This period amounts to 24 months if we deliver for a consumer. The period in any case amounts to 12 months if we deliver used goods. If we owe the creation of a work, e.g. repair, this period in any case amounts to 12 months and relates only to the work performance and the overhauled parts.
- 8.5 The statutory arrangements concerning the purchase of goods by a consumer remain unaffected.

**9. Compensation of damages / liability**

- 9.1 We are liable in accordance with statutory provisions without limitation for damages based on a guarantee given by us.
- 9.2 We are also liable for damages resulting from an injury to life, body, or health, unless we were not responsible for the breach of duty, and for damages based on a breach of duty by us, unless the breach of duty was committed by us neither willfully nor with gross negligence. Our liability under the German Production Liability Act (*Produkthaftungsgesetz*) remains unaffected, insofar as it is mandatory.
- 9.3 In all other respects, we are not liable for compensation of damages for defects or other breaches of duty, other than for damages that are attributable to a culpable breach of material contractual duties. In such case, our liability is limited to damages that we foresaw at the time of contract conclusion as a possible consequence of the breach of duty or that we should have foreseen taking into account the circumstances that we knew or should have known.
- 9.4 Our liability for defects and other breaches of duties pursuant to Section 9.3, above, is further limited in the case of property damage to the policy amount of the liability insurance we maintain, concerning which a confirmation by the insurer may be prepared at the customer's request. For pecuniary losses, our liability pursuant to Section 9.3, above, is limited to the lost profit from use of the specific delivery.
- 9.5 A breach of duty by our statutory representatives or persons we use to perform an obligation (vicarious agents) is equivalent to a breach of duty by us.
- 9.6 The foregoing arrangements do not limit any existing statutory rights of rescission.

**10. Return / revocation**

- 10.1 As a rule, commercial buyers have no right of revocation or return. Returns of goods delivered by us are accepted only with prior written confirmation and in their original packaging. For this, we charge a processing fee equal to 25% of the net value of the goods, but at least EUR 50.

**11. Place of performance / place of jurisdiction applicable law**

- 11.1 The place of performance is the registered office of PCC GmbH in 71332 Waiblingen.
- 11.2 The place of jurisdiction is 71332 Waiblingen. However, we are also entitled to bring suit against the customer at the place of its registered office.
- 11.3 German law is solely applicable to this contract, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**12. Severability clause**

- 12.1 If individual parts of the foregoing provisions should be or become ineffective, either in whole or in part, all of the other business terms and conditions remain unaffected.

**13. Data protection**

- 13.1 With reference to section 19a of the German Federal Data Protection Act (BDSG), we point out that data are stored that are generated in connection with the business relationship.

Please find the data protection at [www.pcc-press.de](http://www.pcc-press.de)