

General terms and conditions

1. General - Scope of application

The following terms and conditions apply to all our contracts with companies within the meaning of § 14 BGB (German Civil Code). They also apply to future contracts, even if an express reference to these conditions is no longer made. Deviating terms and conditions of our customers do not apply unless expressly agreed otherwise. The acceptance or execution of services does not constitute an acknowledgement of our customer's contractual terms and conditions. Our employees (with the exception of the management) are not entitled to agree verbal deviations from the following contractual conditions.

2. Quotations – Orders

21 If the customer's order qualifies as an offer pursuant to § 145 BGB, we are entitled to accept this offer within three weeks. Delivery orders which we execute immediately do not require express acceptance. Apart from that, orders and purchase orders only become binding for us when we have expressly confirmed them.

22 Our own quotations are initially subject to change and non-binding.

23 The following applies to our online shop: The products displayed there do not yet constitute quotations, but are only a non-binding online catalogue. With the order, the customer places a binding order which is confirmed/accepted by us either by an express order confirmation (not already by the mere order confirmation) or by the delivery of the goods.

24 Orders will only be executed for the standard packages and quantities stated in the catalogue. In the event of order quantities deviating from these, we reserve the right to agree a surcharge for special packaging. We reserve the right to charge a processing surcharge of 10 euros for small orders under 100 euros and a processing surcharge of 15 euros for export orders under 150 euros.

25 We reserve the right to make technical changes to our products, insofar as this is not associated with any technical deterioration. All dimensions and weights are to be regarded as approximate unless otherwise expressly agreed.

3. Closing orders (call orders)

Unless otherwise expressly agreed between the customer and us, closing orders are valid for a period of one year at the longest. The order must be called off in its entirety within this period. If this does not happen, we are entitled to deliver and invoice the remaining quantities without existing call-offs.

4. Prices - Terms of payment, set-off and retention

41 Unless expressly stated otherwise in the agreement, our prices apply „ex works“ at our registered office (EXW Incoterms® 2020), including loading at the factory, but excluding packaging, shipping, insurance, customs duties (for deliveries abroad) and VAT.

42 The deduction of a cash discount requires express prior agreement.

43 Our invoices are due on delivery in accordance with the separately agreed terms of payment, otherwise immediately from the invoice date without deduction. If the customer is in default of payment, we are entitled,

- to assert all claims arising from this or other transactions, even if individual instalments are not yet due, against the customer immediately,
- to withhold deliveries or other services from this or other transactions until complete fulfilment of all claims to which we are entitled from this or other orders by the customer,
- to demand a reasonable security deposit,
- default interest at the statutory rate. However, if we are able to prove higher damages caused by default, we are entitled to claim such damages.

The customer may only offset counterclaims or assert a right of retention on account of these if these have been legally established, are undisputed or recognised by us and in the case of counterclaims arising from the same debt relationship.

In the event that the customer agrees to electronic invoicing, he will receive invoices from J.D. Geck GmbH exclusively in electronic form. In this case, the customer provides J.D. Geck GmbH with an e-mail address for the purpose of receiving electronic invoices. The customer undertakes to create the technical prerequisites for being able to retrieve the invoice as agreed. The customer will notify J.D. Geck GmbH without delay of any change in the e-mail address designated for sending the electronic invoice. In the event of culpably omitted or incorrect notification of the change of the e-mail address designated for the electronic invoice, the customer reimburses J.D. Geck GmbH for the damage incurred due to the determination of the address.

44 The electronic invoice is deemed to have been received upon receipt of the e-mail to which the electronic invoice is attached.

45 The customer may revoke the consent to the electronic invoice dispatch at any time and send the revocation to the following address:

J.D. Geck GmbH, Grünewiese 28, 58762 Altena; E-Mail: geck@geck.de

5. Delivery

51 Delivery periods, which may be agreed to be binding or non-binding, commence with the dispatch of the order confirmation, but not before the submission of all data and documents to be provided by the customer, the clarification of all technical questions and the receipt of any agreed down payment. Delivery deadlines are only binding if this has been expressly agreed.

52 Delivery deadlines are deemed to have been met if the delivery item has left our factory or notification of readiness for dispatch has been given.

53 Delivery and performance periods will be extended appropriately in the event of measures within the scope of industrial disputes, in particular strikes and lock-outs, as well as in the event of unforeseen hindrances for which we or our vicarious agents are not responsible, if such hindrances lead to delays in performance on our part or on the part of our suppliers or subcontractors.

54 If the customer is in default with the acceptance of the performance, we are entitled, without prejudice to further legal claims, to charge 0.5 per cent of the invoice value per month for the costs of storage, unless the customer proves a lower damage.

6. Partial deliveries

We are entitled to make partial deliveries and early deliveries to an extent that is reasonable for the customer.

7. Warranty

The subject matter of the contract is exclusively the product delivered by us with the properties and characteristics as well as the intended use in accordance with the product description enclosed with the products or provided in advance and the subjective and objective requirements in accordance with § 434 BGB. Other or more extensive properties and/or characteristics or a purpose of use going beyond this are only deemed to be agreed if they are expressly confirmed by us.

- The warranty period for the products delivered by us is one year from the statutory commencement of the limitation period. The same applies to withdrawal and reduction as well as compensation for damages. This period does not apply insofar as the law pursuant to §§ 438 para. 1 no. 2 (buildings and things used for a building), 479 para. 1 (right of recourse) and 634a para. 1 no. 2 (defects of a building) of the German Civil Code (BGB) prescribes mandatory longer periods and also not in the case of intent, fraudulent concealment of a defect and non-compliance with a guarantee of quality and not in the case of a breach of essential contractual obligations (cardinal obligations). Then the statutory limitation periods apply in each case. The statutory provisions on suspension of expiry, suspension and recommencement of the periods remain unaffected.
- All delivered parts that have a defect have to be repaired or replaced free of charge at our discretion, if and to the extent that the cause of the defect already existed at the time of the transfer of risk (supplementary performance).
- Defects which are not to be regarded as hidden defects must be notified to us in text form within a period of 5 days after handover. Concealed defects must be notified in text form within 5 days of discovery of the defect. If the notification has not been sent to us by the expiry of the deadline, the goods are deemed to have been approved without defects.

72 If the customer has not fulfilled his payment obligations or has not fulfilled them in time, our warranty obligations are suspended until then.

73 If products are manufactured according to design documents provided by the customer, we are only liable for proper workmanship. If claims are asserted against us by third parties for such products due to causes which are not within our scope of manufacture, our customer is obliged to indemnify us against such claims.

8. Liability

81 Any claims for damages by the customer - for whatever legal reason - are excluded. This does not apply in the event of fraudulent concealment of a defect, non-compliance with a guarantee of quality, injury to life, limb or health or in the event of a willful or grossly negligent breach of duty by us or in the event of a breach of duties the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely (so-called essential contractual duties / cardinal duties). Claims under the Product Liability Act are also not affected by this limitation of liability.

82 However, the claim for damages for the breach of material contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health. The above limitations of liability apply equally to claims against our legal representatives, vicarious agents and employees and also to claims for reimbursement of futile expenses (§ 284 BGB). A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

9. Retention of title

91 We retain title to all delivered items (hereinafter referred to as "goods subject to retention of title") until all claims have been fulfilled, irrespective of their legal basis, including future or conditional claims arising from contracts concluded at the same time or later. This also applies if payments are made on specially designated claims.

92 If there are indications which justify the assumption of the customer's inability to pay or the threat of such, we are entitled to withdraw from the contract without setting a deadline and to demand the return of the reserved goods.

93 Processing of the goods subject to retention of title is carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without obligating us. The processed goods are deemed to be reserved goods within the meaning of clause 9.1. If the reserved goods are processed, combined and mixed with other goods by the customer, we are entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires due to combination or mixing, the customer already now transfers to us the ownership rights to which he is entitled in the new stock or item to the extent of the invoice value of the goods subject to retention of title and keeps them for us free of charge. The co-ownership rights arising hereunder are deemed to be reserved goods within the meaning of clause 9.1.

94 The customer is only entitled to resell, process or combine the goods subject to retention of title with other items or otherwise install them within the scope of proper business operations and as long as he is not in default of payment of the purchase price. Any other disposal of the reserved goods is not permitted. We must be notified immediately of any seizure or other access to the goods subject to retention of title by third parties. All intervention costs are borne by the customer insofar as they cannot be recovered from the third party and the third-party action has been justifiably brought. If the customer defers the purchase price to his customer, he has to reserve the ownership of the reserved goods vis-à-vis the latter under the same conditions under which we have reserved the ownership of the delivery of the reserved goods. However, the customer is not obliged to also reserve ownership with regard to claims against his customer that only arise in the future. Otherwise, the customer is not authorised to resell the goods.

95 The customer's claims from the resale of the reserved goods are hereby already assigned to us. They serve as security to the same extent as the reserved goods. The customer is only entitled and authorised to resell the goods if it is ensured that the claims to which he is entitled therefrom are transferred to us.

96 If the reserved goods are sold by the customer together with other goods not supplied by us for a total price, the assignment of the claim from the sale is made in the amount of the invoice value of the respective reserved goods sold.

97 If the assigned claim is included in a current account, the customer hereby assigns to us a part of the balance corresponding to the amount of this claim, including the final balance from the current account.

98 The customer is authorised to collect the assigned claim until revoked by us. We are entitled to revoke the contract if the customer does not properly fulfil his payment obligations arising from the business relationship or if circumstances become known which are likely to significantly reduce the customer's creditworthiness. If the conditions for exercising the right of revocation exist, the customer is obliged, at our request, to immediately disclose the assigned claims and their debtors, to provide all information necessary for the collection of the claims, to hand over the relevant documents to us and to notify the debtor of the assignment. We are also entitled to notify the debtor of the assignment ourselves. The customer is not authorised to assign the claims in other respects, not even on the basis of our authorisation to collect.

99 If the nominal value (invoice amount of the goods or nominal amount of the claim rights) of the securities existing for us exceeds the secured claims by more than 10 % in total, we are obliged to release securities of his choice to this extent at the customer's request.

910 If we assert the retention of title, this will only be deemed to be a withdrawal from the contract if this is expressly declared by us. The customer's right to possess the goods subject to retention of title expires if he fails to fulfil his obligations under this or any other contract.

911 We reserve title to the delivered goods as security for all claims to which we are entitled against the customer under the business relationship. The retention of title also extends to the new products created by processing, mixing or combining our goods, in which case we are deemed to be the manufacturer. In the event of processing, combining or mixing with items that do not belong to the customer, we acquire co-ownership in the ratio of the invoice value of our reserved goods to the invoice values of the other materials.

912 The customer hereby assigns to us by way of security all claims arising from the sale of goods subject to retention of title in their entirety or in the amount of our co-ownership share, if any. As long as the customer is willing and able to properly fulfil his obligations towards us, he may dispose of the goods owned or co-owned by us in the ordinary course of business and collect the claims assigned to us himself. The customer may only transfer ownership by way of security, pledge and assign claims, including by way of sale of claims, with our prior written consent. The customer has to notify us immediately of any seizure by third parties of the goods and claims belonging to us. If the value of the securities exceeds the claims to be secured by more than 10%, we will release securities of our choice at the customer's request. The exercise of the retention of title does not mean the withdrawal from

the contract.

10. Data protection

The customer is informed and permitted that data are processed and stored by means of EDP within the scope of order processing and invoicing. The delivery note and invoice are simultaneously deemed to be notification within the meaning of Section 33 (1) of the Federal Data Protection Act.

11. Suitability and quality, compliance with regulations, industrial property rights, rights of third parties

11.1 All details and information provided by us regarding the quality, suitability and applicability of the goods do not exempt the customer from carrying out his own tests and trials.

11.2 The customer is responsible for observing any legal, official and other regulations when using the goods purchased from us in the area of destination and use.

11.3 We do not guarantee that the delivered products do not infringe (in particular industrial property) rights of third parties outside Germany. This must be checked by the customer in each case. For deliveries within Germany, we assure that we are not aware of any third party rights opposing the use of the items.

11.4 If the customer's samples, drawings or other information are used by us on behalf of the customer during production, the customer hereby assures us that no third-party rights are infringed thereby. The customer indemnifies us against all claims of third parties due to possible infringements of rights resulting from the use of the samples, drawings or other information.

12. Labelling requirements

Clause 11.2 also applies in particular with regard to the compatibility of the products and packaging supplied by us with the labelling regulations in the country of destination / use. Here too, the customer is responsible for compliance with the requirements in the country of destination / use. Anything else only applies if this has been expressly agreed.

13. Applicable law

All legal relationships between us and our customers are governed exclusively by German law to the exclusion of the

UN Convention on Contracts for the International Sale of Goods.

14. Place of jurisdiction

The exclusive place of jurisdiction for all contracts concluded under the validity of these GTC and for all claims arising therefrom is our registered office.

Status: April 2023