

PFARR Stanztechnik GmbH General Conditions of Sale

Issue October / 2026

§ 1 General

1. These general conditions of sale apply to all commercial activity and are a constituent part of every quotation and contract concluded, whether for goods or services.
2. Contradictory, enhancing or divergent terms, even where known, do not form part of the contract unless their validity is specifically agreed to in writing.

§ 2 Conclusion of contract

1. Our quotations are non-binding unless otherwise explicitly agreed.
2. The acceptance of an order may be confirmed in writing, via text or as evidenced by the delivery to the person placing the order.

§ 3 Tooling and designs

Any tooling obtained or produced by us, together with associated tool and other designs required for the fulfilment of an order, remain expressly our property. This is also the case when the customer pays a contribution to or tooling costs in full. The only exception to this rule is where the customer places tools at our disposal, which do not become our property.

§ 4 Prices and transportation costs

1. Our quoted prices are fundamentally ex-works Buttlar (or other place of despatch) excluding packing and transportation costs.
2. Unless otherwise stated, our prices exclude any Value Added Tax.

§ 5 Delivery and delivery dates

1. Quoted delivery dates are dependent upon the timely availability of the raw materials to produce the specified parts; unless otherwise agreed in writing.
2. We reserve the right in the interests of the customer to undertake partial deliveries.
3. Force majeure, and other unpredictable barriers to supply, strike action, industrial issues and shortcomings on the part of our material suppliers, as well as transport problems arising outwith our sphere of influence, permit us to extend the delivery date by the duration of any such hindrance, together with an appropriate start-up time once normal production is resumed; or following the non-completion of the contract to cancel the contract in whole or in part.

4. Over- and under-delivered quantities of up to 10% of the order quantity are in line with industry standard practice, and equate to contract fulfilment. In the case of under-delivery, there is no entitlement to delivery of the shortfall. In the case of an over-delivery of up to 10%, we are entitled to charge for the difference. All invoicing is for the exact delivered amounts.

§ 6 Transfer of risk

All risks of loss or deterioration to goods are transferred to the customer upon delivery or, for forwarded goods, upon release to the freight forwarder, handling agent or other appointed delivery persons.

§ 7 Limitation of guarantee

The right to complaint expires twelve months after delivery of the goods by us. Deviations to this rule are any governmental legally binding guarantee periods, in particular

- where a fault is wilfully concealed.
- the right of redress in the event of gross negligence
- damage to health, life or body through wilful ignorance of or through gross negligence towards our duty of care.

§ 8 Faulty goods and rights

1. Any apparent faults must be brought to our attention within two weeks of receipt of goods. Any claims are otherwise excluded, with the exception of wilful deceit and malicious behaviour on the part of the seller. Timely despatch is valid as evidence of timely delivery.
2. The same conditions apply to the delivery of either the wrong goods or the wrong quantity; unless the goods are so different from those ordered as to make the acquiescence of the customer out of the question.
3. We commit to replace defective goods. Where such replacement is associated with unreasonable cost, we reserve the right to refuse replacement.
4. If the replacements are again wrong or no replacement is made, or if it is deemed unreasonable, the buyer may, at his discretion, elect to cancel the order or reduce the payment. If the contract breach is relatively minor, particularly in the case of minor faults, the buyer has no right to cancellation.
5. Where the buyer does cancel an order following the replacement by defective goods, non-

replacement of faulty goods or where replacement is deemed unreasonable he is not entitled to any consequential damages over and above the actual cost of the goods concerned. If, in such cases, he chooses to take a refund in compensation, the goods remain with the buyer, insofar as this may be deemed reasonable. The compensation refund then limits itself, excepting circumstances of wilful deceit on the part of the seller, to the difference between the purchase price of the goods and their residual / scrap value.

6. These limits of liability do not apply to situations involving damage to life, body and health caused by culpable breach of fundamental duties by us or our appointed representatives and agents. The limits of liability are also excluded from instances involving product liability claims.

§ 9 Guarantees

Independently of clause 8, we commit to a shelf life guarantee regarding the usability of delivered goods according to the terms and conditions of individual agreements.

§ 10 Retention of title

1. We retain title to the goods until all debts arising out of our commerce are settled.

2. The buyer is entitled to re-sell the goods in line with normal business practice, but releases us from any and all commitments arising out of the resale to a third party, howsoever engendered. We accept such a release and the buyer becomes liable for any claims in his own name.

3. The buyer uses the delivered parts in our name and on our behalf. If these goods are combined with parts not in our ownership, we gain title to the new products created in proportion to the value of the goods supplied by us. The same condition holds good when our delivered parts are mixed with others not in our ownership.

4. Upon application, we commit to release the buyer from any outstanding surety, in particular the de-recognition of transferred receivables used as surety when the value of the goods supplied under retention of title exceeds our total debt by more than 20%.

§ 11 Payments

Unless otherwise individually agreed, the buyer commits to the settlement of the purchase value within thirty days of receipt of the invoice and goods. After this period the buyer is deemed to be in default.

§ 12 Limits of liability

1. In the event of malicious breach of contract or of gross negligence, our liability is governed by the legal framework.

2. In the case of culpable damage to life, body or health, or in product liability claims, our liability is likewise governed by the law.

3. In other cases of mismanagement due to simple negligence, we are only responsible for any resulting losses or damage to property where significant contractual responsibilities have not been met, the adherence to which represents a major constituent in the fulfilment of the contract and relates to issues where the buyer might reasonably be assumed to have complete confidence. The liability in such cases is limited to typical, foreseeable damages. In cases of non-fulfilment of other contractual obligations caused by simple negligence, we accept no liability.

4. The buyer is obliged to inform us in writing about any exceptional risks, atypical potentialities for loss and unusual levels of damage prior to the contract conclusion.

5. Where the buyer places material at our disposal, we are not responsible for faults or damage arising from the properties of the material so provided. Where the material supplied to us is damaged or destroyed by us during processing or cannot be used due to other reasons, we retain the right to compensation unless the inability to use the material in question is a direct result of our mishandling.

6. Information relayed relating to uses and applications of our products are offered to the best of our knowledge but without liability; including any third party intellectual property claims. Neither does the information we volunteer free the buyer from the necessity of carrying out his own checks as to the suitability of the product for the intended application.

In such cases our liability is limited to situations of wilful deceit or gross negligence.

§ 13 Concluding terms

1. The place of fulfilment of deliveries is our plant.

2. The only location for the settlement of legal disputes arising out of our commerce is our place of business.

3. In all legal matters the laws of the Federal Republic of Germany apply.

4. Where an individual clause of any contract concluded, including these general sales conditions, is or becomes invalid in whole or in part, the validity of the other terms remains unaffected. The invalid or partially invalid clause shall be

replaced with an equivalent operative clause coming closest to the original intention of the invalidated clause.

§ 14 Data processing

The buyer is hereby informed that personal data provided in pursuance of the contractual collaboration will be stored and - in so far as permitted - transmitted.