



Fibers for Life.

General Terms and Conditions of Sale



1 Scope of Application, Conclusion of Contract

- 1.1 These General Terms and Conditions of Sale apply to all our business relationships with our customers (“buyers”). They apply only if the buyer is an entrepreneur, a legal entity under public law, or a special fund under public law.
- 1.2 Our offers, deliveries, and services are governed exclusively by these General Terms and Conditions of Sale in the version valid at the time of the buyer’s order, unless the parties have expressly agreed otherwise in writing. They shall also apply, in their then current version, to all future business relationships between the respective parties, even if they are not expressly agreed upon again. The buyer’s general terms and conditions that conflict with our Terms and Conditions of Sale shall apply only to the extent that we have expressly agreed to them in writing. This requirement for consent shall also apply if the buyer refers to his general terms and conditions in the context of the order and we have not expressly objected to them.
- 1.3 Quotes are subject to change. All orders and contracts, as well as all transactions concluded by agents, become binding only upon our written confirmation of the order or upon fulfillment, unless otherwise agreed in writing.
- 1.4 Additions, verbal side agreements, statements regarding quality, warranties, and subsequent amendments to the contract are valid only if we confirm them in writing. This also applies to statements made by our employees and other agents.

2 Prices

- 2.1 Prices are quoted in euros ex works, excluding packaging, freight charges, and cargo insurance, unless otherwise expressly agreed.
- 2.2 In the case of a sale to destination, the buyer is responsible for the shipping costs from the warehouse and the cost of any shipping insurance requested by the buyer. The buyer is also responsible for any customs duties, fees, taxes, and other public charges.
- 2.3 All prices are net prices excluding sales tax, which the buyer must pay in addition at the applicable statutory rate.
- 2.4 Unless a fixed price has been agreed upon, we reserve the right to make reasonable price adjustments due to changes in costs, including, but not limited to, wages, materials, energy, transportation, customs duties, taxes, and fees for deliveries made three months or more after the conclusion of the contract.

3 Payment Terms

- 3.1 Unless otherwise agreed, payments must be made within 30 days from date of invoice without any deductions. The date of receipt of payment shall determine whether a payment is timely.
- 3.2 We are entitled to charge interest on late payments at the statutory rate as soon as a payment is overdue, without prejudice to our right to claim higher, actual damages.
- 3.3 The buyer may withhold payments or set off against counterclaims only if such counterclaims are undisputed or have been established by a final and binding court judgment and are based on the same contractual relationship.



- 3.4 All of our claims become due immediately in the event of the buyer's default or suspension of payments. In all such cases, we are also entitled to make any outstanding deliveries only upon receipt of advance payment or the provision of security and, if such advance payment or security is not provided within two weeks, to withdraw from the contract without setting a new deadline. Any further claims remain unaffected.

4 Delivery

- 4.1 Unless otherwise expressly agreed in writing, we deliver ex works from the Rettenmaier Group company applying these terms and conditions.
- 4.2 Delivery deadlines are considered agreed upon only after express written confirmation. Delivery deadlines begin on the date of our order confirmation, but not before all details of the order have been clearly clarified and any necessary certificates have been provided. They are deemed to have been met upon timely notification that the goods are ready for shipment, if the goods cannot be shipped on time through no fault of ours.
- 4.3 For deadlines and dates that are not expressly designated as fixed in the order confirmation, the buyer must set us a reasonable grace period for delivery or performance two weeks after their expiration. We shall not be in default until this grace period has expired.
- 4.4 Notwithstanding our rights arising from the buyer's default, deadlines and dates shall be extended by the period during which the buyer fails to fulfill its obligations to us. In the event of a breach of obligation on our part, we shall be liable for damages only in accordance with Section 8 of these Terms and Conditions.
- 4.5 We are entitled to make partial deliveries and provide partial services if the buyer may reasonably be expected to accept such actions.
- 4.6 The buyer is entitled to rescind the contract after setting two unsuccessful grace periods, unless the impediment is only of a temporary nature and the buyer may reasonably be expected to accept postponing the performance date.
- 4.7 Delays in delivery caused by force majeure or by events that significantly impede or render delivery impossible—including, but not limited to, operational disruptions, strikes, government orders, natural disasters, or global shortages of raw materials—shall release us from the obligation to meet agreed-upon delivery deadlines. We shall notify the buyer immediately upon the occurrence of such impediments. If a delayed delivery cannot be made even within the newly announced delivery period due to the unavailability of the goods, we are entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already provided by the buyer (in the form of payment of the purchase price).
- 4.8 The buyer may request a change to the delivery date, and we will not refuse such a request without good cause. In such a case, the buyer agrees to reimburse us, upon request, for all reasonable costs already incurred. Any change to the delivery date must be made in writing no later than two business days before the scheduled delivery date.

5 Shipping, Transfer of Risk, Packaging

- 5.1 In the absence of any contractual agreement, we may determine the method of shipment (packaging, shipping route, carrier) at our discretion.



- 5.2 Unless otherwise expressly agreed in writing, shipping and transport are at the buyer's risk; that is, the risk passes to the buyer as soon as the shipment has been handed over to the carrier.
- 5.3 If shipment of the delivery is delayed for reasons attributable to the buyer, the risk of accidental deterioration and accidental loss shall pass to the buyer upon notification that the goods are ready for shipment. Any expenses incurred by us, such as, but not limited to, storage costs arising after the transfer of risk, shall be borne by the buyer. Further claims remain unaffected.
- 5.4 The packaging is specified in the order confirmation. Packaging provided on loan must be returned freight prepaid to the address of the manufacturing plant within 4 weeks; otherwise, the buyer will be charged for it.
- 5.5 We accept returns of packaging in accordance with our obligations under the Packaging Act. The buyer may return packaging to our facility during regular business hours after providing timely prior notice, unless another collection point has been designated for them. Packaging may also be returned upon delivery, unless the buyer has been designated a different collection point. Packaging will only be accepted immediately after delivery of the goods; for subsequent deliveries, only upon timely prior notification and provision. The buyer bears the costs of transporting the used packaging. If a designated collection point is located farther away than our facility, the buyer shall bear only the transportation costs that would be incurred for a distance up to our facility. The returned packaging must be clean, free of foreign materials, and sorted by type of packaging. Otherwise, we are entitled to demand that the buyer cover the additional costs incurred during disposal.

6 Retention of Title

- 6.1 All delivered goods remain our property (goods subject to retention of title) until all claims arising from the business relationship underlying the delivery, regardless of their legal basis, have been satisfied.
- 6.2 The buyer is obligated to store the goods subject to retention of title with due care and to insure them against loss and damage at his own expense to the extent reasonably expected of a merchant. The buyer hereby assigns to us in advance any claims arising from such insurance policies. Upon request, the buyer must provide all necessary information regarding the inventory of the goods subject to retention of title.
- 6.3 If the buyer processes, combines, or mixes the goods subject to retention of title with other items, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title relative to the other items used.
- 6.4 The authorization to dispose of the goods subject to retention of title in the ordinary course of business shall expire if the buyer defaults on his obligations, becomes insolvent, if a judicial composition, bankruptcy, or similar proceeding is filed against or commenced against the buyer, or if and to the extent that a prohibition on assignment of the purchase price claim has been agreed upon between the buyer and his customers.
- 6.5 If the buyer resells the delivered goods or the processed goods subject to retention of title in accordance with their intended purpose, the buyer hereby assigns to us, as of now, the claims against his customers arising from such resale, together with all ancillary rights, until all of his claims have been fully settled. The buyer is only entitled and authorized to resell the goods if it is ensured that the claims to which he is entitled from such resale are transferred to us.



- 6.6 Until full payment of the secured claims has been made, the goods subject to retention of title may not be pledged to third parties or transferred as security. The buyer must immediately notify us in writing in the event that a petition for the opening of insolvency proceedings is filed or in the event of third-party seizures (e.g., attachments) of the goods belonging to us. To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the buyer shall be liable for the loss incurred by us.
- 6.7 The buyer is authorized to collect the claims assigned to us until we revoke this authorization. We are entitled to revoke this authorization if the buyer fails to properly fulfill his payment obligations arising from the business relationship with us. If the conditions for exercising the right of revocation are met, the buyer must, upon our request, immediately provide us with the necessary information regarding the assigned claims, hand over the relevant documents to us, and notify the debtor of the assignment. We are also entitled to notify the debtor of the assignment ourselves.
- 6.8 If the total value of the security interests we hold exceeds the secured claims by more than fifty (50) percent, we are obligated, at the buyer's request, to release security interests of our choice to that extent.
- 6.9 The buyer must notify us immediately of any enforcement measures or other interventions by third parties.
- 6.10 If the law of the country to which the goods subject to retention of title are delivered does not permit retention of title or extended retention of title, we may require the buyer to provide other equivalent security (such as, but not limited to, guarantees). The buyer is obligated to cooperate in all measures that are reasonable and legally permissible to secure the claims, and to notify us immediately if third parties assert claims that jeopardize the validity of the security interests granted to us.

7 Warranty

- 7.1 If the goods are visibly in poor condition, the buyer must note this on the delivery slip.
- 7.2 The buyer must inspect the product immediately upon receipt, particularly before processing it. The buyer's claims for defects shall only apply if the buyer has fulfilled his obligations to inspect and notify us. Apparent defects must be reported to us in writing within one week of receipt of the product or – if the defect becomes apparent only later – within one week of discovery, with immediate cessation of any further processing or treatment. If this is not done, the product shall be deemed accepted.
- 7.3 The buyer must grant us the necessary time and opportunity to carry out the remedial performance. In particular, the buyer must, upon request, hand over to us the item for which a defect has been claimed for inspection purposes. In the event of a justified and timely notice of defects, we shall remedy the defects by way of subsequent performance; in doing so, we shall bear only the costs necessary for the purpose of subsequent performance. In this case, the buyer must return the defective item to us.
- 7.4 The buyer may demand rescission of the contract or a reduction in the purchase price in accordance with statutory provisions, but only after the unsuccessful expiration of two reasonable deadlines for subsequent performance set by the buyer, unless setting such deadlines is not required under applicable law. In the event of withdrawal, the buyer shall be liable for deterioration, loss, and lost use in cases of intent and any negligence.



- 7.5 The quality of the goods shall be determined solely by the descriptions, specifications, and data sheets provided. Public statements, promotional claims, or advertisements do not constitute a description of the quality of the goods.
- 7.6 In the event of fraudulent concealment of a defect or in the event that we provide a warranty of quality (a declaration on our part that the purchased item possesses a specific characteristic at the time of transfer of risk and that we are liable, regardless of fault, for all consequences of its absence), the buyer's rights shall be governed exclusively by the statutory provisions, subject to the limitation set forth in Section 8.1. A warranty is provided exclusively in writing and is identified as such. The statement contains the terms of the warranty and the essential information necessary to claim the warranty, in particular the duration and geographical scope of the warranty coverage.
- 7.7 The statutory provisions apply to purchases of consumer goods.

8 Liability

- 8.1 In the event of a breach of contractual obligations, defective delivery, or tort, we shall be liable for damages and reimbursement of expenses – subject to further contractual or statutory liability requirements – only in cases of intent, gross negligence, or slightly negligent breach of a material contractual obligation. However, in the event of a slightly negligent breach of a material contractual obligation – subject to statutory limitations on liability (e.g., due care in one's own affairs; insignificant breach of duty) – our liability is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- 8.2 Liability for products manufactured and marketed by the buyer is expressly excluded.
- 8.3 In cases of proven damages resulting from delays, we shall be liable for slight negligence only up to 5% of the purchase price agreed with us for the individual delivery.
- 8.4 The disclaimers and limitations of liability set forth in Section 8.1 do not apply in the event of fraudulent concealment of a defect, in the event of injury to life, limb, or health, or in the event of mandatory liability under the Product Liability Act.

9 Limitation Period

- 9.1 The statute of limitations for claims arising from material defects or defects of title is 12 months from the date of delivery in accordance with the agreed delivery terms.
- 9.2 Any other contractual or non-contractual claims for damages by the buyer shall be barred by the statute of limitations no later than 12 months after delivery in accordance with the agreed delivery terms; in the case of tortious liability, the statute of limitations shall begin to run upon knowledge or grossly negligent ignorance of the circumstances giving rise to the claim and the identity of the party liable for damages.
- 9.3 This does not apply to the buyer's claims for damages arising from bodily injury or harm to health caused by a defect for which we are responsible, or based on our intentional or grossly negligent conduct. Such claims are subject to the statute of limitations in accordance with statutory provisions.



- 9.4 If the buyer acts as an intermediary for the goods delivered to him and the end user of the goods is a consumer, the statute of limitations for any recourse claim the buyer may have against us shall be governed by the statutory provisions.

10 Confidentiality

- 10.1 Unless otherwise expressly agreed in writing, any information provided to us in connection with orders shall not be considered confidential, unless such confidentiality is self-evident.
- 10.2 Please note that we store personal data related to our business relationship with the buyer and may also transfer this data to companies affiliated with us within the corporate group.

11 Termination of Contract in the Event of Insolvency

- 11.1 If insolvency proceedings are initiated against the buyer's assets, if a petition for the initiation of insolvency proceedings is filed, or if an insolvency petition is dismissed due to the buyer's lack of assets sufficient to cover costs, this entitles us to immediately withdraw from the contract.

12 Miscellaneous

- 12.1 The buyer may not assign his contractual rights, in whole or in part, to third parties without our written consent.
- 12.2 The place of jurisdiction is the registered office of the JRS Group company applying these terms and conditions. However, we are also entitled to bring an action against the buyer at the buyer's registered office.
- 12.3 All claims and their interpretation shall be governed by the law of the JRS Group company applying these terms and conditions, excluding the United Nations Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules of private international law.
- 12.4 Standard commercial terms shall be interpreted in accordance with the applicable Incoterms®.
- 12.5 If any provision of these Terms and Conditions of Sale is or becomes invalid in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties are obligated to replace the invalid provision with a provision that comes as close as possible to its economic purpose.
- 12.6 Written statements may also be submitted via telecommunication, i.e., in written or text form (e.g., letter, email, PDF).