

## General Terms and Conditions

### General Terms and Conditions GTC of SCHMITT-Kreiselpumpen GmbH & Co. KG

As of: March 2025

#### 1. General, Scope

1.1 These General Terms and Conditions of Sale apply to all our business relationships with our customers ("Buyer"). The Terms and Conditions of Sale apply only if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law. Our Terms and Conditions of Sale apply exclusively. Deviating, conflicting, or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement for consent applies in all cases, for example, even if the Buyer refers to its GTC in the context of the order and we do not expressly object to this.

1.2 Individual agreements and details in our order confirmation take precedence over these Terms and Conditions of Sale. Trade terms shall be interpreted in accordance with the Incoterms® 2020 issued by the International Chamber of Commerce in Paris (ICC), unless otherwise specified.

1.3 Legally relevant declarations and notifications by the Buyer regarding the contract (e.g., setting deadlines, notification of defects, withdrawal, or reduction) must be made in writing. Written form within the meaning of these Terms and Conditions of Sale includes written and text form (e.g., letter, e-mail, fax). Statutory form requirements and additional evidence, particularly in cases of doubt regarding the legitimacy of the declarant, remain unaffected.

1.4 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions apply unless they are directly modified or expressly excluded in these Terms and Conditions of Sale.

#### 2. Offer and Offer Documents

2.1 Our offers are non-binding unless otherwise stated in the order confirmation.

2.2 This also applies if we have provided the Buyer with catalogs, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions, or documents – including in electronic form – to which we retain ownership and copyright rights.

#### 3. Delivery and Transfer of Risk

3.1 Unless otherwise specified in the order confirmation, delivery shall be "Free Carrier" Ettlingen (FCA Incoterms® 2020). The delivery period is individually agreed upon or specified by us upon acceptance

of the order. The commencement of the delivery period we specify presupposes the clarification of all technical questions. If the customer requests, we will insure the delivery with transport insurance; the costs incurred shall be borne by the customer.

3.2 We are entitled to withdraw from the contract if, despite prior conclusion of corresponding purchase agreements, we are not supplied by one of our suppliers, not in time, or only incompletely and are therefore unable to deliver the purchased item; our responsibility for intent and negligence remains unaffected. We will immediately inform the customer of our non-delivery and, if we intend to withdraw, exercise the right of withdrawal without delay. In the event of withdrawal, we will promptly refund any consideration already received from the customer.

3.3 Compliance with our delivery obligation further requires the timely and proper fulfillment of the customer's obligations. The defense of non-performance of the contract remains reserved.

3.4 If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to claim compensation for any resulting damage, including any additional expenses incurred. Further claims or rights remain reserved.

3.5 If the conditions of Clause 3.3 are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the moment they are in default of acceptance or debtor's delay.

3.6 The occurrence of our delivery delay is determined by statutory provisions. However, a reminder by the Buyer is required in all cases.

3.7 The Buyer's rights under Clause 6 of these Terms and Conditions of Sale and our statutory rights, particularly regarding an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

#### **4. Prices and Payment Terms**

4.1 Unless otherwise agreed in individual cases, our prices valid at the time of contract conclusion apply "Free Carrier" Ettlingen (FCA Incoterms® 2020), plus statutory VAT.

4.2 Packaging material is invoiced separately and will not be taken back. 4.3 A cash discount deduction requires a special agreement. 4.4 The purchase price is due and payable within 30 days from the invoice date and delivery or acceptance of the goods. However, we are entitled, even within an ongoing business relationship, to carry out a delivery wholly or partially only against advance payment. We declare such a reservation at the latest with the order confirmation. Upon expiration of the above payment period, the Buyer is in default. The purchase price shall bear interest at the applicable statutory default interest rate during the default period. We reserve the right to claim further damages for default. Our claim to the commercial maturity interest (§ 353 HGB) remains unaffected for merchants. 4.5 The Buyer is only entitled to set-off or retention rights insofar as its claim has been legally established or is undisputed.

## 5. Warranty for Defects

5.1 The basis of our liability for defects is primarily the agreement reached on the condition and intended use of the goods (including accessories and instructions). The suitability of the pumps concerning various chemicals is derived from our resistance list. These details are compiled to the best of our knowledge and available experience. However, due to the numerous application possibilities of the purchased item, only a lack of suitability ("not resistant") is agreed upon. "Resistance" or "conditional resistance" cannot be generally assured and depends on the customer's specific application. Accordingly, no quality guarantee is assumed. Further, product descriptions and manufacturer information that are part of the individual contract or have been publicly announced by us (especially in catalogs or on our website) at the time of contract conclusion are considered agreements on the quality within this meaning.

5.2 The Buyer's warranty claims require that it has duly fulfilled its obligation to inspect and give notice of defects under § 377 HGB.

5.3 If a defect exists in the purchased item, we are entitled, at our discretion, to either rectify the defect or deliver a new defect-free item.

5.4 If the supplementary performance fails, the Buyer is entitled to withdraw from the contract or demand a price reduction at its discretion.

## 6. Liability

6.1 Unless otherwise stipulated below, we shall be liable in the event of contractual and non-contractual breaches of duty in accordance with statutory provisions.

6.2 We shall be liable for damages – regardless of the legal basis – within the framework of fault-based liability in cases of intent and gross negligence.

## 7. Retention of Title

7.1 We retain ownership of the purchased item until full payment of all claims arising from the delivery contract.

## 8. Statute of Limitations

8.1 The general limitation period for claims for material and legal defects is one year from delivery.

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## **9. Jurisdiction and Place of Performance**

9.1 Our registered office is the place of jurisdiction; however, we are entitled to sue the customer at its place of business.