

General Terms and Conditions

1. Scope of Application

- i. These General Terms and Conditions of Sale, Delivery, and Payment (hereinafter referred to as "Terms and Conditions") apply to all agreements and offers. They are deemed accepted by the customer upon placing an order, concluding a contract, or accepting delivery. Our Terms and Conditions apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our own, unless we have expressly agreed to their validity in writing. Our Terms and Conditions also apply if we carry out deliveries or services without reservation while being aware of conflicting or deviating terms and conditions of the customer.
- ii. Our deliveries and services are exclusively intended for entrepreneurs as defined in Section 14 of the German Civil Code (BGB). By placing an order, the customer confirms that they are acting as an entrepreneur and that the goods or services will be used for business purposes only and not for private consumption.
- iii. These Terms and Conditions shall also apply to all future transactions between the contracting parties without the need for explicit reference.

2. Conclusion of Contract

- i. The presentation and promotion of products in our catalogs or online shop do not constitute a binding offer to conclude a purchase contract. Our offers are non-binding unless explicitly stated otherwise.
- ii. A contract is only concluded once we have accepted the customer's order either through an explicit declaration of acceptance or by dispatching the ordered goods.
- iii. Our prices are quoted net, excluding statutory VAT as well as any applicable import duties, customs fees, or other charges incurred upon importation of the goods into the European Union. Should any changes or newly introduced

Innotech Marketing und Konfektion Rot GmbH • Schönbornstr. 8b • D-69242 Rettigheim – Mühlhausen • Tel 07253 988855-0 • www.innotech-rot.de Geschäftsführer Joachim Rapp, Anja Gaber • Registergericht Mannheim HRB 232625 • Umsatzsteuer-ID-Nr. DE 177673236 • Steuer-Nr. 32494/62743

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customs duties, taxes, or comparable costs arise after the conclusion of the contract, we reserve the right to pass such additional costs on to the customer. The buyer undertakes to reimburse such costs after the seller has provided appropriate evidence.

3. Delivery Conditions and Reservation of Advance Payment

- i. We are entitled to make partial deliveries where reasonable for the customer. For orders of products delivered in full packaging units, we reserve the right to deviate from the ordered quantity by up to 2.0% upwards or downwards. Any deviation within this tolerance range shall not constitute a defect. This particularly applies to products delivered by manufacturers or suppliers subject to corresponding tolerances.
- ii. Delivery times are non-binding unless a specific delivery period has been expressly agreed in writing. Agreed delivery periods are subject to correct and timely self-supply, provided that we have concluded a corresponding covering transaction.
- iii. We shall be liable under statutory provisions if the underlying purchase agreement constitutes a firm deal (Fixgeschäft) as defined in Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB).
- iv. In the event of delivery delays, we shall be liable for slight negligence only if essential contractual obligations have been breached, and liability shall be limited to the net order value. In cases of gross negligence or intent, we shall be liable without limitation.
- v. Packaging will be carried out according to standard commercial practice and at our proper discretion. Packaging costs will be invoiced separately. Packaging will not be taken back by the seller; the customer is responsible for proper disposal of the packaging at their own expense.
- vi. The customer is obliged to perform all cooperation actions necessary for the proper execution of delivery in due time. If the customer fails to comply with these cooperation obligations and we thereby incur additional expenses (e.g., extra storage, transport, or handling costs), we shall be entitled to charge such additional costs to the customer.
- vii. Unless otherwise stated in the order confirmation or individual agreement,

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delivery shall be "ex works" (EXW according to the applicable Incoterms). The risk passes to the customer as soon as the goods are made available for collection.

- viii. The risk of accidental loss or deterioration of the goods passes to the customer at the latest upon handover to the carrier. If the delivery is delayed due to circumstances for which the customer is responsible (including acceptance default), the risk shall pass upon notification of readiness for dispatch.
- ix. If we are obliged to deliver goods with a specified minimum shelf life, this shelf life refers to the point in time of the agreed delivery or readiness for dispatch. If the customer refuses acceptance or if delivery is delayed due to reasons attributable to the customer, we shall not be liable for any reduction in shelf life resulting from such delay.
- x. For orders from customers with their residence or business seat abroad, or where there are justified indications of a risk of non-payment, we reserve the right to deliver only after receipt of the purchase price and shipping costs in advance (advance payment reservation). If we exercise this right, the customer will be informed without delay.
- xi. If, after conclusion of the contract, circumstances become known that give justified cause to doubt the customer's creditworthiness or financial standing, or if the customer repeatedly fails to meet payment deadlines, we are entitled to perform outstanding deliveries only against advance payment or provision of security. In cases of unjustified open or overdue payments, we reserve the right to withhold delivery until the outstanding amounts are fully settled.

4. Payment Terms

- i. Unless otherwise agreed, our invoices are payable without deduction within thirty (30) days of receipt of the goods.
- ii. In the case of direct debit, the customer's account will be debited no earlier than upon dispatch of the goods.
- iii. The timeliness of payment is determined by the date of receipt of payment

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or the date the amount is credited to our account.

- iv. According to Section 286 (3) of the German Civil Code (BGB), the customer is automatically in default no later than thirty (30) days after receipt of the invoice, without the need for a separate reminder. From the onset of default, the customer is obligated to compensate us for any damages caused by the delay (e.g., dunning costs due to persistent payment default) and to pay default interest.
- v. In the event of payment default, we charge default interest according to Section 288 of the German Civil Code (BGB) at a rate of five (5) percentage points above the base interest rate for consumers, and nine (9) percentage points above the base interest rate otherwise, plus the lump sum stipulated in Section 288 (5) BGB. Default interest is due immediately. If we can demonstrate that we are subject to a higher interest rate on debit balances, this higher rate shall apply. The right to claim further damages caused by delay remains unaffected.
- vi. The customer may only offset claims that are undisputed or legally established. This limitation of the right of set-off does not apply if the counterclaim arises from the same contractual relationship that also entitles the customer to withhold payment.

5. Retention of Title

- i. The goods delivered remain our property until full payment of all outstanding claims has been made. This retention of title shall also apply if individual claims of the seller are included in a current account and the balance has been acknowledged, unless the balance has been fully settled.
- ii. In the event of seizure by third parties—also after mixing or processing—or any other impairment of our rights concerning the goods subject to retention of title, the customer must notify us immediately in writing and inform the third party of our retention of title without delay.
- iii. The customer is revocably entitled to resell the goods subject to retention of title in the ordinary course of business. Any other disposal, in particular pledging, assignment as security, or exchange, is not permitted. The right to resell also lapses without express revocation if the customer defaults on

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payment obligations to us, suspends payments, or otherwise breaches obligations toward us, particularly those arising from the agreed retention of title.

- iv. The customer hereby assigns to us in advance, as security, all claims arising from the resale of goods subject to retention of title, including all ancillary rights, up to the amount of our outstanding claims. We hereby accept this assignment. Upon request, the customer is obliged to disclose the names of third-party debtors.
- v. The customer is authorized, subject to revocation, to collect the claims from the resale of the goods. The authorization to collect shall expire, even without express revocation, if the customer suspends payments or defaults on obligations to us. At our request, the customer must immediately notify the third-party debtors of the assignment in writing and inform them of the assignment.
- vi. The securities to which we are entitled under the above provisions shall be released at the customer's request at our discretion, provided the realizable value of the securities exceeds the secured claims by more than twenty percent (20%).
- vii. The processing of goods subject to retention of title by the customer shall not entitle the customer to ownership under Section 950 of the German Civil Code (BGB). The processing is carried out on our behalf, without any liability arising for us. If the goods subject to retention of title are processed, we acquire co-ownership of the new product in proportion to the invoice value of the goods processed into the new product.

6. Notice of Defects

- i. If the contract qualifies as a commercial transaction for both parties, the customer is obligated to inspect the goods immediately upon receipt and to notify us in writing of any apparent defects without undue delay, but no later than seven (7) days after receipt of the goods. Packaging must be inspected immediately upon delivery for any damage, and any such damage must be reported to us within seven (7) days. Damage to packaging must also be confirmed in writing by the carrier at the time of delivery.

- ii. The goods subject to complaint must be made available to us for inspection and must be stored appropriately and handled with due care for as long as necessary for the examination of the defect.
- iii. If the customer properly and timely notifies us of a justified defect, we will remedy the defect by way of subsequent performance (either rectification or replacement delivery). The customer shall only be entitled to withdraw from the contract—where such withdrawal is not legally excluded—or to reduce the purchase price if the subsequent performance fails within a reasonable period set by the customer, unless setting a deadline is legally unnecessary.
- iv. For business customers, we generally limit the warranty period to one (1) year from the date of delivery. For certain brands, we also offer extended warranty periods. Mandatory statutory provisions providing for longer warranty periods remain unaffected. The aforementioned limitation of the warranty period expressly does not apply to claims for damages based on defects that result in injury to life, body, or health, nor to claims for damages arising from intentional or grossly negligent breach of duty by us or our agents.

7. Force Majeure, Strikes, etc.

- i. In cases of force majeure or other unforeseeable, extraordinary, and unavoidable circumstances—such as operational disruptions, strikes, lockouts, official interventions, difficulties in the procurement of supplies, or delays in the delivery of essential materials—even if they occur at our suppliers or upstream suppliers—the agreed delivery period shall be extended appropriately if we are prevented from fulfilling our obligations in a timely manner as a result of such events.
- ii. If delivery becomes impossible due to the aforementioned circumstances, we shall be released from our delivery obligation. The same applies if performance becomes unreasonable for us. However, we may only invoke these circumstances if we have notified the customer without undue delay of their occurrence. If these events persist for longer than three (3) months, both we and the customer are entitled to withdraw from the contract. Any partial delivery already made shall be considered an independent transaction.
- iii. In the event of the circumstances described above, the customer shall not

be entitled to any further claims, particularly claims for damages. This exclusion of liability does not apply if we are responsible for intent, gross negligence, or slight negligence involving the breach of a material contractual obligation. Furthermore, the exclusion does not apply in the event of injury to life, body, or health.

8. Liability

- i. We are liable without limitation for damages resulting from willful misconduct or gross negligence, as well as for damages arising from injury to life, body, or health.
- ii. In cases of simple negligence, we are liable only for damages resulting from the breach of essential contractual obligations (cardinal obligations), i.e., obligations the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the customer may regularly rely. In such cases, liability is limited to the foreseeable damage typical for the contract at the time of its conclusion, but not exceeding the net order value of the respective delivery.
- iii. We shall not be liable for indirect damages, consequential damages, production downtime, loss of use, lost profits, unrealized savings, or financial losses arising from third-party claims in cases of simple negligence—except in cases of injury to life, body, or health.
- iv. Any further liability—regardless of the legal basis—is excluded. Mandatory statutory liability provisions, particularly the liability under the German Product Liability Act or liability arising from an expressly assumed guarantee, remain unaffected. Within the scope of any guarantees, however, we are not liable for indirect damages, consequential damages, or loss of profit unless explicitly guaranteed in writing.
- v. To the extent that liability is excluded or limited under the provisions above, this also applies to the personal liability of our legal representatives, employees, staff, agents, and vicarious agents.
- vi. We shall not be liable for damages resulting from inappropriate, improper, or non-contractual use of the delivered goods by the customer or third parties.

- vii. If we provide technical advice or act in an advisory capacity outside the scope of our contractually agreed services, this is done free of charge and without any liability. The customer remains solely responsible for verifying and assessing the recommendations or information provided.

9. Applicable Law, Place of Performance, and Jurisdiction

- i. The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the customer places the order as a consumer and has their habitual residence in another country at the time of the order, the application of mandatory legal provisions of that country remains unaffected by this choice of law.
- ii. The place of performance for all obligations arising from the contractual relationship is Rettigheim. If the customer is a merchant or otherwise meets the requirements of Section 38 of the German Code of Civil Procedure (ZPO), the exclusive place of jurisdiction for all disputes arising from the contractual relationship—including disputes concerning the conclusion and validity of the contract—shall be Mannheim. The same applies to bill of exchange and check disputes.

10. Severability Clause

Should any provision of these Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the economic purpose of the invalid provision.

11. Written Form

Any conditions stipulated by the buyer at the time of placing the order, as well as any collateral agreements between the parties, shall only be valid if they are expressly acknowledged by us in the order confirmation or if separately confirmed by us in writing. Oral collateral agreements shall not be valid. The requirement of written form may only be waived by a written

agreement.

12. Miscellaneous

We retain ownership and copyright of all illustrations, drawings, calculations, and other documents provided. This applies in particular to written materials marked as "confidential." Disclosure to third parties requires our prior express written consent. Upon request, these documents must be returned to us without retention of copies.