General terms and conditions of STS Brandschutzsysteme GmbH in 71292 Friolzheim Date: 02/2025

1. Area of application

1.1. Our deliveries, services and offers are based exclusively on these terms and conditions. These terms and conditions will also apply to the future business relationship with our contract partner (hereinafter referred to as “Customer“), even if they have not been expressly agreed again.

1.2. Counter-confirmations of the Customer with reference to his terms and conditions of business or purchase are hereby contradicted. We shall not be bound by the Customer's terms and conditions even if we do not expressly object to them again upon receipt.

2. Conditions of purchase of the Customer

2.1. The Customer's conditions of purchase are hereby fundamentally contradicted; even if we no longer expressly contradict them in individual cases, they do not bind us.

2.2. Terms and conditions of business which deviate from our terms of sale shall only apply if they have been expressly confirmed by us.

3. Offer and conclusion of contract

3.1. Our offers are subject to change.

3.2. VAT is not included in the prices. It will be invoiced additionally at the time of invoicing at the amount prescribed by law at that time.

3.3. The prices are based on the production costs at the time of the offer. If the production costs change until completion due to price increases for materials, wages, taxes, freight and other factors that affect prices, we are entitled to adjust our prices accordingly. Quantities, descriptions and drawings are only valid to the usual extent, if they are not expressly recognised by us as binding.

3.4. We reserve all property rights and copyrights to our offers and to the technical documents prepared by us. They must not be made accessible to third parties.

3.5. All agreements made between us and the Customer must be in writing.

3.6. Our offers are non-binding. When an order has been placed, the contract is not concluded until we have confirmed the order in writing.

3.7. Collateral agreements, assurances concerning the properties of our goods and contractual changes to our goods require our written confirmation.

3.8. We can correct spelling and calculation errors and other obvious inaccuracies in our statements at any time without legal prejudice.

3.9. Drawings, illustrations, dimensions, weights and other performance data are only binding if we have expressly confirmed them in writing.

3.10. The documents and information belonging to the offer, also in electronic form, such as drawings, illustrations, technical data, dimensions, weights, quantities, references to standards, as well as statements in advertising material are not statements of quality, warranties of characteristics or guarantees; they are only binding if we have expressly confirmed them in writing.

3.11. Deviations of the delivery item from offers, samples, trial and pre-deliveries are permissible in accordance with the respectively valid DIN - EN standards or other relevant technical standards.

3.12. Changes and additions by the Customer are not included in the agreed order. They represent a separate order and will be invoiced separately.

4. The processing of all orders placed with us

4.1. The processing of all orders placed with us is always based on our order confirmation, unless otherwise agreed in writing in individual cases.

4.2. Collateral agreements and amendments only obligate us if they have been confirmed by us in writing.

4.3. When accepting orders, the creditworthiness of the Customer is assumed.

5. Prices

5.1. Prices are in EURO ex works, excluding freight, packaging, insurance, customs, unloading and installation, etc.

5.2. The applicable statutory VAT is not included in our prices. It is shown separately on the invoice.

5.3. Unless otherwise stated, we shall be bound by the prices stated as binding in our offers for 3 months from the date of the offer.

5.4. The prices are only valid for the respective individual financial statement. Repeat orders are regarded as new orders.

5.5. Any changes in the material prices, tariffs, taxes and charges on which the offer is based that occur between order confirmation and delivery entitle us to make a corresponding price adjustment, unless other agreements have been expressly made.

6. Terms of payment, offsetting, retention

6.1. Unless otherwise stated in the offer or order confirmation, our terms of payment are as follows:

6.1.1. 30% of the order amount, due upon receipt of the order confirmation,

6.1.2. 60% of the order amount, due on notification of readiness for dispatch,

6.1.3. Final payment on receipt of the final invoice, in each case in cash, without deduction, plus the value added tax applicable to the respective partial payment.

6.2. For partial payments:

6.2.1. If the Customer is in default of acceptance, the remaining payment is due 15 days after notification of readiness for dispatch.

6.3. The Customer is entitled to a right of retention which goes beyond §320 BGB.

6.4. Offsetting is only possible against undisputed or legally established counterclaims.

6.5. In the event of default of payment, the usual bank interest and, if applicable, also the damage caused by default exceeding this interest will be charged.

6.6. If, after acceptance of the order, doubts arise as to the creditworthiness of the Customer, all outstanding payments shall become due immediately in cash.

6.7. Bills of exchange are generally not accepted.

6.8. All payments are to be made free of charges for us.

6.9. The granting of discounts and payment by instalments requires a special written agreement.

6.10. The Customer is only authorised to exercise a right of retention if a counterclaim is based on the same contractual relationship and has been legally established, is undisputed or recognised by us.

7. Delivery time, partial delivery, default of acceptance

7.1. Delivery dates or periods, insofar as they are to be binding, must be confirmed by us in writing. In all other cases delivery dates or periods are not binding. The beginning of the delivery time stated by us requires the clarification of all technical questions.

7.2. The agreed delivery time begins with the conclusion of the contract, but not before all technical questions have been clarified and all documents, production parts, materials, etc. to be provided by the Customer have been provided in full, and not before receipt of an agreed down payment. Subsequent requests for changes or additions by the Customer will extend the delivery time.

7.3. On request partial deliveries are also to be accepted by the Customer.

7.4. If the processing of the order is delayed for reasons for which we are not responsible, the risk shall pass to the Customer from the occurrence of the delay for the services already rendered in whole or in part at that time.

7.5. The delivery periods will also be extended in the event of causes beyond our control which prevent or permanently disrupt the performance of the contract, e.g. operational disruptions, impeded supply of raw materials and supplies, lack of transport or loading facilities, official measures, strikes or lock-outs.

7.6. Claims for damages and/or withdrawal from the contract by the Customer due to exceeding a binding delivery period can only be asserted if they are demonstrably based on gross negligence or intent attributable to us.

7.7. If the execution of the contract becomes unreasonable or impossible for us, we may withdraw from the contract in whole or in part without obligation to pay damages.

7.8. If the Customer is in default of acceptance or violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the contractual item shall also pass to the Customer at the point in time at which the Customer is in default of acceptance.

7.9. Adherence to the agreed delivery periods presupposes that the Customer has fulfilled his contractual obligations.

7.10. If delivery is delayed at the request of the Customer or for other reasons for which he is responsible, we shall charge him, beginning one month after notification of readiness for dispatch, the costs incurred by storage, but at least 0.5% of the invoice amount for each month.

7.11. We reserve the right to assert a further claim for damages.

7.12. After the setting and fruitless expiry of a reasonable deadline, we are entitled to dispose otherwise of the delivery item and to supply the Customer with a deadline extended in accordance with the circumstances.

7.13. Agreed delivery periods shall be extended appropriately if details of the order have not been clarified or are changed by the Customer, as well as in the event of industrial disputes and the occurrence of obstacles which are beyond our control - regardless of whether they occur in our factory or at our sub-supplier. The aforementioned circumstances are also not our responsibility if they occur during an already existing delay.

8. Transfer of risk, transport insurance

8.1. In all cases the risk will pass to the Customer as soon as the goods have been handed over to the person or company carrying out the transport or have left our works.

8.2. If dispatch is delayed due to circumstances for which the Customer is responsible, the risk will pass to the Customer upon notification that the goods are ready for dispatch.

8.3. We are not obliged to take out transport insurance – even for foreign business. The Customer must therefore provide his own transport insurance.

8.4. The risk of accidental loss will pass to the Customer upon arrival of the goods at the agreed place of delivery. In the case of collection by the Customer, the transfer of risk to the Customer takes place when the collection documents are signed.

9. Retention of title

9.1. The delivered goods shall remain our property until the Customer has settled all claims existing within the framework of the business relations, in particular also a possible current account balance.

9.2. Payments by cheque will not be accepted.

9.3. In any case of resale to third parties, the Customer hereby assigns to us the resulting claim in the amount of a part corresponding to our claim.

9.4. The Customer must neither pledge the delivery item nor assign it as security.

9.5. The Customer must inform us immediately in the event of seizure, confiscation or other dispositions by third parties.

9.6. If the Customer acts in breach of contract, in particular in case of default of payment, we are entitled to take back the goods after a reminder.

9.6.1. The Customer is obliged to surrender the goods.

9.7. The assertion of the retention of title as well as the seizure of the delivery item by us shall not be deemed to be a withdrawal from the contract, unless the instalment law applies.

9.8. If the value of the existing securities exceeds the secured claims by a total of more than 10%, the Customer can demand the release of securities at our discretion.

10. Copyrights, industrial property rights, other rights

10.1. In the case of orders based on drawings, samples or other specifications of the Customer, the Customer shall be liable for ensuring that the property rights of third parties are not infringed.

10.2. We reserve the property rights and copyrights to offer documents, illustrations, drawings, drafts, sketches, diagrams, data sheets, specifications, samples, calculations and other documents which we have handed over to the Customer within the framework of the contractual discussions and the execution of the contract. These documents must neither be made accessible to third parties, nor made available for inspection or duplicated if the order is placed or the conclusion of a contract does not come about. The documents may not be used to reproduce the same or similar installations, for tenders or the like.

10.3. If the order is not placed, all documents must be returned to us immediately.

10.4. The Customer will receive the right to use the documentation to be supplied by us to the Customer free of charge.

10.5. Claims against us are excluded if legal infringements are caused by the fact that the object of the contract was used by the Customer in a manner not in accordance with the contract.

11. Acceptance of equipment

11.1. The inspection of the equipment delivered or installed by us must be carried out immediately by the Customer and confirmed to us in writing. This also applies to self-contained, partial performances and to those parts of a performance which are not subject to a subsequent inspection due to further explanations.

11.2. Our performance shall be deemed to have been accepted without reservation if the Customer has put the equipment into use or does not raise a written complaint within 14 days of delivery or does not carry out the intended tests.

12. Creditor default

12.1. Goods ready for dispatch must be taken over by the Customer immediately. If the Customer is in default of acceptance of the goods for 14 days, measured from receipt of the notification of readiness for dispatch, we may set a further period of 14 days for acceptance under threat of withdrawal from the contract and, after expiry of this period, withdraw from the contract and dispose of the goods otherwise. This also applies to call orders.

12.2. In the event of withdrawal from the contract, we can demand a lump-sum compensation from the Customer in the amount of 15 % of the contract price. The right to claim further damages is expressly reserved.

12.3. During the period of default of acceptance, calculated from receipt of the notification of readiness for dispatch, the costs of storage, etc. will be charged separately. They amount to at least 0.5% of the net invoice amount for each month or part thereof. The Customer is permitted to prove that no damage or minor damage was incurred by us as a result of the delay in acceptance.

13. Warranty, claims for defects

13.1. If there is a defect in the object of the contract for which we are responsible, the Customer is entitled to demand subsequent performance within a reasonable period.

13.2. The notice of defect must be submitted to us in writing immediately after knowledge of a defect.

13.3. We are entitled to choose between replacement delivery or repair of defective goods. Claims of the Customer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the subject matter of the contract has been taken to a place other than the place of performance, unless the transfer corresponds to its intended use.

13.4. If the 2nd repair fails after a reasonable period of time and/or if a replacement delivery is not possible or unreasonable, the Customer may, at his discretion, demand a reduction of the remuneration or withdraw from the contract. Damages can only be claimed under the conditions of clause 13.10 of these GTC.

13.5. We accept no liability for defects resulting from natural wear and tear, incorrect or negligent handling, improper storage, unsuitable or improper use or non-observance of the processing and use instructions. This also applies to minor defects.

13.6. Claims against us are excluded if legal infringements are caused by the fact that the subject matter of the contract was used in a manner not in accordance with the contract.

13.7. Claims for defects become time-barred 12 months after delivery.

13.7.1. This period shall also apply to goods which have been used by the Customer for a building and which have caused its defectiveness, unless the method of use for a building has been expressly agreed in writing.

13.7.2. This will not affect our liability for wilful and grossly negligent breaches of duty and the limitation of statutory recourse claims.

13.8. If we are in default of delivery in whole or in part, the Customer shall be entitled to withdraw from the contract, provided that the legal requirements for this are met.

13.9. Insofar as in the event of partial default there is a lapse of interest not with regard to the entire contract, but only with regard to the outstanding part, the Customer may not withdraw from the entire contract, but may reduce his counter-performance in the ratio of the outstanding partial performance to the total performance.

13.10. The amount of compensation for damage caused to the Customer by the delay for which we are responsible and which can be specifically proven is limited to ½% for each full week of the delay, but in total no more than 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay.

13.11. Further claims of the Customer, including claims for damages of any kind, in particular for loss of profit, are excluded, unless we are guilty of intent or gross negligence.

13.12. In the event of gross negligence, our liability is limited to compensation for the damage foreseeable on our part at the time the contract was concluded.

13.13. We guarantee that at the time of acceptance our delivery has the contractually assured properties, corresponds to the recognised rules of technology and is not afflicted with defects that cancel or reduce the value or suitability for the normal use or the use stipulated in the contract.

13.14. Notification of defects must be notified to us in writing immediately after discovery of a defect. We must be given the opportunity to ascertain the reported defect ourselves on the spot.

13.15. To the exclusion of further claims, those defects which occur within 24 months of acceptance or delivery due to material or workmanship defects, if we are responsible for them, will be remedied free of charge within a reasonable period by repair or replacement, at our discretion.

13.16. The Customer has the right to withdraw from the contract or to reduce the purchase price if we allow a reasonable period of grace granted to us for the repair or replacement delivery of a defect for which we are responsible within the meaning of these terms of delivery to elapse without success. This right of choice of the Customer also exists if the repair or replacement delivery is impossible or if we are unable to do so.

13.16.1. This does not apply if the defect only insignificantly affects the quality of the delivery item. In this case the Customer can only demand an appropriate reduction in the consideration.

13.17. A warranty claim does not exist if the Customer has not or only partially fulfilled his contractual obligations or if modification or repair work has been carried out on the defective item without our consent.

13.18. Damage due to wear and tear after acceptance of the delivery is excluded from the warranty.

13.19. Claims for damages - of whatever kind - are in any case limited in reason and amount to the benefits of our business liability insurance.

13.20. Liability claims, which are not included in our business liability insurance, cannot be asserted against us.

13.21. We are not liable for damages due to failure of the equipment.

13.22. The Customer may withdraw from the contract if it finally turns out that we are unable to render the service for reasons for which we are responsible.

13.23. In the event of partial impossibility, the right of withdrawal only exists if the partial performance is demonstrably of no interest to the Customer, otherwise he may demand an appropriate reduction in the purchase price.

13.24. If the impossibility is not the fault of any contracting party, we shall be entitled to a part of the remuneration corresponding to the work performed.

13.25. If impossibility of performance occurs during default of acceptance or through the fault of the Customer, the Customer shall remain obliged to pay the consideration.

13.26. For further claims, clause 13 paragraph 13.11 shall apply.

13.27. STS reserves the right to set a minimum order value as specified in the respective offer or order confirmation

14. Limitation of liability

14.1. We are liable for damages - for whatever legal reasons - only
14.1.1. in case of intent,
14.1.2. in case of gross negligence,
14.1.3. in case of culpable injury to life, body, health,
14.1.4. in case of defects which we have fraudulently concealed or whose absence we have guaranteed
14.1.5. according to the product liability law
14.2. In the event of culpable breach of material contractual obligations, we shall also be liable for slight negligence, but limited to reasonably foreseeable damage typical of the contract.
14.3. The limitation of liability also applies to the personal liability of our employees, legal representatives and vicarious agents.

15. Confidentiality

15.1. The Customer undertakes to treat all information, provided in connection with the orders, which concerns us as confidential and thus secret.
15.2. Offer documents, illustrations, drawings, drafts, sketches, samples, calculations and other documents must not be made available to third parties. This applies in particular to those written documents which are designated as "confidential".

16. Export control

16.1. Even if there is no indication, all goods are subject to export authorisation in case of doubt. The Customer must generally check whether the goods to be exported are subject to the restrictions of the Foreign Trade and Payments Act of the Federal Republic of Germany. The Buyer is responsible for compliance with the relevant regulations.

17. Applicable law, place of performance, place of jurisdiction

17.1. The law of the Federal Republic of Germany applies exclusively to these terms and conditions of business and the entire legal relationship between the Customer and us, excluding the international law on sales and the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG).
17.2. The place of performance for payment by the Customer as well as our deliveries and services is our company headquarters.
17.3. Place of jurisdiction for merchants is the registered office of our company.
17.4. The law of the Federal Republic of Germany applies.
17.4.1. The application of the uniform Hague Sales Convention is excluded.
17.5. Place of performance is Friolzheim.
17.6. For all disputes arising from the contractual relationship, the place of jurisdiction shall be Pforzheim or, at our discretion, the general place of jurisdiction of the Customer, if the Customer is a registered trader, a legal entity under public law or a special fund under public law.
17.7. Should any of these provisions be invalid, this shall not affect the validity of the remaining provisions.

18. Partial invalidity, other

18.1. The German version is the original version and is used in legal disputes.
18.2. Should one of the above provisions be invalid or a provision within the framework of other agreements made with us be or become invalid, this shall not affect the validity of all other provisions and agreements.
18.3. We are entitled to process the data on the Customer received with regard to the business relationship or in connection with the business relationship within the meaning of the Federal Data Protection Act.