

# LÄDERACH

SWITZERLAND

## General Sales Conditions of Läderach (Deutschland) GmbH

Valid from August 2025

### 1. Scope

1.1 These General Sales Conditions apply to all contracts for deliveries and other performances (sale transactions) of Läderach (Deutschland) GmbH (hereinafter referred to as the "Vendor"). These Conditions do not apply to the Vendor's purchases or to contracts with consumers. Any terms and conditions of the customer that have not been accepted in writing by the Vendor are not binding on the Vendor, even if the Vendor does not expressly object to them.

1.2 These Conditions in their current version also form the basis for all future performances and deliveries as defined in Section 1.1, even if their inclusion is not expressly agreed again.

1.3 Insofar as these Conditions require "written form", written form in accordance with §§ 127, 126 BGB [German Civil Code], electronic form in accordance with §§ 127, 126a BGB or text form in accordance with §§ 127, 126b BGB is permissible.

### 2. Conclusion of the contract

2.1 The Vendor's offers are subject to change.

2.2 The customer may place orders with the Vendor in writing, electronically or by phone. Orders placed by the customer must contain the information required for the conclusion of the contract. The following must be provided:

- a) The customer number
- b) The item number
- c) The order quantity
- d) The desired delivery dates
- e) The exact delivery address

2.3 The customer is bound to an order for a period of 30 days. The Vendor is entitled to accept the order within this period.

2.4 Contract conclusions and other agreements only become binding upon written or verbal confirmation by the Vendor. The Vendor may consider change requests of the customer after the order confirmation. However, the Vendor is not obliged to do so. The costs associated with a change of the original order are to be borne by the customer.

2.5 Information in offers and/or order confirmations from the Vendor that are clearly based on an error, especially a typographical or calculation error, do not legally bind the Vendor. Rather, the obviously intended explanation applies.

2.6 Any ancillary agreements, reservations, amendments, oral assurances or supplements to the contract require written confirmation by the Vendor to be valid.

2.7 The basis for the performances provided by the Vendor is the product descriptions and price lists on

the homepage, in brochures and in catalogues, as well as the details provided by the Vendor in the offer and the order confirmation.

### 3. Order quantity

3.1 Depending on the type of goods delivered by the Vendor, excess or short deliveries in relation to the agreed quantities and weights are permitted within the limits customary in the trade and industry. When the customer's own designs or deviations from the Vendor's standard range are used, the Vendor reserves the right to deviate in quantity by up to 10%.

3.2 The stipulated dimensions are subject to DIN tolerances and customary deviations unless the Vendor has agreed different quality requirements with the customer.

### 4. Delivery times and delays, force majeure

4.1 The Vendor delivers free of charge for orders with a value of €200 or more per delivery address. For orders below this amount, a small-quantity surcharge of €15 is applied. This applies to delivery addresses in Germany.

4.2 In the case of deliveries outside Germany, the delivery conditions are agreed individually. Delivery is always EXW Läderach (Schweiz) AG, Ennenda (Incoterms 2020).

4.3 The delivery time specified in the offer or the order confirmation is always non-binding. The Vendor will endeavour to meet the stated delivery times but cannot provide a guarantee. Delivery times are only binding if they are expressly designated as binding in the offer or in the order confirmation.

4.4 Delays in delivery that are due to the customer requesting changes to the original order are borne by the customer. This also applies if the customer fails to fulfil its obligation to provide data in the agreed form or to provide it in good time, or if the data provided is defective and requires rework.

4.5 The delivery period is extended by a reasonable extent if the Vendor is prevented from fulfilling its obligations in a timely manner in the event of force majeure or other unforeseeable, extraordinary circumstances for which the parties are not responsible, such as material procurement difficulties, operational disruptions, strike, lockout, lack of means of transport, intervention by the authorities, energy supply difficulties, terror, war, embargo, pandemic, etc., even if they occur at the premises of upstream suppliers.

4.6 If delivery or performance becomes impossible or unreasonable due to the aforementioned circumstances, the Vendor is released from its delivery obligation. If the delivery delay lasts more than three months, the customer is entitled to withdraw from the contract. The customer can withdraw earlier if the delivery delay is unreasonable for it.

4.7 If the delivery time is extended due to force majeure or if the Vendor is released from its delivery obligation, the customer cannot derive any claims for damages from this. The Vendor can only invoke the aforementioned circumstances if the Vendor informs the customer immediately.

### 5. Prices and terms of payment

5.1 The prices quoted by the Vendor in the price lists or in the offers are net prices. VAT in the respective statutory amount is added to the prices. Prices are ex-works from the Vendor's premises and do not include the costs of freight, unloading, transport and installation unless this has been expressly agreed.

5.2 If no payment terms, in particular advance payment or cash discount deductions, have been agreed in individual cases, the invoices issued by the Vendor are due for payment without deduction within the specified payment period after the performance has been rendered and the invoice has been received, but no later than within 30 days.

5.3 If the Vendor does not receive the customer's payment on time, the Vendor is entitled to demand annual interest at a rate of 9% above the base interest rate from the due date. If the customer falls into arrears, the Vendor may charge interest at the current bank rate for overdrafts but at least 9% above the base interest rate. The Vendor reserves the right to claim further financial costs and other damages caused by the customer's default.

5.4 In the event of default on payment by the customer, the Vendor is entitled to withhold delivery. The customer is not entitled to withhold or offset payments insofar as the counterclaims have not been recognised by the Vendor or legally established.

### 6. Retention of title

6.1 All products delivered remain the property of the Vendor (reserved goods) until all claims of the Vendor arising from the commercial relationship with the customer have been paid in full. This also applies to future and conditional claims, even if payments are made on specially designated claims. This balance reservation expires conclusively upon settlement of all claims still outstanding at the time of payment and covered by this balance reservation.

6.2 Processing of the reserved goods is carried out for the Vendor as manufacturer within the meaning of § 950 BGB without obligating the Vendor. The processed and finished goods are deemed to be reserved goods within the meaning of Section 5.1. If the customer processes, combines or mixes the reserved goods with other goods, the Vendor is entitled to co-ownership of the new item in proportion to the invoice value of the reserved goods to the invoice value of the other goods used. If the ownership expires due to combining or mixing, the customer transfers to the Vendor the ownership rights to the new stock or item

to which it is entitled, to the extent of the invoice value of the reserved goods, and stores them for the Vendor free of charge. The Vendor's co-ownership rights are deemed to be reserved goods within the meaning of Section 5.1.

**6.3** The customer is entitled to resell the products in the ordinary course of business, provided that it is not in default of payment of the purchase price. The customer is not authorised to make extraordinary disposals such as pledges or transfers of ownership by way of security to third parties. In the event of resale, the customer hereby assigns to the Vendor, by way of security, all claims and other entitlements, including all current account balance claims and all ancillary rights, to which the customer is entitled as a result of the resale.

**6.4** The customer is entitled to collect the assigned claims. The direct debit authorisation expires if the customer stops making payments or files for bankruptcy, if bankruptcy proceedings are opened, in the event of an out-of-court settlement or restructuring proceedings, in the event of restructuring proceedings under the StaRUG [Company Stabilisation and Restructuring Act] or in the event of any other deterioration of assets. The same applies if it becomes apparent that the Vendor's claim for payment is jeopardised by the customer's inability to pay. In this case, the Vendor may demand that the customer inform the Vendor of the assigned claims and their debtors, provide all information necessary for the collection of the claims, hand over the relevant documents and notify the debtor of the assignment.

**6.5** The customer is not permitted to dispose of the resale claim by way of assignment of security or assignment of claims, including by way of purchase of claims, without the written consent of the Vendor, unless it is an assignment by way of genuine factoring, of which the Vendor is notified and in which the factoring proceeds exceed the value of the Vendor's secured claim.

**6.6** The customer must inform the Vendor immediately of any seizure or other impairment of the property by third parties. The customer must inform the Vendor immediately of any attachment or other impairment of the reserved goods by third parties.

**6.7** The Vendor undertakes to reassign or release the securities at the customer's request if the value of the security provided to the Vendor exceeds the amount of the Vendor's claim by more than 20%.

## **7. Transfer of risk**

**7.1** The risk passes to the customer at the latest when the goods are dispatched, even if partial deliveries are made or the Vendor has assumed other performances, such as the shipping costs or delivery.

**7.2** At the customer's request, the Vendor insures the shipment against theft, breakage, transport, fire and water damage and other insurable risks at the customer's expense.

**7.3** The customer will be notified of the delivery in good time. The customer is responsible for ensuring that deliveries are accepted at the usual or agreed times. Products returned after an unsuccessful delivery attempt cannot be redelivered to the customer for reasons of food law. In this case, the customer must place a new, chargeable order.

## **8. Liability for defects and compensation**

**8.1** The Vendor does not guarantee that the goods are suitable for a particular purpose unless the Vendor has expressly agreed to this liability.

**8.2** The warranty period lasts until the expiry date printed on the goods. This time limit does not apply to claims for damages by the customer arising from injury to life, limb or health, in the case of guarantees or claims under the Product Liability Act or from intentional or grossly negligent breaches of duty by the Vendor or its agents, which are subject to the statutory limitation periods.

**8.3** The liability for defects does not cover damage caused at the customer's premises by improper storage of the goods, humidity, overheating of the rooms, other temperature or weather influences, improper treatment, brute force, etc. Unless otherwise stated, products must be stored between 16°C and 18°C and in a dry, odourless environment. The optimum humidity is 50%.

**8.4** Claims for subsequent performance, damages, price reduction or cancellation within the meaning of §§ 437, 634 BGB due to obvious defects lapse upon acceptance, but at the latest if the customer does not give notice of them immediately, i.e. within two weeks of delivery.

**8.5** The Vendor bears the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs to the place to which the Vendor has delivered the goods. If the goods are located at a place other than the place of delivery, in particular in cases of resale, the Vendor is not obliged to bear any resulting additional costs for transport, travel, labour or materials.

**8.6** The Vendor may choose to have the goods returned at the Vendor's expense if this is technically possible. If the goods are returned, the most cost-effective means of transport, usually by road and not by air, is to be chosen, provided that this is not unreasonable for the customer. The Vendor may refuse to provide subsequent performance without prejudice to its rights under § 275 (2) and (3) BGB if it is only possible at disproportionate cost.

**8.7** Instead of rectifying the defect, the Vendor may, at its discretion, also deliver a replacement item. If the Vendor delivers a replacement item, the Vendor may demand that the customer return the defective item in accordance with § 346 to 348 BGB. If the rectification fails, if the Vendor refuses to make a replacement delivery or if the Vendor does not make the replacement delivery within a reasonable period of time, the customer may reduce the remuneration or withdraw from the contract. A rectification is deemed to have failed after the third unsuccessful attempt unless circumstances indicate otherwise, in particular due to the nature of the item or defect or other circumstances.

**8.8** Insignificant, reasonable deviations in terms of quantity and design, in particular in the case of repeat orders, do not entitle the customer to make complaints.

**8.9** All claims for material defects become void if the customer, or a third party on behalf of the customer, modifies or interferes with the product without the written permission of the Vendor.

**8.10** All claims for damages by the customer arising from breach of duty, default, impossibility of performance, positive breach of an obligation, culpa in contrahendo, tort or other legal grounds are excluded unless the damage or consequential damage that did not occur to the delivery item itself was caused by intentional or grossly negligent action by the Vendor. The limitation of liability applies equally to the Vendor's vicarious agents.

**8.11** The exclusion of liability under Section 8.10 does not apply if material contractual obligations are breached or if the customer claims damages for the absence of a warranted characteristic. In these cases, however, the Vendor's liability is limited to the damage foreseeable at the time of the conclusion of the contract.

**8.12** The Vendor may not invoke the above limitations of liability and the one-year warranty period in Section 8.2 if it has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The limitations of liability and the one-year warranty period in Section 8.2 also do not apply to damages resulting from injury to life, limb or health or to guarantees or claims under the Product Liability Act.

## **9. Intellectual property rights**

**9.1** All property rights and copyrights in offers, documents and all copyrightable performances provided by the Vendor to the customer remain with the Vendor.

## **10. Offsetting prohibition, contractual penalty**

**10.1** The customer may only offset claims of the Vendor for payment of the agreed remuneration if the customer's counterclaim either has been acknow-

ledged by the Vendor or has been legally established. Rights of retention on the part of the customer are also excluded.

**10.2** The Vendor only accepts contractual penalties if they are contractually negotiated and set out in writing. Contractual penalties in the customer's general terms and conditions do not bind the Vendor under any circumstances.

#### **11. Out-of-court dispute resolution**

**11.1** The Vendor is not willing to participate in dispute resolution proceedings before a consumer arbitration

board. The Vendor is also not obliged for legal reasons to participate in dispute resolution proceedings before a consumer arbitration board.

#### **12. Applicable law and place of jurisdiction**

**12.1** The place of fulfilment and jurisdiction for all disputes arising from the contractual relationship is the Vendor's registered place of business, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

**12.2** The law of the Federal Republic of Germany applies exclusively to the contractual relationship bet-

ween the parties, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law.

#### **13. Data protection**

**13.1** The Vendor's privacy policy can be accessed at the following link: <https://professional.laderach.com/en/privacy-policy/>.

It forms an integral part of these General Sales Conditions.

#### **Business hours**

These times are based on Swiss time.

Monday to Thursday

8.00 a.m. – 12 noon | 1 p.m. – 5 p.m.

Fridays and the days before public holidays

8.00 a.m. – 12 noon | 1 p.m. – 4 p.m.

#### **Contact details**

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Outside office hours, our answering machine and e-mail addresses are available.

Cologne, August 2025