

Terms and Conditions of W. KÖPP GmbH & Co. KG**Status: 24 July 2025****I. Preamble**

- Our General Terms and Conditions (hereinafter: GTC) apply to all our deliveries and services. They shall apply in the version valid at the time of conclusion of the contract or in the version last communicated to the contractual partner/customer (hereinafter: customer) in text form exclusively for all future transactions with our contractual partners/customers (hereinafter: customers) as a framework agreement, insofar as these are of the same or similar nature, without the need to refer to the GTC again.
- These GTC always apply exclusively. We do not recognise any terms and conditions of our contractual partner that conflict with or deviate from our General Terms and Conditions unless we have expressly agreed to them. Our GTC shall also apply if we fulfil our obligations in the knowledge of conflicting or deviating terms and conditions of our contractual partner (hereinafter: customer).
- All agreements or declarations made within the framework of the contractual relationship are only effective if they are made expressly and in text form, exclusively by e-mail. Declarations by short messages (SMS), other so-called messenger services or similar are not considered to be formally effective in this respect.
- Our General Terms and Conditions apply exclusively to customers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

II. Offer – Offer documents

- Our offers are subject to change and non-binding, unless otherwise expressly and unequivocally stated in the offer. If a customer's order qualifies as an offer, we reserve the right to accept it within two weeks.
- We reserve all property rights and copyrights to illustrations, drawings, calculations and other documents. Illustrative items/samples, documentation, catalogues, product descriptions, data sheets or other documents do not constitute a guarantee of quality or a warranted characteristic; only those characteristics that are expressly designated by us as warranted shall be deemed warranted in this respect. Documents provided, including offers, may not be passed on to third parties without our express consent.

III. Service adjustment

- We are entitled to change the contractually agreed service with one month's written notice to the date of change in accordance with § 315 BGB. The change is made in compliance with the following principles:
 - We may only change the service if one of the reasons listed below applies. This reason (unforeseeable at the time of conclusion of the contract) must not result in an adjustment of performance significantly impairing and/or cancelling the balance between the performance owed by the Contractor and the consideration of the Customer. In addition, the customer's interests must not be unreasonably impaired by the service adjustment.
 - The reasons that may make it necessary to adjust performance include, in particular, changes in supreme court rulings, a change in the law or a change in binding or even merely appropriate technical regulations or guidelines recommended by an appropriate body.
 - The customer has the right to object to the service adjustment if none of the above reasons apply. If no objection is raised within two weeks, the customer shall be deemed to have consented. We will inform the customer of the right of objection and the consequences of not exercising it when announcing the service adjustment.

IV. Prices – Terms of payment

- Unless otherwise stated in the order confirmation, our prices are ex works, excluding packaging, which will be invoiced separately. The customer bears the shipping risk (§ 447 BGB) and any customs duties, fees, tolls, taxes and other public and private costs and/or charges.
- Unless a fixed price agreement has been expressly made and designated as such, we reserve the right to make reasonable price adjustments within the meaning of Section 315 BGB due to changes in costs. We are therefore authorised to change the contractually agreed prices with a notice period of one month to the date of the change. A change may only be made three months after conclusion of the contract or after the last price increase at the earliest. The change is made in compliance with the following principles:
 - The costs for the provision of our services must have changed as a result of a change in labour, material or other costs or in such a way that the contracting parties would make an adjustment to the existing price level by at least five percentage points if the existing contract were to be concluded again.
 - A change may involve both an increase and a reduction in remuneration.
 - At the customer's request, we will provide the customer with further information, documents and evidence necessary to verify the change in remuneration.
 - We will inform the customer of the amount of the adjustment. If the customer does not object within two weeks, the new remuneration shall be deemed to have been agreed. We will inform the customer of the right of objection and the consequences of an objection when announcing the price adjustment. The objection is only justified if the costs have not changed.
- The statutory value added tax is not included in our prices. It will be shown separately on the invoice at the statutory rate on the day of invoicing.
- The customer shall be in default if he has not paid the net purchase price (without deduction) within 14 days of the invoice being issued.
- The customer can pay the purchase price by cash on delivery or non-cash invoice. Payments are to be made exclusively to us (place of fulfilment: Aachen) free of costs and encumbrances. Cheques and bills of exchange are not accepted. We reserve the right to accept or reject own or other bills of acceptance. If a cash account has been agreed, the handing over of own or third-party bill of acceptance is not regarded as cash payment. Our representatives are only authorised to collect payments if they have a written authorisation to collect. If payment is made to a representative without appropriate legitimisation, this does not result in the customer being discharged from debt.
- The deduction of discounts requires special agreement. This also applies in particular, but not exclusively, to mould, tool, set-up, laboratory and/or programming costs.

V. Offsetting and right of retention

The customer shall only be entitled to exercise a right of retention and to offset, even if claims for defects or counterclaims are asserted, if the asserted claims have been legally established, are undisputed or have been recognised by us and are based on the same contractual relationship from which the customer's payment obligation arises. In the event that defects occur within the scope of the delivery, the customer's counter-rights shall remain unaffected.

VI. Delivery, delivery time, delay, default of acceptance

- Delivery shall be ex works, always plus the costs specified as examples in IV. 1. We reserve the right to choose the mode and route of despatch. Where 'free' deliveries are agreed, we reserve the right to deliver the goods using the means and route most favourable to us.
- The delivery time is agreed individually or specified by us in the order confirmation. If this is not done, the delivery period is twelve weeks. The start of the delivery period stated by us is subject to clarification with the customer of all technical specifications/questions required for processing the individual order and timely delivery to us by our suppliers (customer's duty to co-operate). If the customer is in default of acceptance or culpably violates his obligations to co-operate within the meaning of sentence 1, we shall have a claim against the customer for compensation for the damage incurred, including additional expenses (e.g. storage costs). If this is the case, we shall charge the customer a flat-rate compensation of EUR 800 per calendar day (beginning with the delivery period or, if no delivery period is specified, with the notification that the goods are ready for dispatch). Statutory claims on our part (reimbursement of additional expenses, reasonable compensation, cancellation) and proof of higher damages shall remain unaffected.
- In the event that we are unable to meet contractually agreed delivery deadlines for reasons for which we are not responsible, we shall inform the customer of this circumstance without delay and notify the customer of the expected new delivery deadline. If a delayed delivery cannot be made due to non-availability of the service even within the newly announced delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall reimburse any consideration already paid in accordance with the statutory provisions. The non-availability of the service has occurred, for example, if our supplier has not delivered to us on time, if we have concluded a congruent hedging transaction, if there are other disruptions in the supply chain (for example due to force majeure) or if we are not obliged to procure in individual cases.
- Whether there is a delay in delivery shall be determined in accordance with the statutory provisions. However, the prerequisite for a delay in delivery is a reminder from the customer in the form described in Section I. 2. In the event of a delay in delivery, the customer may claim lump-sum compensation for the damage caused by the delay. The liquidated damages shall amount to 0.2 per cent of the net price (delivery value) for each completed calendar week of delay, up to a maximum of five per cent of the delivery value of the goods delivered late. We reserve the right to prove that the customer has suffered no damage or only less damage than the above lump sum.
- Further claims or rights are reserved.

VII. Claims for defects by the customer

- The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below.
- Agreements that we have made with customers regarding the quality and intended use of the goods (including accessories and instructions) must be expressly designated as such and regularly form the basis of our liability for defects under the warranty. A quality agreement includes all product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by us (in particular in catalogues or on our Internet homepage) at the time the contract was concluded. In the event that no quality has been agreed, it must be assessed in accordance with the provisions of Section 434 (3) BGB whether a defect exists.

3. We shall not be liable for defects which the customer is aware of or is grossly negligent in not being aware of at the time of conclusion of the contract in accordance with § 442 BGB.
4. Claims for defects on the part of the customer shall only apply if the customer has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB). If the goods are building materials or other goods intended for installation or other further processing, an inspection must be carried out immediately before processing. We must be notified immediately if a defect is discovered during delivery, inspection or at a later date. Obvious defects and non-recognisable defects must be reported accordingly within the same period of time from the discovery of the defects. In the event that the customer neglects or fails to fulfil his obligation to properly inspect the goods and/or report defects, we shall not be liable for the defect not reported or not reported in time or not reported properly in accordance with the statutory provisions. If the goods were intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of non-compliance with or breach of one of these obligations. In this case, the customer shall not be entitled to any claims for reimbursement of the installation and removal costs.
5. If the delivered goods should be defective, we shall be entitled to choose whether we provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (subsequent delivery). Only if the type of subsequent fulfilment chosen by us is unreasonable for the customer in the individual case can he refuse it. However, we reserve the right to refuse subsequent fulfilment under the statutory conditions. In addition, we are entitled to make the subsequent fulfilment to be provided by us dependent on the customer paying the price due.
6. The customer must grant us the necessary time and opportunity for the subsequent fulfilment to be provided. In particular, the customer must hand over to us the item for which he has asserted a defect (with reference to his special duty of inspection under Section VII, Clause 2 f. of these GTC) in the original unprocessed condition delivered by us for inspection purposes. In the event that we make a subsequent delivery of a defect-free item, the customer must return the defective item to us in advance in accordance with the statutory provisions. However, the customer does not have a return claim.
7. Unless we are contractually obliged to do so, subsequent fulfilment shall not include the dismantling, removal or de-installation of the defective item or the installation, fitting or installation of a defect-free item. Sorting costs, retrieval costs or recall costs will also not be reimbursed. This shall not affect the customer's claims for compensation for „installation and removal costs“.
8. We shall only reimburse the expenses which are necessary for inspection purposes and for subsequent performance (transport, labour and material costs and, if applicable, dismantling and installation costs) in the event that a defect has been legally established which was caused by gross negligence or intent, unless it is a case of VIII. 2. However, we may demand reimbursement from the customer for costs incurred due to an unjustified request to remedy a defect in the event that the customer knew or could have recognised that there was in fact no defect.
9. The customer may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions if a deadline to be set by the customer for subsequent fulfilment has expired without fulfilment or is dispensable in accordance with the statutory provisions. However, the customer shall have no right of cancellation in the event of a minor defect.
10. Claims by the customer for reimbursement of expenses in accordance with § 445 a paragraph 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB).
11. Even in the event of a defect, claims for damages or claims for reimbursement of futile expenses by the customer (Section 284 BGB) shall only exist in accordance with Section 9 and Section 10.

VIII. Total liability

1. We shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence.
2. In the event of simple negligence, subject to statutory limitations of liability (e.g. care in one's own affairs; insignificant breach of duty), there is only liability
 - a) for damages resulting from injury to life, limb or health;
 - b) for damages arising from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely), whereby liability in this case is limited to compensation for foreseeable, typically occurring damages.
3. The limitations of liability resulting from paragraph 1 shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to claims by the customer under the Product Liability Act.
4. The customer may only withdraw from or cancel the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. In all other respects, the statutory requirements and legal consequences apply.

IX. Limitation periods

1. Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. This shall not affect special statutory provisions in the event of fraudulent intent on our part (Section 438 (3) BGB, Section 634 a (3) BGB) and for claims in supplier recourse in the event of final delivery to a consumer (Section 479 BGB).
2. The above limitation periods shall also apply to contractual and non-contractual claims for damages by the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act remain unaffected. Otherwise, the statutory limitation periods shall apply exclusively to the customer's claims for damages in accordance with Section VII.

X. Retention of title

1. We reserve title to the goods until full settlement of all present and future claims arising from the purchase contract and an ongoing business relationship.
2. The customer is entitled to resell the goods in the ordinary course of business. He hereby assigns to us all claims in the amount of the invoice amount (including the statutory value added tax) which accrue to him against his customers or third parties through resale, irrespective of whether the goods have been handed over to the customer without or after processing. We accept the transfer. We reserve the right to collect the claim ourselves as soon as the customer does not properly fulfil his payment obligations and is in default of payment. In this case, any amounts collected from the customer must be transferred to us immediately and, if necessary, kept separately for us until the due date and transfer. In addition, we may demand that the customer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment to us.
3. The handling and processing of the goods by the customer shall always be carried out in our name and on our behalf. If the goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods supplied by us to the other processed items at the time of processing.
4. If the goods are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our goods to the other mixed items at the time of mixing. If the mixing takes place in such a way that the item of the customer or his customer is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall hold the resulting sole ownership or co-ownership for us.
5. In the event of seizure or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us. Furthermore, the customer is not authorised to pledge the goods delivered subject to retention of title, to transfer them as security or to assign them.
6. We undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We shall be responsible for selecting the collateral to be released.

XI. Tool costs – ownership of tools

1. If the manufacture of tools and/or moulds is necessary for the fulfilment of the actual service/delivery contract, we shall take on the manufacture of the tools and/or moulds. The bearing of costs for the manufacture of tools and/or moulds shall be regulated by separate agreement.
2. Irrespective of who bears the costs of manufacturing the tools and/or moulds, ownership of the tools shall remain with us in all cases. Contributions made to set-up/ manufacturing costs (mould costs, shares, tool costs etc.) shall not preclude our exclusive ownership of these facilities and tools. The customer shall not acquire any claim to transfer of ownership of the tools and/or moulds themselves, even if the above costs are paid in full.

XII. Applicable law – Place of jurisdiction

1. The laws of the Federal Republic of Germany shall apply. The terms of United Nations sales conventions (CISG Convention on Contracts for the International Sale of Goods) do not apply. The conditions and effects of the retention of title in accordance with clause IX. are subject to the law at the respective location of the goods, but only insofar as the choice of applicable law made in favour of German law is inadmissible or ineffective.
2. All questions and interpretations in connection with the contractual relationship with our customers shall be governed exclusively by the above legal provisions and these GTC. If these are made available in other languages, only the German wording shall be authoritative for legal purposes. Any ambiguities in the use of terms shall be interpreted exclusively on the basis of the German version.
3. The exclusive place of jurisdiction for disputes arising from this contract is our registered office in Aachen. However, we are entitled to sue the customer at his general place of jurisdiction. The same applies if the customer does not have a general place of jurisdiction in Germany or if his place of residence or habitual abode is unknown at the time the action is filed.
4. Unless otherwise stated in the order confirmation, our registered office is the place of fulfilment.

In the event of discrepancies between the German version and the English version, the German version shall prevail.