

# **General Terms and Conditions of Sale and Delivery of SETonic GmbH**

## **1. Scope**

1. These General Terms and Conditions of Sale and Delivery shall apply to all – including future – contracts, deliveries and other services between SETonic GmbH, Am Vogelherd 24, 98693 Ilmenau (hereinafter “SETonic”) and its customer (hereinafter “Customer”).
2. Conflicting or deviating terms and conditions of the Customer are not accepted unless their application is explicitly agreed in writing.

## **2. Conclusion of Contract**

1. Offers from SETonic are without commitment and non-binding unless explicitly indicated as binding.
2. A contract is only concluded if SETonic provides a written order confirmation or upon delivery of the goods.

## **3. Scope of Performance**

1. SETonic is not obliged to verify the Customer’s information for accuracy or whether the execution of an order infringes third-party rights.
2. Information and data in SETonic data sheets, on websites or in other advertising and information materials are to be regarded only as guidelines. They become binding contractual content only if SETonic has explicitly agreed to them in writing.
3. Unless expressly agreed otherwise, SETonic delivers within tolerances permitted by relevant German or European industrial standards, in particular DIN, VDE, EN ISO, etc.

## **4. Prices and Payment Terms**

1. Unless otherwise agreed, all prices are Ex Works, plus statutory Value Added Tax, packaging, shipping, and, if applicable, insurance.
2. Unless otherwise agreed, payments are due within 30 days of the invoice date without deductions.
3. In case of default, SETonic is entitled to charge statutory default interest.
4. Customer is not entitled to offset with counterclaims against SETonic unless they are undisputed or finally validated.
5. If a Customer is in default, SETonic is entitled to supply against advance payment only or to require security. The same applies if there are indications or facts raising doubts about the Customer’s solvency.

## **5. Delivery, Transfer of Risk and Delivery Deadlines**

1. Delivery deadlines are binding only if confirmed in writing by SETonic.
2. Delivery is made Ex Works (Incoterms 2025: EXW). Risk passes to the Customer upon handover to the carrier, forwarder, or collector.

3. If SETonic is hindered in fulfilling the contract or individual provisions due to force majeure or due to energy or raw material shortages, effects of labor disputes, transportation disruptions, official decrees, epidemics or pandemics, or similar obstacles, SETonic's obligations to deliver or perform are suspended to the extent and for the duration of the hindrance. The same applies if such circumstances occur with SETonic's suppliers.
4. If delivery is delayed for reasons attributable to the Customer, the risk passes to the Customer at the date of receipt of the readiness-for-delivery notice. In this case SETonic may invoice the goods as delivered and store them at the Customer's expense and risk. At the Customer's request SETonic will insure these goods as specified by the Customer and at the Customer's expense.

## **6. Retention of Title**

1. Delivered goods remain the property of SETonic until full payment of all claims arising from the business relationship.
2. Despite the retention of title, Customer may dispose of the goods in the ordinary course of business, but hereby assigns to SETonic in advance all claims arising from such resale against third parties. The Customer remains entitled to collect these claims; SETonic's right to collect the claim itself is not affected.
3. If goods subject to the retention of title are processed or combined with other movable items, SETonic acquires co-ownership of the resulting new item in the ratio of the value of the delivered goods to the value of the other items at the time of processing or combining. Section 2 applies accordingly.

## **7. Warranty, Duties to inspect and notify**

1. SETonic is liable for defects of the delivered products according to statutory provisions, unless otherwise regulated below.
2. The Customer must inspect the delivered products without delay after receipt and notify obvious defects as well as transport damages in writing no later than within 7 days. Any evidence available to the Customer must be provided to SETonic in an appropriate form. If SETonic deems further inspection of the products reported as defective necessary, the Customer is obliged to make these products available to SETonic. If the Customer does not comply, his claims for defects in the product are excluded.
3. Deviations of the delivered products from the agreed or usual quality that are technically and technologically insignificant do not constitute a defect.
4. General usage information or examples in SETonic brochures, online offerings or other advertising materials do not relieve the Customer to independently assess the suitability of the products for its intended use. Specific purposes of the Customer are only significant if these have been communicated to SETonic in writing and have been confirmed in writing by SETonic at the time of contract conclusion.
5. If Customer has given a justified notice of defect in time, SETonic shall, at its own option, provide remediation or replacement. If SETonic does not fulfill its obligation to deliver defect-free products even after two unsuccessful attempts, the Customer is entitled to

rescind the contract or to reduce the price in accordance with statutory provisions. The same applies if remedy is unreasonable for the Customer.

6. SETonic is not liable for damages to the products caused by improper use or by alterations made by the Customer.
7. Warranty claims against SETonic are statute-barred 12 months after delivery.

## **8. Limitation of Liability**

1. Claims for damages by the Customer – for any legal reason – are excluded unless liability is compulsory by law, for example in cases of intent, gross negligence, injury to life, body or health, or under the Product Liability Act.
2. In all cases, liability is limited to foreseeable damages typical for the specific type of contract.

## **9. Place of Performance, Jurisdiction, Applicable Law**

1. Place of performance is SETonic's registered office.
2. Jurisdiction for all disputes arising from the contractual relationship is SETonic's registered office or, at SETonic's choice, the Customer's place of jurisdiction.
3. The law of the Federal Republic of Germany applies, including the CISG.

## **10. Data Processing**

The Customer agrees that SETonic may store data received in connection with the business relationship about the Customer for its own business purposes or transfer them to a credit protection organization to the extent this is within the scope of the contract's purpose or necessary to protect SETonic's legitimate interests, provided there is no reason to assume that the Customer's protected interests in restricting processing, especially in relation to forwarding, outweigh SETonic's interests.

## **11. Final Provisions**

1. Amendments and supplements to a delivery contract and these terms require written form. This also applies to the revocation of the written form requirement.
2. Written form is also satisfied by sending a letter with a signature via fax or by e-mail.
3. Should individual provisions be or become wholly or partially ineffective, the validity of the remaining provisions shall not be affected. In such a case, the contracting parties are obliged to agree on provisions that come as close as possible to an economically equivalent result as the ineffective provision in a legally effective manner.