

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

A. Spindelberger Fahrzeugtechnik GmbH

Version: June 2026

## 1. Scope of Application

These General Terms and Conditions ("GTC") shall apply to all quotations, sales, deliveries, and services provided by A. Spindelberger Fahrzeugtechnik GmbH ("Seller").

These GTC apply to both:

- **Business Customers (B2B):** natural or legal persons acting in the exercise of their trade, business, or profession; and
- **Consumers (B2C):** natural persons acting for purposes outside their trade, business, or profession.

Where a provision applies exclusively to Business Customers, this will be expressly indicated.

Any conflicting or deviating terms proposed by the customer shall not apply unless expressly accepted by the Seller in writing.

Should any provision of these GTC be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 2. Quotations and Contract Formation

All quotations are non-binding and subject to change unless expressly stated otherwise in writing.

A contract shall only be concluded upon written order confirmation by the Seller or upon commencement of performance.

Technical descriptions, illustrations, dimensions, weights, and specifications are approximate unless expressly agreed as binding.

## 3. Prices

Unless otherwise agreed, all prices are stated in Euro (EUR).

For customers within the European Union:

- Prices for Consumers include statutory VAT where required by law.
- Prices for Business Customers are quoted exclusive of VAT unless otherwise stated.

Transportation, customs duties, import taxes, insurance, and other ancillary costs are charged separately unless expressly included in the quotation.

#### **4. Payment Terms**

Unless otherwise agreed in writing, invoices are payable within fourteen (14) days from the invoice date without deduction.

The Seller reserves the right to request advance payment, deposits, or partial payments.

In case of late payment, statutory interest and collection costs may be charged.

#### **5. Delivery**

Unless otherwise agreed, delivery shall be made EXW (Ex Works) Edermünde, Germany, according to the latest Incoterms® rules published by the International Chamber of Commerce (ICC).

Delivery dates are estimates unless expressly confirmed as binding.

Partial deliveries are permitted where reasonable.

Risk shall pass to:

- Consumers: upon physical receipt of the goods.
- Business Customers: in accordance with the agreed Incoterm.

#### **6. Force Majeure**

Neither party shall be liable for delays or failures caused by events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, pandemics, strikes, governmental actions, transportation disruptions, supplier failures, or shortages of materials.

Delivery periods shall be extended accordingly.

#### **7. Inspection and Warranty**

##### **For Consumers (B2C)**

Consumers benefit from all mandatory statutory warranty rights applicable in their country of residence where required by law.

These rights are not limited by these GTC.

## For Business Customers (B2B)

Business Customers shall inspect the goods immediately upon delivery.

Visible defects must be reported in writing within seven (7) days after delivery.

The warranty period for Business Customers shall be twelve (12) months from delivery unless mandatory law requires otherwise.

The Seller may, at its discretion:

- repair the defective goods; or
- replace the defective goods.

If repair or replacement fails, the customer may request a reasonable reduction of the purchase price or withdraw from the contract.

Warranty claims shall not apply in cases of:

- improper use;
- unauthorized modifications;
- normal wear and tear;
- repairs performed by third parties without authorization.

## **8. Returns**

Returns are only accepted with prior written authorization from the Seller.

This provision does not affect any statutory withdrawal rights available to Consumers.

## **9. Retention of Title**

The delivered goods shall remain the property of the Seller until full payment of all outstanding claims arising from the business relationship has been received.

## **Business Customers**

Business Customers may resell goods in the ordinary course of business. Any claims arising from such resale are hereby assigned to the Seller up to the amount of the outstanding invoice value.

## **10. Right of Withdrawal for Consumers**

Where mandatory consumer protection laws provide a right of withdrawal, Consumers shall receive separate withdrawal instructions and withdrawal forms where required.

Any statutory withdrawal rights remain unaffected by these GTC.

Custom-made products, individually manufactured trailers, specially configured vehicles, or goods produced according to customer specifications may be excluded from withdrawal rights where permitted by applicable law.

### **11. Limitation of Liability**

Nothing in these GTC shall exclude or limit liability for:

- death or personal injury;
- fraud or fraudulent misrepresentation;
- intentional misconduct;
- gross negligence;
- mandatory product liability claims.

### **Business Customers**

To the fullest extent permitted by law, liability for indirect or consequential losses, loss of profit, business interruption, or loss of data is excluded.

The Seller's total liability shall not exceed the net purchase price of the goods supplied.

### **Consumers**

Statutory consumer rights and mandatory legal protections remain unaffected.

### **12. Export Compliance**

Customers shall comply with all applicable export control laws, sanctions regulations, and trade restrictions.

The goods may not be exported, re-exported, transferred, or used in violation of applicable laws.

### **13. Governing Law and Jurisdiction**

These GTC shall be governed by the laws of the Federal Republic of Germany.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

### **Business Customers**

Exclusive jurisdiction for disputes shall be the competent courts in Kassel, Germany.

### **Consumers**

Mandatory consumer protection provisions and jurisdiction rights granted by applicable law shall remain unaffected.

**14. Language**

If these GTC are translated into another language, the English version shall prevail unless mandatory law requires otherwise.

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