

General Terms and Conditions

1. Scope

These terms and conditions apply to the reverse side and all future transactions between the seller (Trimex Tyre & Rubber Import and Export GmbH) and the buyer, unless otherwise agreed in writing for individual transactions between the contractual parties.

2. Requirement for Written Form

All agreements between the parties that are to become part of the contract require written form or written confirmation by the seller to be effective. The content of all agreements between the contractual parties is exclusively determined by the seller's written order confirmation or invoice, unless the buyer immediately and in writing objects after receiving the order confirmation or invoice.

3. Retention of Title

The delivered goods remain the property of the seller until full payment of the purchase price and all other contractual ancillary services owed by the buyer from this and all other still not finally settled transactions between the contractual parties. In case of resale of the goods to a third party by the buyer, the buyer hereby assigns all claims against the third-party purchaser from the resale contract to the seller, who accepts this assignment. If goods subject to retention of title by the seller are sold together with third-party goods, the aforementioned assignment is limited to the sale value of the goods under retention of title.

4. Payment, Prices

Agreed prices apply ex warehouse of the seller. When shipping the goods to the buyer, all transportation and shipping costs from the seller's warehouse are borne by the buyer. The risk transfers to the buyer upon handover of the goods to the railway, freight forwarder, etc. The invoice is due within the agreed payment terms.

5. Price Changes

If the delivery of the goods occurs as per contract or at the buyer's request later than within four months from the date of the order confirmation, the seller is entitled to pass on to the buyer any increase in list prices that occurs after this period to the same extent.

6. Deferral, Set-Off

If the contractual parties agree to defer the purchase price - even by accepting bills of exchange, etc. - and circumstances arise that cast doubt on

the buyer's creditworthiness, e.g., insolvency, bankruptcy application, application for composition, bill protest, etc., or if the buyer is more than 10 days in arrears with a purchase price installment, the entire remaining purchase price becomes immediately due, regardless of any later maturity of individual bills of exchange, etc. Set-off by the buyer is only permissible with a claim undisputed or legally established by the seller.

7. Right of Retention

The buyer may assert a right of retention only in accordance with § 320 BGB or from the specific contract concluded. If retention occurs due to defects or partial non-performance of a delivery, the buyer may only retain an amount equivalent to the value of the contested or missing quantity of goods.

8. Withdrawal/Liens

If the seller does not deliver at the agreed time, the buyer must set a grace period of at least four weeks. This setting must be done by registered letter with acknowledgment of receipt, otherwise the period does not start. After the fruitless expiration of the period, the buyer is entitled to withdraw from the contract. Claims for damages by the buyer are excluded unless the delayed delivery is due to intent or gross negligence of the seller. In the event of non-payment of the agreed purchase price, the seller is entitled to withdraw from the contract within a set grace period. In this case, the buyer is obligated to return the received goods and pay damages amounting to 60% of the purchase price. Alternatively, the seller may insist on the continuation of the contract. In this case, the seller is entitled to reclaim the delivered goods by way of pledge from the buyer's premises until the purchase price is paid. Storage of the goods in this case is at the buyer's expense.

9. Complaints

The buyer must check the delivered goods immediately upon receipt for defects and quantity discrepancies and report any complaints to the seller in writing without delay, but no later than within 8 days of receipt of the goods. For hidden defects, the statutory complaint periods apply. In the event of justified complaints, the seller is entitled to either deliver a replacement or refund the purchase price proportionate to the defective

part of the delivery at his discretion. Further claims by the buyer are excluded, especially claims for damages, unless the buyer proves that the damage incurred is due to intent or gross negligence by the seller. Unless the seller is accused of intent or gross negligence, he is not liable for third-party rights (protective rights, patterns, trademarks) on the writings, drawings, etc., used by him. In the case of a shipment purchase, the buyer must also immediately inspect the delivered goods for transport damage, regardless of the fact that the packaging is intact, and report any damage to the carrier.

10. Jurisdiction

For all legal disputes arising from the reverse side and all future transactions, the contractual parties agree that Essen is the place of jurisdiction.

11. Validity

Should individual provisions and agreements in these terms and conditions be invalid, the validity of the remaining provisions and agreements in these terms and conditions remains unaffected.