General Terms and Conditions

MAIBACH Industrie-Plastic-GmbH
Effective: September 2025

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§ 1 General / Scope of Application

These terms and conditions apply to all current and future business relationships between MAIBACH and the purchaser. They apply only to entrepreneurs acting in the course of their commercial or independent professional activity and to legal entities under public law.

Deviating, conflicting, or supplementary general terms and conditions of the purchaser shall not become part of the contract, even if known to MAIBACH, unless their validity is expressly agreed to in writing.

MAIBACH's general terms and conditions shall also apply if MAIBACH executes delivery to the purchaser unconditionally despite being aware of conflicting or deviating terms and conditions of the purchaser.

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§ 2 Offers / Offer Documents / Unavailability of Performance

Offers are non-binding.
Information provided by MAIBACH regarding goods and prices during the ordering process is non-binding.

By submitting MAIBACH's order form, the purchaser makes a binding offer to conclude a purchase contract. MAIBACH confirms receipt of the order promptly via email. This confirmation does not constitute acceptance of the order. However, MAIBACH may combine the confirmation with acceptance. Acceptance is deemed to have occurred at the latest upon delivery of the ordered goods. An explicit declaration of acceptance by MAIBACH is not required.

Agreements deviating from the order are only valid if confirmed in writing or by email by MAIBACH.

If, before execution of the order, significant increases in raw material prices, wages, taxes, public charges, and/or difficulties due to laws or binding regulations occur that demonstrably affect MAIBACH's offer calculation, MAIBACH is entitled to charge a reasonable price increase. "Significant" means changes of at least 10%.

Technical changes and changes in shape, color, and/or weight are reserved within reasonable limits.

Compliance with technical data or other details from catalogs, brochures, part lists, and/or drawings/sketches is only confirmed if specific data, dimensions, or details are explicitly included in the technical description of the offer. General references to documents or drawings only confirm functionality.

Obvious errors in the offer or written order confirmation entitle MAIBACH to withdraw from the contract without prejudice to other rights. The purchaser has no claim for damages in this regard.

If the order qualifies as an offer under § 145 BGB, MAIBACH may accept it within 4 weeks. Acceptance may be declared in writing, by performance and notification thereof to the purchaser, or by delivery of the goods.

The conclusion of the contract is subject to proper and timely self-supply by MAIBACH's suppliers. This applies only if MAIBACH is not responsible for the non-delivery, especially in the case of a congruent covering transaction with the supplier. MAIBACH is not liable for non-delivery due to unforeseen, unavoidable, and unintentional events, especially epidemics, pandemics (e.g., COVID-19), or official measures such as quarantine.

If MAIBACH is unable to perform, it is entitled to withdraw from the obligation to perform. The purchaser will be informed immediately of the unavailability of the service. Any payment made by the purchaser will be refunded promptly.

MAIBACH retains ownership and copyright of illustrations, drawings, calculations, and other documents; they must not be made accessible to third parties. This applies especially to documents marked "confidential." Disclosure to third parties requires MAIBACH's express written consent.

These documents must be returned to MAIBACH free of charge without request once they are no longer needed. The purchaser is liable for loss and damage. Upon request, these items/documents must be returned at any time. The purchaser has no right of retention. Documents/items must be stored securely and may not be reproduced without prior written consent from MAIBACH.

For items/documents protected by MAIBACH's intellectual property rights or considered trade secrets, the purchaser is only permitted to use them as expressly authorized by MAIBACH, unless certain usage rights are generally available to third parties.

§ 3 Scope of Delivery

The purchaser is obliged to specify the individual characteristics of the delivery item in their order according to the intended use, taking into account all technically relevant factors.

If such specifications are missing or incomplete, MAIBACH's general product information shall apply additionally where appropriate.

The scope of delivery is determined by MAIBACH's written order confirmation. If the contract is concluded by acceptance of a time-limited offer from MAIBACH, the content of MAIBACH's offer shall be decisive.

Supplementary agreements and changes require written confirmation by MAIBACH.

If packaging is generated at the purchaser's site, they confirm upon acceptance of the goods that they are able to dispose of it in accordance with the Packaging Act and commit to doing so. Upon request, the purchaser must provide information on the type and quantity of packaging disposed of under the Packaging Act. If the purchaser does not wish to dispose of the packaging themselves, they must notify MAIBACH immediately in writing or in text form. In this case, MAIBACH will offer the purchaser the option to return the packaging in compliance with the Packaging Act. The purchaser bears the cost of return shipping.

Design or form changes due to technical improvements or legal requirements are permitted during the delivery period, provided the delivery item or agreed delivery is not significantly altered and the changes are reasonable for the purchaser.

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§ 4 Prices / Payment Terms

Unless otherwise agreed, prices are "ex works" plus applicable statutory VAT.

The purchase price is due for payment within 30 days from the invoice date. If the purchaser is in default, MAIBACH is entitled to charge default interest of 9% above the base interest rate p.a. If a higher damage due to delay is proven, MAIBACH may claim it. The purchaser may prove lesser damage.

Rights of set-off or retention are only available to the purchaser if their counterclaims are legally established, undisputed, or acknowledged by MAIBACH. The purchaser may only exercise a right of retention if their counterclaim arises from the same contractual relationship.

MAIBACH is entitled to apply payments to the oldest due claim, even if the purchaser specifies otherwise.

If the purchaser's financial situation significantly deteriorates after contract conclusion, or if MAIBACH becomes aware of a prior deterioration that raises serious doubts about the purchaser's creditworthiness, MAIBACH may demand advance payment or security. If the purchaser fails to comply, MAIBACH may withdraw from the contract.

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§ 5 Call-Off Orders

Call-off orders must be accepted within the specified timeframes or on the agreed dates.

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§ 6 Delivery Time / Delay / Cancellation Costs

The delivery time stated by MAIBACH begins only after all technical questions are clarified and the purchaser has fulfilled all obligations properly and on time.

This includes documents to be provided or created by the purchaser, such as drawings, descriptions, approvals, releases, and the crediting of agreed advance payments to MAIBACH's account.

If any of these prerequisites are missing or unclear due to the purchaser, the delivery time is suspended until the issue is resolved.

The delivery period is met if the delivery item has left the factory by the agreed date or, at the latest, by the end of the calendar week following that date, or if readiness for dispatch has been communicated to the purchaser.

The delivery period is extended appropriately in the event of unforeseen circumstances not attributable to MAIBACH, which demonstrably affect completion or delivery. This also applies to such circumstances at MAIBACH's suppliers.

This includes labor disputes (e.g., strikes, lockouts), epidemics, pandemics (including COVID-19), diseases, and official measures (e.g., quarantine orders).

Delays due to such circumstances are not attributable to MAIBACH, even if they occur during an existing delay. MAIBACH will inform the purchaser of the beginning and end of such hindrances as soon as possible.

If such unforeseeable circumstances or hindrances make contract fulfillment indefinitely impossible and cannot be overcome with reasonable effort, MAIBACH may withdraw from the contract. MAIBACH must inform the purchaser immediately and refund any payments already received. Further claims by the purchaser are excluded.

MAIBACH is only in default if the purchaser sets a two-week grace period in text form and MAIBACH fails to meet it.

If the purchaser is in default of acceptance or breaches cooperation obligations, MAIBACH may claim damages, including additional expenses. In this case, the risk of accidental loss or deterioration passes to the purchaser at the time of default.

If delivery is delayed at the purchaser's request, storage costs will be charged starting the month after notification of readiness for dispatch—0.5% of the invoice amount per month if stored at MAIBACH's facilities.

MAIBACH may prove higher damages; the purchaser may prove lower damages.

After a reasonable period communicated to the purchaser, MAIBACH may withdraw from the contract or dispose of the delivery item elsewhere and deliver to the purchaser within a new reasonable period.

If the purchaser unjustifiably withdraws from an order, MAIBACH may claim 10% of the sales price for processing costs and lost profit, unless the purchaser proves lesser damage.

If MAIBACH is in delay, claims for damages due to delay are excluded in cases of slight negligence.

Otherwise, the purchaser may claim 3% of the delivery value per full week of delay, up to a maximum of 15%. MAIBACH may prove lesser damage; the purchaser may prove greater damage. In all cases, damage claims are limited to foreseeable, typical damages. § 11 applies accordingly.

§ 7 Place of Performance

MAIBACH explicitly states that for every delivery agreed as “ex works,” the place of performance for the contractual relationship is Eislingen, regardless of the final delivery destination.

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§ 8 Transfer of Risk

Delivery is made “ex works” Eislingen.

The transfer of risk is equivalent to handover if the purchaser is in default of acceptance.

The above clauses also apply to agreed partial deliveries.

If MAIBACH has contractually agreed to bear shipping costs, delivery, or installation of the contractual item, the above risk transfer clauses remain unaffected.

If shipment is delayed due to circumstances attributable to the purchaser, the risk transfers to the purchaser on the day of readiness for dispatch. However, MAIBACH is obliged, upon request and at the purchaser’s expense, to arrange insurance as requested.

Delivered items must be accepted by the purchaser even if they have minor defects, without prejudice to the rights under § 9.

Partial deliveries are permitted.

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§ 9 Warranty

The limitation period for warranty claims is 12 months – except in cases of fraud and subject to § 11 para. 7. Any claims for damages, including those due to breach of a duty to remedy defects under para. 4, are governed by § 11.

Otherwise, MAIBACH's warranty is initially limited to supplementary performance, at MAIBACH's discretion, either by repair or replacement. In the case of defect removal, MAIBACH bears the necessary costs for removing the defective item and installing the repaired or replaced defect-free item, provided these costs are not increased due to the item being located somewhere other than the place of performance.

Additional legally and economically necessary rework of the final product during supplementary performance due to combination, mixing, or processing is not reimbursed by MAIBACH in proportion to the price of the delivered product versus the final product's sales price. This also applies to supplementary performance for final products without prior mixing or processing.

If use of the delivered item results in infringement of industrial property rights or copyrights in Germany, MAIBACH will obtain the right for continued use or eliminate the infringement in another way. If this is not possible under economically reasonable conditions or within a reasonable time, the purchaser may withdraw from the contract. MAIBACH also has the right to withdraw under these conditions.

This obligation is final for IP and copyright infringement, subject to § 11. It requires the purchaser to promptly inform MAIBACH of any asserted violations and to support MAIBACH in defending against such claims or allow modification measures. MAIBACH must retain all defense rights. The defect must not be based on instructions from the purchaser or result from unauthorized changes or improper use of the item by the purchaser.

If MAIBACH is not liable under this section, the purchaser shall indemnify MAIBACH against all third-party claims.

If supplementary performance fails or is delayed beyond reasonable timeframes, the purchaser may withdraw from the contract. In cases of minor non-conformity, especially minor defects, the purchaser has no right of withdrawal. The right to reduce the price is excluded.

Repair is deemed failed after the second unsuccessful attempt, unless further attempts are reasonable and acceptable to the purchaser due to the nature of the item.

If the purchaser claims damages after failed supplementary performance, the item remains with the purchaser if reasonable. Damages are limited – subject to § 11 – to the difference between the purchase price and the value of the defective item after failed

performance or the price of third-party performance, minus saved expenses. This does not apply if MAIBACH acted fraudulently.

In case of defective items resulting from combination, mixing, or processing, MAIBACH compensates only in proportion to the price of the delivered item versus the expected sales price of the defect-free final product.

MAIBACH's product descriptions are considered specifications. Public statements, promotions, or advertising do not constitute contractual specifications.

The same applies to product descriptions from manufacturers used by MAIBACH. Public statements, promotions, or advertising by the manufacturer do not constitute contractual specifications.

If the purchaser receives a defective assembly manual, MAIBACH is only obliged to provide a defect-free manual, and only if the defect prevents proper assembly.

The purchaser may only claim damages or withdraw from the contract if MAIBACH fails to repair or replace the item within a reasonable period or if such remedy is unreasonable.

Warranty claims under paras. 1–7 require the purchaser to notify MAIBACH GmbH of obvious defects within 2 weeks of receiving the goods and hidden defects within 2 weeks of discovery, in text form.

The purchaser bears the burden of proof for timely defect notification and for not having attempted to remedy the defect themselves.

MAIBACH does not provide guarantees in the legal sense. Manufacturer warranties from third parties remain unaffected.

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§ 10 Warranty for Replacement of Individual Parts

If an individual component of a product is replaced within the warranty period, this does not result in an extension or restart of the warranty period for the entire product. The extension or restart applies only to the replaced part, provided MAIBACH has unconditionally acknowledged the obligation to remedy.

§ 7 Place of Performance

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§ 11 Limitations of Liability

MAIBACH's liability for negligent breaches of duty is limited to the foreseeable, contract-typical, direct average damage based on the nature of the goods. This also applies to negligent breaches of duty by employees, workers, staff, representatives, and agents of MAIBACH.

In cases of slightly negligent breaches of non-essential contractual obligations, liability is excluded.

Unless otherwise stated below, further claims by the purchaser—regardless of legal basis—are excluded.

MAIBACH is not liable for damages that do not occur directly to the delivery item itself, especially not for lost profits or damages to other assets of the purchaser or third parties, including those resulting from combination, mixing, processing, or further treatment of the goods.

The exclusion and limitation of liability in paragraphs (1) and (2) do not apply to damages resulting from injury to life, body, or health, or in cases of intent or gross negligence. They also do not apply if MAIBACH culpably breaches a material contractual obligation (cardinal duty) or fraudulently conceals a defect. In such cases, liability is limited to the foreseeable, contract-typical, direct average damage as per paragraph (1).

Material contractual obligations (cardinal duties) are those that ensure the achievement of the contract's purpose and whose fulfillment enables proper execution of the contract and on which the purchaser may rely.

If MAIBACH breaches a cardinal duty, liability for property damage—unless gross negligence is involved—is limited to the coverage amount of MAIBACH's business liability insurance. Upon request, MAIBACH will provide access to the insurance policy.

Where MAIBACH's liability is excluded or limited, this also applies to the personal liability of its employees, workers, staff, representatives, and agents.

MAIBACH is generally not liable if, at the purchaser's request, parts other than those manufactured or specified by MAIBACH are installed in the delivery item. The purchaser bears the burden of proof that such deviation did not cause any defect.

MAIBACH is not liable for installation work carried out by the purchaser. The purchaser bears the burden of proof for proper installation.

The above limitations of liability do not affect the purchaser's claims under warranties and/or product liability.

Claims for damages under paragraphs 1–7 are subject to the statutory limitation periods.

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§ 12 Retention of Title

MAIBACH retains ownership of the contractual item until all payments from the ongoing business relationship have been received.

In case of breach of contract by the purchaser, especially payment default, MAIBACH is entitled to reclaim the item. Reclaiming the item does not constitute withdrawal from the contract unless MAIBACH explicitly declares so in writing.

Seizure of the item by MAIBACH always constitutes withdrawal from the contract. After reclaiming the item, MAIBACH is entitled to sell it. The proceeds from the sale will be credited against the purchaser's liabilities, minus reasonable selling costs.

The purchaser must handle the goods with care and insure them at their own expense against fire, water, and theft damage at replacement value. If maintenance and inspection work is required, the purchaser must carry it out regularly and at their own expense.

In case of seizure or other third-party interventions, the purchaser must notify MAIBACH immediately in writing. If the third party cannot reimburse MAIBACH for legal and extrajudicial costs under § 771 ZPO, the purchaser is liable for the loss.

The purchaser must also inform MAIBACH immediately of any damage or destruction of the goods. Any change of possession or relocation of the business must also be reported to MAIBACH.

The purchaser may resell the goods in the ordinary course of business. However, they hereby assign to MAIBACH all claims arising from the resale against their customers or third parties, up to the amount of the agreed price of the reserved goods (including VAT), regardless of whether the goods were resold with or after processing. MAIBACH accepts this assignment.

The purchaser remains authorized to collect the claim even after assignment. MAIBACH's right to collect the claim itself remains unaffected. MAIBACH agrees not to collect the claim as long as the purchaser meets their payment obligations, is not in default, and no insolvency proceedings are filed or payment suspension occurs. If this happens, MAIBACH may require the purchaser to disclose the assigned claims and debtors, provide all necessary information for collection, hand over related documents, and notify the debtors of the assignment.

Processing or transformation of the goods by the purchaser is always done in the name and on behalf of MAIBACH. If the goods are processed with other items not belonging to MAIBACH, MAIBACH acquires co-ownership of the new item in proportion to the value of the goods to the other processed items at the time of processing.

The same applies to items created by mixing. If mixing occurs in such a way that the purchaser's item is considered the main item, it is agreed that the purchaser transfers proportional co-ownership to MAIBACH. The purchaser shall hold the sole or co-ownership for MAIBACH.

The purchaser also assigns to MAIBACH claims against third parties arising from the combination of the goods with real estate, up to the value of the reserved goods (including VAT), to secure MAIBACH's claims.

MAIBACH agrees to release securities upon the purchaser's request to the extent that the value of the securities exceeds MAIBACH's claims by more than 20%. MAIBACH will choose which securities to release.

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§ 13 Special Termination Right / Embargo Regulations / EU Anti-Terror Regulations

If contract conclusions between MAIBACH and the purchaser or resulting delivery/payment obligations violate national or international regulations (e.g., foreign trade regulations of Germany, export and embargo regulations of the EU, other countries, especially the USA, including EU anti-terror regulations), MAIBACH is entitled to terminate the contract extraordinarily and/or withdraw from it.

In such cases, the purchaser has no claim for damages.

The purchaser is obliged to inform themselves about relevant legal regulations that may prevent MAIBACH from fulfilling the contract.

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§ 14 Data Protection

Both parties agree to comply with applicable data protection laws, especially the EU General Data Protection Regulation (GDPR), in the execution of the contract and to ensure their employees also comply.

Further information on data protection is available on our website: www.maibach-ipg.de

§ 15 Confidentiality

The purchaser is obliged to treat all information, know-how, and other business secrets related to the execution of the respective order as strictly confidential and not to disclose any information, documents, or other materials to third parties without MAIBACH's express consent.

MAIBACH will also treat the purchaser's documents confidentially.

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§ 16 Provider Identification

Comprehensive information about MAIBACH, such as the full company name, address, commercial register number, VAT ID number, and more, can be found in the legal notice on our website:
www.maibach-ipg.de

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§ 17 Final Provisions

The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods and the provisions of German private international law do not apply.

The transfer of rights and obligations of the purchaser to third parties is only possible with prior written consent from MAIBACH.

If the purchaser is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is MAIBACH's registered office. The same applies if the purchaser does not have a general place of jurisdiction in Germany or if their place of residence or usual location is unknown at the time of legal action.

MAIBACH is also entitled to bring legal action at the purchaser's principal place of business.

If individual provisions of the contract with the purchaser, including these General Terms and Conditions, are or become wholly or partially invalid, the validity of the remaining provisions shall not be affected.

The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

Eislingen, September 2025