

## **General Terms and Conditions (GTC) of AF Food Technology GmbH & Co. KG**

### **§ 1 Scope**

(1) These General Terms and Conditions (hereinafter referred to as "GTC") apply to all offers, contracts, sales, and deliveries of AF Food Technology GmbH & Co. KG (hereinafter referred to as "AF Food Technology") concerning machines, accessories, spare parts, molds, conversion parts, and ancillary services such as assembly, maintenance, and service.

(2) These GTC also apply to all future business relationships between AF Food Technology and the customer without requiring explicit renewed agreement.

(3) Conflicting or deviating purchasing conditions of the customer shall not be recognized unless AF Food Technology expressly agrees to their validity in writing.

(4) Individual agreements with the customer shall take precedence over these GTC, provided they are recorded in writing.

### **§ 2 Conclusion of Contract**

(1) All offers from AF Food Technology are non-binding and subject to change unless expressly stated as binding.

(2) A contract is only concluded upon written order confirmation by AF Food Technology or upon delivery of the goods.

(3) Side agreements, modifications, or additions to the contract must be made in writing.

(4) AF Food Technology reserves the right to reject orders without stating reasons.

### **§ 3 Scope of Services and Technical Changes**

(1) The scope of deliveries and services is determined by the written order confirmation or the contract.

(2) Technical and design modifications due to technological advancements or product improvements are reserved, provided they are reasonable for the customer.

(3) For custom-made products based on customer specifications, the customer is responsible for providing complete and correct specifications.

### **§ 4 Delivery Conditions and Transfer of Risk**

(1) Deliveries are made "ex works" (EXW) according to Incoterms 2020 unless otherwise agreed in writing.

(2) The risk of accidental loss or deterioration passes to the customer upon handover to the first carrier.

(3) Stated delivery times are non-binding unless expressly confirmed in writing as binding.

(4) Force majeure, pandemics, government actions, or other unforeseeable circumstances release AF Food Technology from its obligation to perform for the duration of the hindrance.

### **§ 5 Prices and Payment Terms**

(1) All prices are quoted in euros plus the applicable statutory value-added tax.

(2) Unless otherwise agreed or stated in the order confirmation, full prepayment of 100% applies.

(3) In the event of payment default, AF Food Technology is entitled to charge default interest of 9 percentage points above the applicable base interest rate.

(4) Offsetting against counterclaims is only permitted if they are undisputed or legally established.

## **§ 6 Retention of Title**

(1) Delivered goods remain the property of AF Food Technology until full payment has been received.

(2) The customer may not pledge or transfer ownership of goods subject to retention of title as security.

(3) Resale is only permitted with the prior written consent of AF Food Technology.

## **§ 7 Warranty and Liability**

(1) The warranty period is 12 months from delivery.

(2) The customer must report obvious defects in writing within 7 days of receipt of the goods; otherwise, the goods shall be deemed accepted.

(3) In the event of justified defect complaints, AF Food Technology has the right to rectification or replacement delivery. If these measures fail, the customer may demand a reasonable reduction or withdraw from the contract.

(4) Claims for damages by the customer, particularly for lost profits or indirect damages, are excluded unless based on intent or gross negligence.

## **§ 8 Final Provisions**

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

(2) The place of performance and jurisdiction for all disputes arising from or in connection with this contract is the registered office of AF Food Technology, provided the customer is a merchant.

(3) Should individual provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In such a case, the parties shall agree on a legally valid provision that comes closest to the economic purpose of the invalid provision.