



General Terms and Conditions of Sale and Delivery (GTC)

Version: 01 March 2026

1. Scope of Application

- (1) These General Terms and Conditions of Sale and Delivery (hereinafter referred to as the "GTC") shall apply to all contracts for deliveries and services between Württembergische Allplastik GmbH (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer").
- (2) These GTC shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).
- (3) The Seller's GTC shall apply exclusively. Any differing, conflicting, or supplementary general terms and conditions of the Buyer or any other contractually related party shall not become part of the contract unless their validity is expressly agreed to in text form in the individual case. This requirement of consent shall also apply if the Seller performs deliveries without reservation in the knowledge of the Buyer's terms and conditions.
- (4) These GTC shall apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as "Goods"), irrespective of whether the Goods are manufactured by the Seller itself or purchased from suppliers within the meaning of Sections 433 and 650 of the German Civil Code (BGB).
- (5) The GTC in their respective current version shall also apply to future contracts with the Buyer without the need for any further reference in each case.
- (6) Any individual agreements made with the Buyer in a particular case shall take precedence over these GTC.

2. Offer and Conclusion of Contract

- (1) All offers made by the Seller are subject to change and non-binding. This also applies to offers made available to the Buyer through catalogues, technical documentation, or other product descriptions provided or made accessible by the Seller.
- (2) The presentation and promotion of Goods on our website do not constitute a binding offer to conclude a purchase agreement. A binding offer to enter into a contract is made by the Buyer upon placing an order for the Goods. The contract shall only come into effect upon written order confirmation by the Seller or upon execution of the delivery.

3. Prices and Price Adjustments

- (1) All offers are quoted in Euro and are exclusive of the applicable statutory value-added tax (VAT).
- (2) Unless a fixed price agreement has been expressly made, the Seller shall be entitled, after the conclusion of the contract, to adjust the prices at its reasonable discretion within the meaning of Section 315 of the German Civil Code (BGB), if the cost factors relevant for price calculation (in particular material, energy, labor, or transportation costs) demonstrably change to a more than insignificant extent. Any price adjustment shall be limited to compensating for the actual change in costs. The Seller's profit margin must correspond to the margin that would have applied if the costs had remained unchanged and no price adjustment had been made.
- (3) Packaging, transportation, insurance, as well as any customs duties and other charges shall be invoiced separately.



4. Terms of Payment, Default

- (1) Invoices are due as of the invoice date and must be settled, stating the invoice number, as follows:
 - a. within eight calendar days from receipt of the invoice with a 2% cash discount, or
 - b. within 30 calendar days from receipt of the invoice net without deduction.
- (2) Compliance with the payment deadline shall be determined by the receipt of payment in the Seller's business bank account.
- (3) In the event of default in payment, the following provisions shall apply:
 - a. After the expiry of 30 days, the first payment reminder (dunning notice) shall be issued.
 - b. If the second reminder remains unsuccessful, default interest amounting to five percent of the purchase price, as well as a flat-rate late payment fee of EUR 5, shall be charged for the first time.
 - c. If the third reminder remains unsuccessful, additional reminder fees of EUR 7.50 shall be charged in addition to the default interest. The Seller also reserves the right to impose a delivery stop for future transactions.

5. Delivery, Shipment, Transfer of Risk

- (1) Deliveries shall generally be made in accordance with Incoterms® 2020, unless expressly agreed otherwise. The specific Incoterms® 2020 clause applicable in each case shall be determined by the corresponding provision stated in the offer.
- (2) Deliveries on pallets shall be charged by applying a flat-rate fee for pallet costs. Cartons and paper packaging materials shall generally not be taken back.
- (3) Euro pallets must be returned to us freight-free and in perfect condition.

6. Delivery Period, Delay in Delivery, Force Majeure

- (1) Delivery periods shall only be binding if they have been expressly agreed as binding.
- (2) Unless otherwise specified in the respective offer, delivery of the Goods shall take place within 2–5 working days within Germany and within 5–10 working days for international deliveries, calculated from the conclusion of the contract.
- (3) In the event that the Seller is unable to comply with contractually agreed delivery periods for reasons beyond its control, the delivery period shall, after appropriate notification to the Buyer, be extended by a reasonable period, limited to a maximum of six months.
- (4) This shall apply in particular in cases of delays resulting from the unavailability of performance, circumstances over which the Seller has no influence, or force majeure.
- (5) If delivery cannot be made within the new or adjusted delivery period, or if performance is no longer reasonable for the Seller, the Seller shall be entitled to withdraw from the contract in whole or in part. In such cases, any consideration already provided by the Buyer, in particular purchase price payments, shall be refunded by the Seller without undue delay.
- (6) The statutory provisions shall apply in determining whether a delay in delivery has occurred.
- (7) The Buyer's rights pursuant to Section 11 of these General Terms and Conditions of Sale and Delivery shall remain unaffected. The question of the Seller's liability shall also be governed by Section 11 of these General Terms and Conditions.



7. Default of Acceptance

- (1) If the Buyer is in default of acceptance, the Seller shall be entitled to claim compensation for the damages incurred as a result thereof, in particular storage and transportation costs.
- (2) If the Buyer is in default of acceptance, the Seller shall be entitled to charge a flat-rate storage fee of EUR 5 per calendar day for the duration of the default of acceptance.
- (3) The Buyer shall remain entitled to prove that the Seller has suffered no damage or a significantly lower damage. The Seller shall remain entitled to prove that higher damages have been incurred. The statutory claims of the Seller, in particular pursuant to Section 304 of the German Civil Code (BGB) and Sections 373 et seq. of the German Commercial Code (HGB), shall remain unaffected.

8. Quantity and Color Deviations

- (1) Production- and packaging-related over- or under-deliveries within a commercially customary range shall be deemed permissible, provided they are reasonable for the Buyer and do not impair the contractual purpose. Under-deliveries entitle the Buyer to a corresponding reduction of the purchase price, provided they are properly and promptly notified in accordance with Sections 377 (1) and 381 of the German Commercial Code (HGB). If a proper notification is not made, the delivery shall be deemed approved in its actual form. An under-delivery shall not include a delivery explicitly declared as a partial performance by the Seller, where a subsequent delivery is reserved.
- (2) Over-deliveries shall obligate the Buyer to accept and pay for them, provided the Buyer has expressly consented to the over-delivery or makes use of it.
- (3) Minor, commercially customary color deviations, which are unavoidable due to production reasons, shall not constitute a defect, provided that no binding color specification has been agreed upon or the deviation does not impair the intended or known purpose of the Goods as understood by the Seller.

9. Complaints and Returns

- (1) The buyer must inspect the goods immediately upon delivery and notify the seller promptly of any identifiable defects. Sections 377 and 381 of the German Commercial Code (HGB) apply accordingly.
- (2) In the event of a return shipment, the buyer shall bear the return shipping costs.

10. Retention of Title

- (1) The delivered Goods shall remain the property of the Seller until all claims of the Seller arising from the business relationship have been fully paid (extended retention of title).
- (2) The Buyer is obliged to handle the reserved goods with care. Pledging or assigning the reserved goods as security is not permitted.
- (3) The Buyer is entitled, until revoked, to resell and/or process the reserved goods in the ordinary course of business. This entitlement ceases in the event of default in payment or upon filing for insolvency proceedings.
- (4) The Buyer hereby assigns to the Seller all claims arising from the resale of the reserved goods – including VAT – up to the amount of the final invoice as security. The Seller accepts this assignment.
- (5) The Buyer remains authorized to collect the assigned claims as long as they meet their payment obligations properly. The Seller shall be entitled to revoke this collection authorization and disclose the assignment.
- (6) Products created through the combination, mixing, or processing of the reserved goods shall be subject to the Seller's retention of title to their full value. If combined with third-party goods, the Seller shall acquire co-ownership in proportion to the invoice values of the combined goods. The Buyer hereby assigns any resulting claims as security to the Seller, who accepts the assignment.



- (7) The Buyer must notify the Seller immediately in writing if third parties seize the reserved goods or if insolvency proceedings are filed.
- (8) The Seller undertakes, at the Buyer's request, to release securities to the extent that their realizable value exceeds the secured claims by more than 10%.

11. Warranty, Defects, Liability

- (1) The Buyer's rights in the case of material or legal defects (including incorrect or short delivery) shall be governed by the statutory provisions, unless otherwise stipulated.
- (2) A prerequisite for all defect claims by the Buyer is that the Buyer has properly fulfilled its statutory duties of inspection and notification of defects in accordance with Sections 377 and 381 of the German Commercial Code (HGB). The Buyer must inspect the Goods immediately upon delivery and notify any identifiable defects in writing without delay. Non-obvious (hidden) defects must be reported in writing immediately after discovery. Failure by the Buyer to properly inspect and/or notify defects shall render the Goods deemed approved in accordance with Sections 377 and 381 HGB.
- (3) If the Goods are intended for installation, further processing, or resale, the Buyer must carry out the inspection prior to processing. If processing or resale occurs despite a defect being or should have been identifiable, claims for defects are excluded.
- (4) In the event of a defect, the Seller shall have the right to choose whether to remedy the defect (repair) or to deliver defect-free Goods (replacement delivery). The Seller is entitled to refuse the chosen type of subsequent performance in accordance with statutory provisions. Subsequent performance shall take place at the place of performance.
- (5) If subsequent performance fails, is unreasonable for the Buyer, or is refused by the Seller under statutory provisions, the Buyer shall be entitled, in accordance with statutory provisions, to reduce the purchase price or withdraw from the contract. However, the right of withdrawal does not apply in the case of only minor defects (Section 323 (5) sentence 2 BGB).
- (6) The Buyer's reimbursement claims under Section 445a (1) BGB (recourse of the entrepreneur) are excluded, unless the last contract in the supply chain concerns a consumer goods purchase (Sections 478, 474 BGB).
- (7) Claims for damages by the Buyer due to a defect exist only in accordance with the following liability provisions. For ordinary negligence, the Seller shall be liable only in the event of breach of essential contractual obligations (cardinal obligations), whose fulfillment enables the proper execution of the contract, and limited to the typical, foreseeable contractual damage. Otherwise, liability for ordinary negligence is excluded.
- (8) Liability for damages that were not foreseeable at the time of contract conclusion is excluded, to the extent permitted by law.
- (9) The general limitation period for claims arising from material or legal defects shall be one year from delivery, deviating from Section 438 (1) No. 3 BGB. If acceptance has been contractually agreed, the limitation period shall begin upon acceptance.

12. Set-off and Right of Retention

- (1) The Buyer shall be entitled to set-off or retention rights only if their counterclaims are legally established or undisputed and arise from the same contractual relationship. In the event of defects occurring within the scope of delivery, the Buyer's counterrights shall remain unaffected.



13. Copyrights

- (1) The Seller retains all copyrights to all images, videos, and texts published on our website or in our brochures.
- (2) Use of these images, videos, and texts is not permitted without the express consent of the Seller.

14. No Further Delivery to Russia (No-Russia Clause)

- (1) The Buyer guarantees that the Goods purchased by them shall not be delivered, exported, or re-exported, directly or indirectly, to the Russian Federation.
- (2) The Buyer undertakes to take appropriate measures to ensure that third parties in the supply or trade chain do not deliver or export the Goods to Russia in violation of paragraph 1. Furthermore, the Buyer agrees to impose corresponding obligations on their own customers, insofar as this is necessary and reasonable.

15. Governing Law, Jurisdiction, Place of Performance

- (1) German law (Federal Republic of Germany) shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) Place of jurisdiction is Böblingen, provided the Buyer is a merchant.
- (3) The place of performance for delivery and payment is Herrenberg.

16. Severability Clause

- (1) Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.