



VAR GmbH's Terms and Conditions of Sale and Delivery

Form No. 207, dated 28 August 2026

1. General Provisions

1.1 Where contracts with VAR GmbH are concluded in writing or an order placed with VAR GmbH is confirmed in writing, it shall be presumed that the content of the agreement set out in writing is complete and accurate. The customer remains free to provide evidence that the content set out in writing has been deviated from on the basis of a verbal agreement.

1.2 All deliveries and services provided by VAR GmbH are governed exclusively by our General Terms and Conditions; no other terms and conditions shall form part of the contract, even if we do not expressly object to them.

1.3 VAR GmbH's obligations regarding deliveries and services shall also apply to all future transactions with the customer.

2. Pricing

2.1 All prices are ex works or ex warehouse, including loading, excluding packaging, transport insurance and VAT, unless otherwise agreed.

3. Scope of delivery and delivery period

3.1 The scope of delivery is set out in the written order confirmation from VAR GmbH.

3.2 VAR GmbH reserves the right to make design or form changes during the delivery period that are attributable to technical improvements or to product requirements imposed by legislation, provided that this does not significantly alter the subject matter of the delivery and the changes are reasonable for the customer. Delivery periods are agreed on the understanding that they can be met provided production proceeds normally. They shall commence at the earliest upon receipt of the written order confirmation, provided that the customer has, by that time, fully fulfilled their obligations to cooperate in relation to the order, in particular by providing the necessary documentation, placing orders, completing the necessary formalities and making the agreed advance payments.



3.3 Delivery periods and deadlines shall be extended by a reasonable period in the event of any hindrance – even if caused by VAR GmbH’s suppliers. VAR GmbH shall not bear any risk of delay arising from industrial action or other unforeseen events beyond its control (force majeure and subject to availability of supplies), insofar as such causes of delay may affect the manufacture and delivery of the subject matter of the contract. VAR GmbH shall not be held responsible for such impediments even if a delay in delivery already existed when the impediment arose. It undertakes to notify the customer immediately of the start and end of such impediments. In the event that an impediment makes the performance of the order unreasonably difficult for VAR GmbH, VAR GmbH reserves the right to withdraw from the contract concluded with the customer. In such a case, it shall inform the customer immediately of the unavailability and shall refund any consideration already paid without delay. To the extent permitted by law, the customer shall have no claims of any kind arising from the delay caused by the aforementioned impediments for which VAR GmbH is not responsible.

3.4 VAR GmbH shall be entitled to carry out or provide any outstanding deliveries or services only against advance payment or the provision of security if, after the conclusion of the contract, it becomes aware of circumstances which are likely to significantly impair the customer’s creditworthiness and which jeopardise the fulfilment of any outstanding claims against the customer arising from the relevant contractual relationship.

4. Acceptance; transfer of risk and transport insurance

4.1 Unless expressly agreed otherwise, the Customer is obliged to collect and accept the goods at the premises of VAR GmbH in Senden. The Customer is entitled to inspect the goods for material defects at the place of handover within 14 days of receiving the notice of readiness or any other notification of completion. The customer is obliged to accept the goods within the same period, unless they are temporarily prevented from doing so through no fault of their own.

4.2 If the customer is culpably in default of accepting the goods for more than 14 days from receipt of the notice of readiness, VAR GmbH shall be entitled, after setting a grace period of a further 14 days, to withdraw from the contract or to claim damages for non-performance. It shall not be necessary to set a grace period if the customer seriously or definitively refuses acceptance or is manifestly unable to accept the goods even within this period.



4.3 The risk of accidental loss and accidental deterioration shall pass to the customer upon handover of the goods. In the case of dispatch, the risk shall pass upon handover (with the start of the loading process being decisive) to the forwarding agent, carrier or any other third party designated to carry out the dispatch. This shall also apply in the event of partial deliveries or where the seller has undertaken other services (e.g. dispatch or installation). If dispatch or collection is delayed due to circumstances for which the purchaser is responsible, the risk shall pass to the purchaser from the date on which the seller is ready to dispatch the goods and has notified the purchaser accordingly.

4.4 Transport insurance is arranged by VAR GmbH on behalf of the purchaser. This does not apply if the purchaser expressly requests otherwise or if they do not collect the goods themselves.

5. Terms of payment, right of retention, prohibition of set-off

5.1 Subject to any special agreements, invoices issued by VAR GmbH are payable within 30 days of receipt.

5.2 Cheques and bills of exchange are accepted on account of performance and shall only be deemed payment once they have been honoured. The acceptance of bills of exchange always requires a prior written agreement with VAR GmbH. Where bills of exchange are accepted, the bank's discount and collection charges shall be invoiced. These are payable immediately in cash. Where we accept any bills of exchange, no cash discount shall be granted.

5.3 If the customer fails to meet the payment deadline, they shall be in default without the need for a reminder. VAR GmbH shall charge interest on arrears for payment claims at a rate of 9 percentage points above the European Central Bank's current base rate per annum. This rate shall be adjusted upwards or downwards if VAR GmbH incurs a higher interest rate or if the customer can demonstrate that a lower rate applies.

5.4 If the customer suspends payments, is over-indebted, an application is made to open insolvency proceedings, or the customer defaults on the honouring of due bills of exchange or cheques, the entire claim of VAR GmbH shall become due immediately. The same shall apply in the event of any other material deterioration in the customer's financial circumstances. In such cases, VAR GmbH is entitled to demand adequate security or to withdraw from the contract.



5.5 If the customer is a trader, a legal person governed by public law or a special fund under public law, the withholding of payments on the basis of counter-claims by the customer and the setting-of of such claims are excluded, unless these counter-claims are undisputed or have been established by a final and binding judgement.

6. Retention of title, processing of the subject-matter of the contract

6.1 VAR GmbH reserves title to the goods delivered until the purchase price has been paid in full and any ancillary claims and interest on arrears arising from the business relationship with the customer have been settled. The retention of title shall also extend to the agreed balance, insofar as VAR GmbH records claims against the customer on a current account basis (retention of title on current account).

6.2 In the event of the Customer's breach of contract, in particular in the event of late payment, VAR GmbH shall be entitled, after setting a reasonable deadline, to take back the goods; the Customer shall be obliged to surrender them. The taking back of the goods by VAR GmbH shall always constitute a withdrawal from the contract. The attachment of the goods shall likewise always constitute a withdrawal from the contract. In the event of attachment or other interventions by third parties, the customer must notify VAR GmbH immediately in writing so that VAR GmbH may, if necessary, bring an action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is unable to reimburse VAR GmbH for the judicial and extrajudicial costs of legal proceedings under Section 771 of the German Code of Civil Procedure (ZPO), the purchaser shall be liable for the loss incurred by VAR GmbH.

6.3 The customer is entitled to resell the goods in the ordinary course of business; however, the purchaser hereby assigns to VAR GmbH all claims amounting to the final invoice amount (including VAT) arising from the resale against its customers or against third parties, irrespective of whether the goods have been resold in their unaltered state or after processing. The purchaser remains authorised to collect this claim even after its assignment. VAR GmbH's right to collect the claim itself remains unaffected by this; however, VAR GmbH undertakes not to collect the claim as long as the customer duly meets their payment obligations and is not in default of payment. In this case, VAR GmbH may demand that the purchaser disclose to it the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment.



6.4 Any processing or transformation of the goods by the customer shall always be carried out on behalf of VAR GmbH. If the goods are processed together with other items not belonging to VAR GmbH, VAR GmbH shall acquire co-ownership of the new item in proportion to the value of the goods to the other processed items at the time of processing. In all other respects, the same provisions shall apply to the item created by processing as to the goods subject to retention of title.

6.5 If the goods are inseparably combined or mixed with other items not belonging to VAR GmbH, VAR GmbH shall acquire co-ownership of the new item in the proportion of the value of the goods to the other combined or mixed items at the time of combination or mixing. If the combination or mixing has taken place in such a way that the customer's item is to be regarded as the principal item, it shall be deemed agreed that the customer shall transfer proportionate co-ownership to VAR GmbH. The customer shall hold the sole ownership or co-ownership in trust for VAR GmbH.

6.6 The Customer assigns to VAR GmbH the claims arising against a third party as a result of the combination of the delivered goods with immovable property, by way of security for VAR GmbH's claims against the Customer.

6.7 VAR GmbH undertakes to release the security to which it is entitled, at the purchaser's request, to the extent that its value exceeds the claims to be secured – insofar as these have not yet been settled – by more than 20 per cent.



7. Warranty and Liability

7.1 The warranty period shall be one year from the date of handover or, where acceptance is required, from the date of acceptance. The delivered goods must be carefully inspected immediately upon handover to the customer or to a third party designated by the customer. They shall be deemed to have been approved unless VAR GmbH has received, in writing, a notice of defects regarding obvious defects or other defects that were recognisable upon immediate and careful inspection, within seven working days of delivery of the goods or, failing that, within seven working days of the discovery of the defect or the time at which the defect became apparent to the purchaser during normal use of the goods without further inspection, has been received in writing. Provided the defect is reported in good time, VAR GmbH shall, at its discretion, either rectify the defect at the place of use or at one of its manufacturing plants, or supply a replacement, provided the defect existed at the time of the transfer of risk. Where parts are replaced, ownership of the old parts shall pass to VAR GmbH. Warranty claims are, in all cases, subject to compliance with VAR GmbH's operating and maintenance instructions.

Furthermore, no liability shall arise if modifications are made to the products, parts are replaced or consumables are used that do not comply with the original specifications (as stated).

If VAR GmbH provides substantiated evidence that one of the aforementioned circumstances caused the defect, the customer bears the burden of proof that the aforementioned circumstances were not the cause of the defect.

The warranty is excluded if the customer carries out or commissions any modifications or repair work without the prior consent of VAR GmbH.

Furthermore, warranty claims shall be excluded for as long as the customer is in default, in whole or in part, of payments due to VAR GmbH. This also includes claims arising from other legal relationships or contracts between the parties.

In the event of defects in components from other manufacturers which VAR GmbH is unable to remedy for reasons relating to licensing or factual circumstances, VAR GmbH shall, at its discretion, either assert its warranty claims against the manufacturers and suppliers on behalf of the customer or assign such claims to the customer. Warranty claims against VAR GmbH in respect of such defects shall only arise, subject to the other conditions and in accordance with these General Terms and Conditions of Delivery, if the judicial enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or, for example due to insolvency, is futile. For the duration of the legal dispute, the limitation period for the customer's relevant warranty claims against VAR GmbH shall be suspended.



7.2 The costs necessary for rectification, in particular transport, travel, labour and material costs, shall be borne by VAR GmbH. However, this shall apply only insofar as the subject-matter of the contract remains, after the transfer of risk, at the location to which it was delivered by VAR GmbH, unless its removal to another location corresponds to the intended use of the item. However, this does not apply to items covered by the contract that have been taken abroad; in such cases, the warranty claim is deemed to have arisen at the point of crossing the border. In each case, only the costs of the cheapest method of dispatch shall be reimbursed.

7.3 The customer's warranty claims for defects are limited to the right to subsequent performance in accordance with Section 439 of the German Civil Code (BGB). The customer retains the right, in the event of failure of subsequent performance, to claim a reduction in price or, unless the liability for defects relates to construction work, to withdraw from the contract at their discretion (**Grüneberg § 309, marginal notes 70, 71**). Claims for damages arising from defects shall otherwise be governed by clause 7.5. (**Grüneberg § 309, para. 55**)

7.4 Consumable and wear parts are excluded from any warranty, insofar as the defect consists solely of signs of wear and tear to be expected during normal use. Furthermore, warranty claims are excluded where defects arise from improper storage, unsuitable operating or installation conditions, improper installation by third parties, or other causes attributable to the customer.

7.5 VAR GmbH's liability for damages, regardless of the legal basis, in particular arising from impossibility of performance, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations or tort, is limited, insofar as fault is a determining factor in each case, in accordance with the following provisions:

VAR GmbH shall not be liable:

- in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents;
- in the event of gross negligence on the part of its non-managerial employees (**Grüneberg § 309, marginal note 55**), provided that this does not constitute a breach of obligations essential to the contract. Essential to the contract are the obligations to deliver and install the goods on time and free from defects, as well as duties of advice, protection and care intended to enable the customer to use the goods in accordance with the contract or to protect the life or limb of the customer's staff or third parties, or the customer's property, from significant damage.



Insofar as VAR GmbH is liable for damages in principle in accordance with the above provision, such liability shall be limited to damage which VAR GmbH foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract, or which it should have foreseen, having exercised the care customary in the trade, taking into account the circumstances of which it was aware or which it ought to have recognised. Furthermore, indirect and consequential damages resulting from defects in the goods supplied shall only be compensable to the extent that such damages are typically to be expected when the goods are used for their intended purpose.

The above exclusions and limitations of liability shall apply to the same extent in favour of the officers, legal representatives, employees and other vicarious agents of VAR GmbH, unless otherwise provided for in these provisions. Where VAR GmbH provides technical information or acts in an advisory capacity, and where such information or advice does not form part of the contractually agreed scope of services owed by it, this shall be provided free of charge and subject to the exclusion of any liability.

The above limitations shall not apply to VAR GmbH's liability arising from wilful misconduct, guaranteed characteristics, injury to life, limb or health, or under the Product Liability Act.

7.6 All warranty claims against VAR GmbH are non-assignable.

8. Place of performance and jurisdiction

8.1 The place of performance for the services to be provided by VAR GmbH is DE – 48308 Senden. The place of performance for all monetary payments is DE – 48308 Senden.

8.2 In the event of any disputes arising from the contractual relationship, including actions relating to cheques and bills of exchange, as well as proceedings for the granting of a seizure order or an interim injunction, if the customer is a registered trader, a legal entity under public law or a special fund under public law, the action must be brought before the court with jurisdiction over the registered office of VAR GmbH. VAR GmbH shall also be entitled to bring proceedings at the purchaser's registered office.

8.3 German law shall apply exclusively, to the exclusion of the provisions governing the international sale of goods, even if the customer has its registered office abroad. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.



9. Assignment, severability clause

9.1 Any transfer of the purchaser's rights and obligations arising from the contract concluded with VAR GmbH requires the written consent of VAR GmbH to be valid.

9.2 Should any provision be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, the legally valid provisions shall be deemed to have been agreed to fill the gap, which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery had they been aware of the gap in the provisions.

Note:

The Client acknowledges that VAR GmbH stores data arising from the contractual relationship in accordance with Section 28 of the Federal Data Protection Act for the purposes of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) to the extent necessary for the performance of the contract.