

I. General

1. In the absence of a separate contractual agreement in text form, all our deliveries and services (including future deliveries and services) shall be provided exclusively on the basis of the following terms and conditions. Any terms and conditions of the customer that conflict with or deviate from our contractual terms and conditions are hereby expressly rejected unless they have been expressly agreed to in writing. In particular, these shall not become part of the contract even if we do not expressly object to them again after receipt by us. This applies in particular to all types of follow-up contracts.
2. These terms and conditions shall also apply to future business in the case of continuous business relations without direct reference, provided that the customer was made aware of them in an earlier order confirmed by us. Our general terms and conditions shall be deemed to have been accepted by the customer at the latest upon receipt of the load carriers delivered by us to the customer.
3. All offers are subject to confirmation unless they are expressly designated as binding.
4. Orders shall only become binding upon our order confirmation.
5. Verbal declarations by our employees, vicarious agents or other representatives shall only become part of the contract upon written confirmation. The cancellation of this text form can also only be made by mutual agreement in text form. Our employees are not authorized to make verbal ancillary agreements or to make verbal promises that go beyond the content of the textual contract.
6. Insofar as individual provisions are or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to agree on a provision that comes as close as possible to what was intended.

II. Delivery time

1. The observance of bindingly agreed delivery periods by us presupposes, subject to correct and timely self-delivery, that all commercial and technical questions relevant to the execution of the order have been clarified between the contracting parties, and in particular that the customer has fulfilled all his obligations to cooperate, such as the provision of necessary official notifications and approvals, timely notification and accessibility by transport of the place of delivery or collection, provision of material, personnel or other resources, or payment of a deposit, in good time.
2. In the event of a change to the contract after the order confirmation has been sent, only the date stated in the new order confirmation shall apply.
3. A delivery deadline shall be deemed to have been met upon notification of readiness for delivery if delivery is delayed or proves impossible through no fault of ours.
4. If an agreed delivery period is exceeded due to our own fault, neither intentionally nor through gross negligence, and if the customer suffers damage as a result, the customer shall be entitled, after the expiry of a reasonable grace period and to the exclusion of further claims, to demand a lump-sum compensation for delay. This shall amount to 0.5% per week of the net value of that part of the delivery which cannot be used on time or in accordance with the contract due to the delays, but not more than 5%.
5. Withdrawal by the customer is excluded insofar as the customer itself is in default of acceptance.
6. Non-compliance with the delivery time due to force majeure, industrial disputes or other circumstances beyond our control shall result in a reasonable extension of the delivery time. Irrespective of this, in this case we are entitled to withdraw in whole or in part with regard to the part of the contract not yet fulfilled, even if the aforementioned circumstances occur during the delay or at a subcontractor or vicarious agent.
7. An agreed delivery period shall also be extended by the duration of the customer's default with its contractual obligations towards us.

III. Shipping, freight

1. If the goods are shipped at the customer's request, the risk shall pass to the customer upon loading. If goods are returned, the risk shall not pass to us until the goods arrive at their destination.
2. If the dispatched goods ready for shipment is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon dispatch of the notification of readiness for shipment in text form to the customer.
3. If the customer does not accept the delivery immediately after notification of dispatch or if shipment is postponed at the customer's request, we shall be entitled to store the goods at the customer's expense.
4. In the event of default of acceptance on the part of the customer, we reserve the right, in addition to the rights arising from § 326 BGB, to withdraw from the contract, even partially, or to claim compensation.
5. At the written request of the customer, the goods shall be insured at the customer's expense against risks to be specified by the customer.

IV. Rental of reusable transport packaging

1. We are entitled to charge the agreed rental price until the complete return of the empties or the acquisition of ownership of the empties until payment of the sales invoice as compensation for use even after the end of the rental period. The basis for the rental calculation is the customer account managed by us.
2. If the customer does not object to the notification of the customer accounts maintained by us within 10 days, the customer shall recognize the empty goods balance notified by us as bindingly accepted.
3. The customer shall insure the reusable transport packaging owned by vPOOL against the usual risks, such as fire, theft and water, to the customary extent. The customer hereby assigns to vPOOL its claims for compensation to which it is entitled from damages of the aforementioned kind against insurance companies or other parties liable to pay compensation, in the amount of the invoice value of the goods. vPOOL accepts the assignment.

V. Sale of reusable transport packaging

1. The deliveries remain our property until full payment has been made. In the case of a current account, the reserved ownership of the deliveries shall be deemed security for our balance invoice.
2. Any treatment or processing by the customer shall be carried out on our behalf to the exclusion of the acquisition of ownership in accordance with § 950 BGB. In this respect, we shall acquire co-ownership on a pro rata basis. The customer is obliged to carefully store and secure the reserved goods for us.
3. The customer is authorized to resell the goods subject to retention of title in the normal course of business provided that he also agrees a corresponding retention of title with his customers. The customer is not entitled to dispose of the reserved goods in any other way, in particular by pledging or assigning them as security.
4. In the event of resale, the customer shall assign to us all claims against its customers, including all ancillary rights, until all claims have been satisfied, as well as the claims arising from the resale.
5. At our request, the customer is obliged to provide us with comprehensive information about our rights vis-à-vis its customers without delay, handing over the relevant documents.
6. If the value of the securities existing for us exceeds our total claims by more than 10 %, we shall be obliged to release securities to this extent at the customer's request.

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7. We must be notified immediately of any seizure or confiscation of the reserved goods by third parties. The costs arising from this shall in any case be borne by the customer, insofar as they are not borne by third parties.
8. If we make use of our retention of title by taking back goods subject to retention of title, we shall be entitled to sell the goods on the open market or have them auctioned. The goods shall be taken back at the proceeds obtained, but at most at the agreed delivery prices. We reserve the right to assert further claims for damages, in particular for loss of profit.

VI. Liability for material defects

1. Information about the properties of goods and references to technical standards in catalogues, brochures, advertisements, illustrations and price lists are for descriptive purposes only and shall not constitute a warranty or guarantee of quality unless expressly referred to in the order confirmation or in the contract. Colour deviations do not constitute a defect under any circumstances. No warranty can be given for the hygienic harmlessness and faultlessness of the products.
2. In the event of advice to the customer outside existing contractual obligations, we shall only be liable with regard to the functionality and suitability of the subject matter of the contract in the event of express prior assurance.
3. Notifications of defects must be made in writing without delay.
4. In the case of hidden defects, the discovery of which was not possible even if the customer had dutifully exercised his duties in accordance with § 377 of the German Commercial Code (HGB), the complaint must be made immediately after discovery.
5. All claims for defects shall become time-barred 12 months after the passing of risk, unless §§ 438 para. 1 no. 2, 479 para. 1 and § 634 a para. 1 no. 2 BGB (German Civil Code) prescribe longer periods.
6. In the event of justified notices of defects, the customer is entitled to demand subsequent performance, to reduce the price or to withdraw from the contract. The customer shall not have a claim to subsequent performance if this is associated with disproportionate costs. Further claims, in particular claims for expenses, compensation or damages due to defects or consequential damage caused by defects shall only exist in accordance with the provisions of section IX. With regard to manufacturing-related defects, we are entitled to refer the customer to the supplier. We shall assign any warranty claims in this respect to the customer.
7. Improper attempts at rectification by the customer or third parties commissioned by the customer as well as improper use, wear and tear or unsuitable storage shall result in the loss of the claims for defects.
8. Claims under a right of recourse pursuant to §§ 478, 479 of the German Civil Code (BGB) shall only exist in the event of a justified claim by the consumer, to the extent provided for by law, but not with regard to goodwill provisions, and shall presuppose that the party entitled to recourse complies with its own obligations, in particular that it complies with its obligations to give notice of defects.

VII. Liability

1. In all cases in which we are obliged to compensate for damages or expenses in deviation from the foregoing conditions on the basis of contractual or statutory bases for claims, we shall be liable insofar as we, our executive employees or our vicarious agents are guilty of intent or gross negligence or injury to life, limb or health.
2. The strict liability according to the Product Liability Act as well as the liability for the culpable violation of essential contractual obligations shall remain unaffected, whereby the liability shall be limited to the foreseeable, contract-typical damage except in the cases of paragraph IX.1. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

VIII. prices

1. The prices apply plus the respective statutory value added tax on the day of delivery in euros.
2. If decisive cost factors change significantly by at least 5 % within four weeks after submission of the offer or after order confirmation, we shall be entitled to make an appropriate adjustment to the agreed price.
3. In the case of follow-up orders, there shall be no binding effect on previous price agreements.

IX. Terms of payment

1. Payments are to be made within 21 days of the invoice date without any deductions.
2. Cheques and bills of exchange are only accepted on account of performance. Costs associated with this shall be borne by the customer.
3. The customer shall only have rights of set-off and retention insofar as the claim is undisputed or has been legally established.
4. If the agreed payment date is exceeded, interest shall be charged at a rate of 8 % above the respective base interest rate of the Bundeszentralbank, unless we prove a higher or the customer proves a lower interest loss.
5. Sustained non-compliance with payment terms or the disclosure of circumstances that give rise to serious doubts about the creditworthiness of the customer shall result in the immediate maturity of our claims. Furthermore, we are entitled to make outstanding deliveries and services dependent on the provision of advance payments or the provision of corresponding securities, or to withdraw from the contract after the expiry of an appropriate period.

X. Ordinary and extraordinary termination

1. Ordinary termination is governed by the provisions of the individual contract.
2. In the period between termination and expiry of the contract, both parties shall maintain the delivery and collection quantities as well as the agreed delivery periods at the average level of the financial year in order to ensure planning and supply security for the other party.
3. Each party is entitled to immediate extraordinary termination if, inter alia:
 - the other party breaches an obligation owed under the contract, e.g. a payment obligation, or does not fulfil it despite the due date and (i) a deadline set for remedial action has expired or (ii) the other party has been warned unsuccessfully or (iii) due to the particularities of the individual case such a warning is dispensable and/or
 - a significant deterioration in the financial circumstances of the other party or in the value of the collateral provided by it has occurred or threatens to occur and the fulfilment of contractual claims of the terminating party is thereby endangered.

XI. Place of performance, law, place of jurisdiction

1. In the absence of any express agreement to the contrary, the place of performance for all services and payments shall be our registered office in Rothenburg ob der Tauber.
2. German law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) is excluded.
3. The place of jurisdiction is our registered office in Rothenburg ob der Tauber.

Status: November 2025

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