General Terms and Conditions of Business and Delivery of TSI Consumer Goods GmbH

1. Scope of Application

These General Terms and Conditions of Business and Delivery (hereinafter "GTC") for the business relationships of TSI Consumer Goods GmbH (hereinafter "TSI") apply exclusively to entrepreneurs (Section 14 of the German Civil Code [BGB]), legal entities under public law, or special funds under public law. Any conflicting or deviating terms and conditions of the purchaser are hereby rejected. They shall apply only if TSI expressly agrees to their validity in writing. These GTC shall also apply in the version current at the time of conclusion of the contract to future contracts with the same purchaser.

2. Conclusion of Contract

Offers made by TSI are non-binding unless expressly designated otherwise. The contract is concluded upon written order confirmation by TSI or upon delivery. The order confirmation from TSI is decisive for the content of the contract, unless the customer objects to it immediately. Side agreements must be in text form; they are only effective if confirmed by management or an authorized signatory.

3. Prices and Terms of Payment

Prices are net plus the applicable statutory value-added tax, unless otherwise expressly agreed in writing. TSI's claims are due for payment immediately upon delivery of the goods, without deduction - net cash. The customer shall be in default of payment if payment is not made within 10 days of the due date and receipt of an invoice, but no later than 30 days after receipt of the delivery. Any earlier default of payment pursuant to statutory provisions remains unaffected. Notwithstanding any provision to the contrary by the purchaser, payments shall be applied to the oldest outstanding claim of TSI. Bills of exchange and checks shall be accepted by TSI on account of performance only upon a special written agreement, free of costs and charges to TSI. The date of receipt of payment by TSI or the date of bank credit shall be decisive for the date of payment or set-off. The purchaser may only set off counterclaims or exercise a right of retention based on claims that have been acknowledged by TSI or have been finally and non-appealably established. If, after conclusion of the contract, it becomes apparent that TSI's claim to consideration is jeopardized by the customer's inability to pay, TSI is entitled to make delivery and performance contingent upon advance payment or the provision of security. If the advance payment or security is not provided within a reasonable grace period set by TSI, TSI may withdraw from the contract.

4. Delivery

Compliance with performance deadlines and delivery dates is subject to timely delivery to TSI. TSI is entitled to invoke this only if a corresponding covering transaction has been concluded and TSI is not responsible for the non-delivery. TSI shall inform the customer immediately of any foreseeable or actual non-deliveries and shall provide evidence of the circumstances upon request. TSI shall not be liable for non-deliveries, delivery delays, or damage resulting from force majeure or similar circumstances arising after the conclusion of the contract and beyond TSI's control. In such or comparable cases, the delivery period shall be extended by the duration of the hindrance, plus a reasonable start-up period, but for no longer than 6 months. Upon expiration of this period, both parties are entitled to withdraw from the contract to that extent. The same applies if a party suffers significant disadvantages as a result of the delay. Deliveries - including partial deliveries - are always made at the expense and risk of the purchaser. Risk passes to the purchaser upon the goods being handed over for shipment. This applies even if, in exceptional cases, carriage paid delivery has been agreed upon. If the goods are to be picked up by the purchaser, the risk passes to the purchaser upon notification of readiness. Returnable pallets must be provided in sufficient quantity upon delivery or pickup. Otherwise, a charge of 23.00 EUR net plus VAT will be billed per delivered pallet. TSI is entitled to make partial deliveries to a reasonable extent if the partial delivery is usable by the customer within the scope of the contractual purpose, the delivery of the remaining portion of the ordered goods by TSI to the customer is ensured, and the customer does not incur any significant additional effort or costs as a result, unless TSI agrees to bear the additional costs. If TSI is in default of delivery, the Customer is entitled to set TSI a reasonable grace period in writing, which shall generally be 4 weeks, unless setting a deadline is unnecessary under the law or a grace period of 4 weeks cannot reasonably be expected of the Customer. Upon the fruitless expiration of this grace period, the Customer may withdraw from the contract or, in accordance with Section 7 of these General Terms and Conditions, claim damages in lieu of performance. If TSI is not responsible for the delay in performance, the right of withdrawal and claims for damages are excluded.

5. Retention of Title

The goods remain the property of TSI until full payment has been made by the purchaser. In the event of processing, mixing, or combining the delivered goods into a new, uniform item, TSI shall be entitled to co-ownership of the new item in the ratio of the invoice value of the delivered goods to the value of the new item (in case of doubt, the usual invoice value). The customer is entitled to sell the goods subject to retention of title in the ordinary course of business, provided that the customer is not in default, no application for the opening of insolvency proceedings has been filed against the customer's assets, and the customer is not obligated to file for insolvency proceedings. The buyer may not pledge, transfer ownership by way of security, or grant third parties the right to use the goods without TSI's prior written consent. Upon conclusion of the contract, the buyer hereby assigns to TSI all claims arising from the resale of the goods, together with ancillary rights. If TSI is entitled only to a co-ownership share, the claim shall be assigned in the proportion corresponding to the co-ownership share. TSI accepts the assignment. TSI revocably authorizes the purchaser to collect the claims assigned by the purchaser to TSI in the purchaser's own name on behalf of TSI. TSI is entitled, in the event of the Customer's breach of contract, particularly in the event of default in payment, to demand the return of the goods subject to retention of title without this constituting a withdrawal from the contract. In the event of third-party claims against the goods subject to retention of title, the Customer is obligated to expressly indicate TSI's ownership, to inform TSI immediately, and to provide all information and documents necessary for intervention. The Customer shall indemnify TSI against all costs incurred by TSI in defending against third-party claims to the goods subject to retention of title, in particular through the filing of a third-party objection action. This shall also apply if the Customer is not responsible for the third-party claim, unless the Customer proves that the third-party claim is based exclusively on gross negligence on the part of TSI.

6. Rights of the Purchaser in the Event of Defects in the Delivered Goods

The Customer must inspect the goods immediately upon delivery. Obvious defects must be reported in text form without delay, at the latest within 5 business days of delivery; hidden defects must be reported immediately upon their discovery. The complaint must describe the defect in such a way that TSI can understand it and take appropriate measures; a technical description is not required. If the complaint is not made in a timely manner, the goods shall be deemed accepted. In the event of defects, TSI shall provide subsequent performance at its discretion by repair or replacement. If the subsequent performance fails or is seriously and definitively refused, the purchaser may reduce the price appropriately or - in the case of a defect that is not merely insignificant - withdraw from the contract. Claims for damages exist exclusively in accordance with Section 7. Claims for material defects expire 12 months after delivery. This shall not affect claims arising from intent or gross negligence, from injury to life, limb, or health, under the Product Liability Act, in cases of fraud, or the purchaser's rights of recourse (Sections 445a, 445b of the German Civil Code (BGB)); in such cases, the statutory time limits shall apply.

7. Limitation of Liability Clause

TSI shall have unlimited liability in cases of intentional misconduct and gross negligence, in cases of injury to life, limb, or health, in the event of the assumption of a guarantee or a procurement risk, and under the Product Liability Act. In cases of simple negligence, TSI shall be liable only for the breach of a material contractual obligation (cardinal obligation). A cardinal obligation is a contractual obligation whose breach jeopardizes the achievement of the purpose of the contract and on whose fulfillment the customer may regularly rely. In this case, liability is limited to the foreseeable damage typical for the contract, but not exceeding the order value. Liability is excluded in cases of simple negligence without a breach of a material contractual obligation. The foregoing limitations of liability apply mutatis mutandis in favor of TSI's legal representatives and vicarious agents. Liability for consequential damages and lost profits is excluded in cases of simple negligence, unless otherwise provided in the aforementioned exceptional cases (intent, gross negligence, injury to life, limb, or health).

8. Applicable Law, Place of Performance, Jurisdiction

The laws of the Federal Republic of Germany shall apply, excluding the conflict of laws provisions (IPR) and the Vienna Convention on Contracts for the International Sale of Goods (CISG). If the purchaser is a merchant as defined by the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Hamburg. Mandatory legal jurisdictions remain unaffected.

9. Severability Clause

Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.