

## 1. General

These general terms and conditions (hereinafter "GTC") apply to all contracts between BITTER Anlagenbau GmbH (hereinafter "BITTER GmbH") and the customer regarding the sale and manufacture of products or customer-specific products (hereinafter "Products").

These GTC of BITTER GmbH apply exclusively. Any conflicting terms and conditions of the customer that deviate from these GTC are not recognized unless BITTER GmbH has expressly agreed to their validity.

## 2. Offers

Offers from BITTER GmbH are subject to change without notice. The information contained in the offer or order confirmation shall be decisive for the content and scope of the service. The documents accompanying the offer (e.g., illustrations or drawings) as well as weight and dimensions are only approximate unless expressly designated as binding.

## 3. Delivery

The delivery period begins upon the conclusion of the contract, but not before the customer has provided the required documents, approvals, or releases, as well as before receipt of an agreed down payment.

The delivery period is met if the product has left the BITTER GmbH factory or warehouse or has notified BITTER that it is ready for shipment by the expiry of the delivery period.

If delivery is unreasonably hindered by circumstances for which neither BITTER GmbH nor the customer are responsible, or due to circumstances for which the customer is solely or predominantly responsible, the delivery period shall be extended by the duration of the relevant circumstance.

## 4. Packaging/Shipping

The risk is transferred to the customer at the latest upon handover to the transport company/carrier, even if BITTER GmbH has covered the shipping costs.

Unless otherwise agreed, packaging, shipping route, and means of transport are at the discretion of BITTER GmbH. The customer is free to take out transport insurance.

The customer must assert any claims regarding transport damage directly with the carrier.

## 5. Price/Payments

Prices are exclusive of VAT at the applicable rate and generally exclude shipping. If, in exceptional cases, prices are agreed upon free of charge or free of charge to the place of use, the prices include shipping costs. If, in this case, the customer fails to ensure unhindered access and immediate unloading, the resulting costs must be borne separately.

Packaging costs must be borne separately by the customer. Depending on the agreement, a flat rate or the cost price will be charged.

Unless otherwise agreed, the purchase price is payable within 10 days with a 2% discount or 30 days after the invoice date.

If the customer defaults on payment, BITTER GmbH is entitled – without prejudice to other claims and rights – to charge default interest at a rate of 10%. Furthermore, any outstanding (partial) payments become due immediately. If the customer's financial circumstances deteriorate significantly, BITTER GmbH is entitled to demand advance payment for outstanding deliveries.

## 6. Retention of Title

BITTER GmbH reserves ownership of the delivered products until all claims against the customer arising from the business relationship, including future claims, including those arising from contracts concluded simultaneously or subsequently, have been settled.

In the event of a connection or mixing of the delivered products with other items not belonging to BITTER GmbH leading to the extinction of ownership, BITTER GmbH shall be entitled to co-ownership of the processed, combined, or mixed item in proportion to the invoice value of all items used in the processing, combination, or mixing. All items resulting from the processing, combination, or mixing are reserved goods within the meaning of these General Terms and Conditions.

In the event of seizure or other interventions by third parties, the customer must immediately notify BITTER GmbH in writing and provide all necessary information. Furthermore, the customer must inform the third party of the existing ownership situation. The customer may not pledge the delivered products or assign them as security. The customer is entitled to resell the delivered products in the ordinary course of business. The customer hereby assigns to BITTER GmbH all claims, including all ancillary rights. This applies regardless of whether the reserved goods are resold without or after processing.

If the delivered products are resold together with other goods that do not belong to BITTER GmbH, the customer's claim against the purchaser in the amount of the agreed delivery price shall be deemed assigned.

## 7 Liability

BITTER GmbH is liable for personal injury and damages under the Product Liability Act in accordance with statutory provisions.

BITTER GmbH is also liable for warranties provided in writing and confirmed.

BITTER GmbH is not liable for lost profits, indirect damages, consequential damages, or third-party claims.

Further liability is excluded.

## 8 Liability for Defects

BITTER GmbH is liable for defects in the products it manufactures and delivers in accordance with the following provisions:

Defects will be remedied within a reasonable period of time (subsequent performance). This will be done, at our discretion by eliminating the defect (repair) or by delivering defect-free goods (replacement delivery).

Of the direct costs incurred by the repair or replacement delivery, BITTER GmbH will bear the cost of the replacement part, including shipping within Germany – provided the complaint proves to be justified. BITTER GmbH does not bear the costs for shipping outside Germany, for removal and installation, or for the costs of providing any necessary fitters and assistants, including travel expenses.

BITTER GmbH is not liable for defects resulting from normal wear and tears, improper use, excessive stress, or external influences for which BITTER GmbH is not responsible.

## 9 Miscellaneous

The customer is only entitled to a right of retention or offsetting if their counterclaims have been legally established, are undisputed, or have been recognized by Bitter GmbH. Furthermore, they are only entitled to exercise their right of retention to the extent that their counterclaims are based on the same contractual relationship pursuant to Section 273 of the German Civil Code (BGB).

The place of performance is the registered office of BITTER GmbH. The contractual relationship is subject exclusively to German law.

Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.