

General Terms and Conditions (T&Cs)

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Local Court Düsseldorf / Commercial Register No. HRB 44129
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§1 Scope

These General Terms and Conditions apply to all deliveries, services and offers of Feltes GmbH to its customers.

Any differing, conflicting or supplementary terms and conditions of the buyer shall only become part of the contract if their validity has been expressly agreed to by us in writing.

These General Terms and Conditions shall also apply to all future business relationships, even if they are not expressly agreed upon again.

These terms and conditions apply both to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) and to consumers within the meaning of Section 13 BGB, unless expressly stated otherwise.

Where individual provisions apply exclusively to entrepreneurs, this will be expressly indicated in the respective clause.

§2 Offer and Conclusion of Contract

Our offers are non-binding and subject to change unless expressly designated as binding.

Technical modifications as well as changes in form, color or weight remain reserved within reasonable limits.

A contract shall only come into existence upon our written order confirmation or upon delivery of the goods.

The scope of delivery shall be determined exclusively by the information contained in the order confirmation.

Collateral agreements, amendments or supplements to a contract must be made in writing in order to be effective. This also applies to the waiver of the written form requirement.

§3 Prices

The prices stated in the respective offer or order confirmation shall apply.

All prices are stated in Euro plus applicable statutory taxes, where applicable.

Shipping, freight, packaging and insurance costs are not included in the product prices and will be charged separately or specified in the offer or order confirmation.

Costs for packaging as well as transport and shipping preparation may be charged separately.

For deliveries abroad, the buyer shall bear all customs duties, import charges and other taxes or fees incurred in the country of destination.

Payments shall be made in Euro unless otherwise agreed.

Bank and transfer charges, especially for international payments, shall be borne by the buyer.

If significant cost factors, particularly material, energy, transport or procurement costs, change substantially after conclusion of the contract and more than four months lie between the conclusion of the contract and delivery, we reserve the right to adjust the agreed price appropriately in accordance with the cost development.

This does not apply to consumers.

§4 Terms of Payment

The payment terms result from the respective offer, order confirmation or invoice.

We reserve the right, particularly in the case of new customers or at our discretion, to perform deliveries wholly or partially only against advance payment or adequate security.

In the event of default in payment, we are entitled to charge default interest at the statutory rate.

For entrepreneurs, the default interest rate shall be nine percentage points above the applicable base interest rate in accordance with Section 288 BGB.

In addition, we are entitled to demand a reasonable reminder fee as well as the costs of legal enforcement.

If circumstances become known to us after conclusion of the contract which seriously call into question the creditworthiness of the buyer, we are entitled to:

perform further deliveries only against advance payment, or
withdraw from the contract.

In such case, all outstanding claims may become immediately due.

The buyer shall only be entitled to offset or retain payments if his counterclaims have been legally established, are undisputed or ready for decision.

If an insolvency application is filed against the buyer's assets after conclusion of the contract, or if circumstances become known which indicate a significant deterioration in the buyer's financial situation, we are entitled to make further deliveries dependent on advance payment or security or to withdraw from the contract.

§5 Delivery and Delivery Time

Delivery dates and delivery periods result from the respective offer or order confirmation.

Information on delivery times shall generally be understood as estimated delivery dates unless expressly agreed as binding.

Delivery periods shall commence only after clarification of all technical and commercial details of the order.

Shipping may be carried out at our discretion by:

- parcel service
- freight forwarder
- collection by the buyer
- delivery by our own vehicle

After the goods have been handed over to a carrier, we have no influence on the actual transport duration or the time of delivery. Delays caused by parcel services or freight forwarders are beyond our control.

A binding delivery date shall only apply if it has been expressly agreed in writing.

Partial deliveries are permissible insofar as they are reasonable for the buyer.

Delivery delays caused by events beyond our control, in particular force majeure, strikes, operational disruptions, delays in delivery by suppliers, shortages of energy or raw materials, or transport disruptions, shall entitle us to extend the delivery period accordingly.

We reserve the right to withdraw from the contract if we are not supplied, or not supplied in time, by our supplier despite having concluded a congruent covering transaction and we are not responsible for this.

Claims for damages due to delay in delivery are excluded unless caused by intent or gross negligence on our part.

In the case of slight negligence, our liability shall be limited to the foreseeable damage typical for the contract.

§6 Shipping, Packaging and Transfer of Risk

Unless otherwise agreed in the offer, order confirmation or contract, deliveries shall generally be made **EXW according to Incoterms® 2020** from our warehouse or works.

Shipping may be carried out at our discretion by parcel service, freight forwarder or our own delivery.

Alternatively, the buyer may organize the collection of the goods.

If other Incoterms® are agreed in the offer or order confirmation, they shall apply in accordance with Incoterms® 2020.

The goods shall be packaged in a manner suitable for transport and professionally appropriate. The type and extent of packaging shall be determined at our discretion unless otherwise agreed.

Costs for packaging and shipping preparation may be charged separately.

If collection is carried out by the buyer or a carrier commissioned by the buyer, the goods may also be made available unpackaged at the buyer's request. In this case the goods are handed over at the buyer's risk.

If shipment is carried out by a carrier commissioned by the buyer or if the buyer organizes the collection himself, the risk passes to the buyer upon handover to the carrier or upon provision of the goods for collection.

If delivery is carried out by us or by a carrier commissioned by us, the risk passes to the buyer when the goods are made available at the agreed place of delivery before unloading.

Unloading of the goods shall generally be carried out by the buyer unless otherwise agreed.

If delivery takes place within the framework of container loading, particularly in overseas or export deliveries, and the container is provided by the buyer or its carrier, the goods shall be deemed properly delivered upon loading of the container and sealing of the container.

If prior notification is required for delivery, the buyer must inform us of the corresponding requirements in due time.

§7 Delay in Acceptance

If the buyer is in default of acceptance or breaches other obligations to cooperate, we shall be entitled to claim compensation for the damage incurred including any additional expenses.

In this case the risk of accidental loss or accidental deterioration of the goods shall also pass to the buyer.

We are entitled to store the goods at the buyer's expense and risk.

For this purpose we may charge the actual storage costs incurred or a flat rate of **0.5% of the order value per week**, but at least **EUR 25 per week**.

If the buyer is in delay of acceptance for more than 30 days, we are entitled, after prior notification, to dispose of the goods otherwise or to store them at the buyer's expense.

Further statutory claims remain unaffected.

§8 Inspection of Goods and Transport Damage

The buyer must inspect the goods immediately upon delivery for completeness and visible damage.

Obvious transport damage or shortages must be reported immediately to the carrier upon delivery and noted on the transport documents or delivery confirmations of the carrier.

Hidden transport damage must be reported in writing immediately after discovery.

By confirming receipt of the goods to the carrier, in particular by signing the consignment note, electronic delivery confirmation or comparable transport documents, the goods shall be deemed accepted unless appropriate reservations have been noted.

Additionally, the following applies to entrepreneurs:

Entrepreneurs must carefully inspect the goods immediately after delivery.

Obvious defects must be reported in writing no later than **7 calendar days** after delivery.

Hidden defects must be reported in writing immediately after discovery.

If defects are not reported in due time, the goods shall be deemed approved unless the defect was not detectable during inspection.

§9 Assembly, Commissioning and Use

The delivered products are generally supplied pre-assembled and must be assembled and commissioned by the buyer in accordance with the supplied installation and operating instructions.

The buyer or operator is responsible for the proper assembly, installation and safe operation of the products.

The products may only be used in accordance with their intended purpose and in compliance with the technical specifications.

Modifications or alterations to the delivered products without our prior written consent are not permitted.

An obligation to permanently supply spare parts exists only if this has been expressly agreed in writing.

Technical changes as well as changes in design or construction remain reserved, provided that the function and safety of the products are not significantly impaired.

§10 Operation, Maintenance and Safety Inspections

The operator is responsible for regular maintenance, inspection and safety checks of the products in accordance with applicable legal regulations and the operating instructions.

In particular, prescribed inspection intervals for lifting equipment and safety-relevant components must be observed.

§11 Product Selection and Modular System

Our products may consist of modular components that can be combined within a modular system.

If the buyer selects or specifies the configuration or combination of components, the buyer shall be responsible for the suitability and compatibility of the selected components.

Technical advice or recommendations provided by us are given to the best of our knowledge but do not constitute a guarantee that the products are suitable for a particular purpose.

§12 Custom-Made Products

Custom-made products are products or components manufactured or modified according to customer specifications.

Custom-made products are generally excluded from return or exchange.

If an order contains both standard products and custom-made products, these provisions shall apply exclusively to the respective items of the order.

§13 Return of Goods

The return of standard goods is only possible with our prior written consent.

In the event of an agreed return, we reserve the right to charge a restocking fee.

The buyer shall bear the cost of returning the goods.

The goods must be in perfect and unused condition.

In the event of damage or signs of use, we reserve the right to charge an appropriate reduction in value.

Statutory withdrawal rights of consumers remain unaffected.

§14 Warranty

For entrepreneurs, the warranty period shall be **12 months from delivery**.

For consumers, the statutory warranty periods shall apply.

In the event of a defect, we shall be entitled, at our discretion, to remedy the defect or provide a replacement delivery.

Warranty shall not apply in particular to damages caused by:

- improper assembly
- improper use
- overloading
- lack of maintenance
- natural wear and tear
- unauthorized modifications

Deviations in dimensions, weight and performance within the usual manufacturing and material tolerances are permissible.

Minor visual deviations, in particular slight scratches or signs of use caused by transport, shall not constitute a defect.

§15 Liability

We shall be liable without limitation for damages resulting from injury to life, body or health.

We shall also be liable without limitation in cases of intent or gross negligence and in accordance with the provisions of the German Product Liability Act.

In the event of slightly negligent breach of essential contractual obligations, our liability shall be limited to the foreseeable damage typical for the contract.

Otherwise, liability for slight negligence shall be excluded to the extent permitted by law.

The above limitations of liability shall also apply to our legal representatives, employees and agents.

§16 Retention of Title

The delivered goods shall remain our property until full payment of all claims arising from the business relationship.

The buyer shall be entitled to resell the goods subject to retention of title in the ordinary course of business.

In the event of resale, the buyer hereby assigns to us all claims arising from the resale of the goods subject to retention of title.

Processing or transformation of the goods subject to retention of title shall always be carried out for us as manufacturer within the meaning of Section 950 BGB without creating obligations for us.

If the goods subject to retention of title are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the other processed items.

The buyer must inform us immediately if third parties access the goods subject to retention of title.

§17 Export and International Deliveries

For deliveries abroad, the buyer shall be responsible for compliance with the import, safety and approval regulations applicable in the country of destination.

The buyer undertakes not to resell or use the delivered products in violation of applicable export control regulations or international sanctions.

In particular, the buyer undertakes to comply with the applicable export control regulations of the European Union, especially the EU Dual-Use Regulation, as well as all applicable national and international sanctions regulations.

The buyer shall be liable for all damages or disadvantages resulting from incorrect information regarding the country of destination or the end use of the goods.

§18 Disposal

After the end of the service life of the products, the buyer or operator shall be responsible for proper dismantling, disposal or recycling of the delivered products in accordance with the applicable legal regulations.

The products may consist in particular of metals (e.g. steel or aluminium), plastics as well as electrical or electronic components which must be disposed of or recycled in accordance with applicable regulations.

Packaging and transport materials, in particular pallets, wooden packaging, cardboard, plastic films and other packaging components, must be disposed of or recycled by the buyer in accordance with the applicable legal regulations.

An obligation on our part to take back or dispose of products shall exist only where required by law or expressly agreed.

§19 Jurisdiction, Place of Performance and Applicable Law

The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of performance for delivery and payment shall be the registered office of our company in Mettmann.

If the buyer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the business relationship shall be Düsseldorf.

Mandatory statutory provisions regarding jurisdiction, especially with regard to consumers, shall remain unaffected.

§20 Confidentiality

All technical, commercial and other information, documents, drawings or documentation made available to the buyer in the course of the business relationship must be treated as confidential.

Such information may not be reproduced or made accessible to third parties without our prior written consent.

The confidentiality obligation shall also apply after termination of the business relationship.

§21 Rights to Designs and Technical Documents

We retain all property rights, copyrights and rights of use to all drawings, designs, calculations, technical documents and special developments created by us.

This also applies if these were created in the context of customer-specific adaptations or custom-made products.

Disclosure to third parties, reproduction or use outside the agreed contractual purpose is only permitted with our prior written consent.

§22 Authoritative Version

If these General Terms and Conditions are provided in several languages, the German version shall be authoritative in case of doubt.

§23 Force Majeure

Events of force majeure, in particular natural disasters, war, terrorist attacks, pandemics, governmental measures, strikes, shortages of energy or raw materials as well as other unforeseeable events beyond our control, shall release us from our performance obligations for the duration and to the extent of the disruption.

§24 Development and Engineering Services

If design, development, planning or adaptation services are provided as part of an order, all rights to the resulting technical solutions, drawings, designs, calculations and other documents shall remain with us unless expressly agreed otherwise in writing.

Offers, drafts, drawings, calculations or other technical documents may not be reproduced or made available to third parties without our prior written consent.

If an order based on a planning or design prepared by us is not concluded, we reserve the right to invoice the expenses incurred separately.

Use of our technical documents, drawings or designs by the buyer or by third parties is permitted only within the scope of the agreed contractual purpose.

§25 Severability Clause

Should individual provisions of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

In place of the invalid or unenforceable provision, a legally permissible provision shall be deemed agreed which comes closest to the economic purpose of the invalid provision.

As of 03/2026