

General Terms and Conditions

KAPSTO online shop (as of 01/05/2025)

1. Scope of application / provider

(1) These General Terms and Conditions apply exclusively to online sales via the B2B online shop of the "KAPSTO" division of Pöppelmann GmbH & Co. KG. The General Terms and Conditions of Delivery and Sale of Pöppelmann GmbH & Co KG Kunststoffwerk-Werkzeugbau, available at www.poeppelmann.com, shall apply exclusively to contracts concluded by other means (offline), in particular by e-mail, telephone, post, fax or other personal means. For contracts concluded via other online shops of the companies of the Pöppelmann Group, the separately agreed terms and conditions of the respective online shops shall apply.

(2) These terms and conditions apply exclusively to the respective contracts concluded via the online shop of the "KAPSTO" business unit. Conflicting, supplementary and/or deviating terms and conditions shall not be recognised unless we have expressly agreed to them. This shall apply even if we deliver the goods without reservation in the knowledge of conflicting terms and conditions of purchase.

(3) We reserve the right to amend these General Terms and Conditions at any time, in particular due to changes or compliance with legal requirements. Without exception, changes shall only apply to new orders placed after our announcement of the change. As changes are possible since the last visit to the online shop, the customer must check the terms and conditions published on the KAPSTO online shop website before placing an order.

(4) The product range of the KAPSTO online shop is aimed exclusively at customers who are entrepreneurs. "Entrepreneurs" within the meaning of these GTC are natural or legal persons (including public institutions) or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the contract (Section 14 (1) BGB). Contracts with consumers within the meaning of § 13 BGB are not concluded.

(5) In addition to checking your entrepreneurial status as part of the registration process (opening a user account) and during the ordering process, we are entitled, but not obliged, to request proof of your entrepreneurial status from the customer by presenting suitable and up-to-date documents, in particular an extract from the commercial register and business registration.

(6) The online shop is used exclusively for individual orders and for individual deliveries. Series delivery is not possible via online ordering and must be requested separately and individually via the usual communication channels if required.

2. Registration in the online shop

(1) The customer must register to use our KAPSTO online shop. This requires the designation of a natural person with unlimited legal capacity who is authorised by the customer to register and use the KAPSTO online shop. Registration is free of charge. There is no entitlement to admission to our online shop. The data required for the registration, in particular regarding the entrepreneurial status, must be provided completely and truthfully.

(2) The customer is responsible for the secure storage and use of his access data and passwords and must take appropriate technical and contractual measures in this regard in his business area.

(3) Apart from the declaration of agreement with the validity of these General Terms and Conditions, registration does not involve any purchase obligation for the customer.

(4) 24/7 access to the online shop is not owed.

3. Conclusion of contract / prices / invoice

(1) The range of goods presented in the KAPSTO online shop is subject to change and merely represents a non-binding invitation to the customer to order goods. We reserve the right to make changes to the product range, prices and costs.

(2) Items can be selected from the range of goods on offer and reserved in a shopping basket without obligation. Corrections can be made in the shopping basket with regard to the quantity by entering a different number and with regard to the selection of the product by deleting the article and, if necessary, selecting the product again together with the desired quantity. Before sending the order, the customer is given the opportunity to check all details again and, if necessary, to change them with the help of the correction aids provided for this

purpose in the ordering process. The order process can be cancelled at any time by closing the browser window.

(3) By completing the order by clicking on the "Order with obligation to pay" field, the customer submits a binding offer to conclude a contract for the products in the shopping basket. Confirmation of receipt of the order is sent by e-mail immediately after the order has been sent and contains the relevant order details and the General Terms and Conditions. The order confirmation does not constitute acceptance of the customer's offer. A contract is only concluded when we accept the customer's offer. An order confirmation by e-mail shall be deemed a declaration of acceptance.

(4) The contract language is German. If other languages are used, in particular for the General Terms and Conditions, the German version shall be binding.

(5) We are entitled to limit the respective order quantity. This refers both to the number of products ordered as part of one order and to the placing of multiple orders for the same product.

(6) The purchase price is the price quoted by us or, if not specified in detail, the price set out in our current price lists as valid at the time of the order. Unless otherwise agreed, the goods prices stated in our KAPSTO online shop apply to delivery ex works (EXW Incoterms 2020), in particular excluding service and shipping costs, packaging and insurance. All prices are net prices. Value added tax is added at the statutory rate. The deduction of discounts is only permitted if expressly stated in the respective offer or invoice.

(7) Service, shipping and packaging costs shall be borne by the customer. Further details on the respective costs can be found under a correspondingly labelled button in the online shop or in the respective order process. If the goods are shipped abroad, taxes, customs duties and other customs clearance costs may be incurred, which must also be borne by the customer.

(8) VAT shall only not be charged in cases where the legal requirements for tax exemption are met. If these conditions are not met, in particular if the utilisation of the tax exemption is based on incorrect information provided by the customer and we were unable to recognise the incorrectness of this information even when exercising the due care of a prudent businessman, the customer shall be liable for the lost tax.

(9) In the event that the goods are shipped abroad, the customer is obliged, upon request, to send us a confirmation of arrival within the meaning of § 17b UStDV within one month of receipt of the delivery as proof of receipt of the delivery. If the customer does not fulfil this obligation, we shall be entitled to demand additional VAT from the customer on invoices issued within the framework of the statutory provisions.

(10) We are authorised to send the invoice to the customer by e-mail as an electronic invoice (invoice issued and received in an electronic format, e.g. as a PDF document). However, we may, at our own discretion, also send the invoice to the customer on paper, insofar as this is legally permissible.

(11) If the decisive cost factors, in particular material, energy or personnel, change by more than 5% after the order has been placed or after the order confirmation until delivery, each party shall be entitled to demand a price adjustment. This must be measured according to how the relevant cost factor has changed the price of the goods. This only applies if there is a period of 4 months between the conclusion of the contract and the agreed delivery date.

(12) We are not bound to previous prices for new orders.

4. Payment methods and terms / default

(1) We offer the following payment methods: Invoice and prepayment.

(2) In the case of purchase on account, the purchase price is to be paid within 30 working days of receipt of the invoice without deduction, unless otherwise agreed.

(3) In the case of payment in advance, our claim shall become due upon receipt of the order confirmation by the customer. The customer must pay the invoice amount to the account specified by us within 5 working days of receipt of the order confirmation. If we are unable to establish receipt of payment within 10 days, we are entitled to withdraw from the contract. We will inform the customer of this by cancelling the order by e-mail.

(4) In the event of default in payment, we shall be entitled to demand default interest in the amount of 9% p.a. above the base interest rate. There is also an entitlement to payment of a lump sum of 40 euros. We reserve the right to claim further damages.

(5) Sustained non-compliance with payment terms or circumstances which give rise to serious doubts about the customer's creditworthiness shall entitle us to demand immediate payment of all claims. Furthermore, in this case we shall be entitled to demand advance payments or other appropriate securities for outstanding deliveries and to withdraw from the contract after a reasonable period has expired without success.

5. Offsetting/right of retention

(1) The customer may only offset claims that are legally established, undisputed or recognised by us. Furthermore, he is only authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

(2) If the customer is in default of payment, we may assert a right of retention against all future orders and orders for goods that have already been confirmed but not yet delivered.

6. Delivery, transport risk, delivery dates, deadlines

(1) In our KAPSTO online shop, the respective additional costs to be paid in addition to the price of the goods are indicated under a correspondingly labelled button.

(2) Shipping is only possible within the following countries: Germany, Great Britain, Ireland, Belgium, Luxembourg, Netherlands, Denmark, Austria, Switzerland, Poland, Italy and France, Spain, Portugal, Czech Republic, Hungary, Slovakia, Slovenia, Sweden, Finland, Lithuania, Latvia, Estonia, Romania, Bulgaria, Greece and Cyprus (delivery area). Orders with delivery requests to countries other than those specified here are only possible outside the online shop. In addition to the usual communication media, the online shop's contact form can also be used for an order enquiry.

(3) Unless otherwise agreed, the goods shall be delivered FCA, our works (Incoterms 2020), with the special feature that we shall additionally conclude the contract of carriage with a carrier named at our discretion in our order confirmation at the Buyer's expense and hand over the goods to the latter for delivery. Transport is carried out by the transport company commissioned by us. Delivery shall be made to the delivery address specified by the customer in the order. The transport costs incurred in each case are stated in the order process.

(4) Dispatch and transport shall be at the customer's risk. In this case, the risk shall pass to the customer as soon as the consignment has been handed over to the carrier or has left our warehouse for dispatch, even in the case of partial deliveries.

(5) Unless we are legally or contractually obliged to do so, the customer shall be responsible for compliance with statutory and official regulations on export, import, transport, storage and use of the goods. Customs duties and other taxes, levies, fees and associated costs imposed by regulations outside the Federal Republic of Germany shall be borne by the customer.

(6) Unless otherwise agreed, the delivery period within the delivery area shall be 3-5 days for transport by the carrier designated by us.

(7) The delivery deadline shall be deemed to have been met if the goods have been handed over to the transport company by the expiry of the deadline.

(8) The commencement of and compliance with our delivery and/or performance deadlines or dates shall be subject to the complete and proper fulfilment of all cooperation services

to be provided by the customer. If such co-operation services are not provided on time, the deadlines or dates shall be extended by a reasonable period of time, unless we are responsible for the delay. If an agreed delivery deadline is not met due to our fault, the customer shall in any case be obliged to set a reasonable grace period.

(9) If the customer orders several items from us as part of one order, for which different delivery times apply, we will dispatch the goods in a joint consignment, unless we have agreed otherwise. In this case, the delivery time that applies to the item with the longest delivery time applies to the consignment as a whole.

(10) We are entitled to make partial deliveries insofar as this is reasonable for the customer, taking into account the interests of both parties.

7 Force majeure / self-delivery

(1) In the event of non-delivery or untimely delivery or performance by our suppliers for which we are not responsible despite proper and sufficient coverage prior to conclusion of the contract with the customer in accordance with the quantity and quality from our supply agreement with the customer (congruent coverage) or in the event of force majeure, we shall inform the customer in good time of the hindrance to delivery. In such a case, we shall be entitled to postpone the delivery for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part due to the unfulfilled part, reimbursing any consideration already paid for the unfulfilled part, provided that we have fulfilled our above obligation to provide information and have not assumed any procurement risk pursuant to Section 276 BGB or a delivery guarantee. Force majeure shall include in particular: strikes, lockouts, official interventions, official travel warnings, epidemics, pandemics, energy and raw material shortages, operational disruptions of all kinds through no fault of our own, e.g. due to fire, water, machine damage and transport delays through no fault of our own, as well as all other hindrances which, from an objective point of view, have not been culpably caused by us.

(2) This shall also apply accordingly if such events occur at our suppliers, subcontractors or vicarious agents.

(3) If it is objectively unreasonable to expect the customer to adhere to the contract as a result of the impediment to delivery due to the aforementioned events, the customer shall be entitled to withdraw from the contract after a reasonable grace period has expired due to the unfulfilled part of the contract. Further claims of the customer, in particular for damages, are excluded in this case

(4) We do not assume the risk of having to procure ordered goods (procurement risk). This also applies when ordering goods that are only described by their type and characteristics (generic goods). We are only obliged to deliver from our stock of goods and the goods ordered by us from our suppliers.

8. Export control

(1) The customer undertakes to comply with the provisions of the foreign trade law of the Federal Republic of Germany, in particular the Foreign Trade and Payments Act and the Foreign Trade and Payments Ordinance, and the export control legislation of the European Union, in particular Regulation (EC) No. 428/2009 (EC Dual-Use Regulation) and the personal and country-related embargo regulations.

(2) The customer shall provide us with appropriate information about the end use of the goods to be delivered. The customer further undertakes to issue us with proper end-use documents upon request for submission to the relevant competent authority and to send us the originals.

(3) We shall not be in default (§ 286 BGB) if we are prevented from timely delivery due to the implementation of an application and authorisation procedure under foreign trade law. The agreed delivery time shall be extended by the duration of the delay caused by these proceedings and any appeal proceedings.

(4) If necessary export or transfer licences or other foreign trade permits or approvals are not granted by the competent authorities or if other legal obstacles to the fulfilment of the contract or delivery arise due to the foreign trade and embargo regulations to be observed by us, we shall be entitled to withdraw from the contract or from the individual delivery obligation. In this case, the customer shall have no rights, in particular in the form of claims for damages. If there are other obstacles to the fulfilment of the contract or delivery due to the customs, foreign trade and embargo regulations to be observed by us as exporter or transferor or by its suppliers, we shall be entitled to withdraw from the contract or from the individual delivery obligation. Claims for damages by the customer for this reason are excluded.

(5) The customer shall be fully liable to us for damages and expenses incurred by us due to the customer's culpable non-compliance with European and/or relevant national export regulations or embargo regulations.

9. Retention of title

(1) We reserve title to the goods until full fulfilment of all payments by the customer under the delivery contract ("reserved goods"). However, if other liabilities arising from the business relationship with us have not yet been paid in full, we reserve the right of ownership until all liabilities have been paid in full.

(2) The customer is authorised to resell or process or combine the goods subject to retention of title in the ordinary course of business. The customer hereby assigns to us claims arising from the resale of the goods subject to retention of title in the amount of the final invoice amount agreed with us (including VAT), irrespective of whether the purchased item has been resold without or after processing. The customer remains authorised to collect the claim. Our authorisation to collect the claim ourselves remains unaffected by this. However, we will not collect the claim as long as the customer duly fulfils his payment obligations or an application for insolvency has been filed.

(3) Any treatment or processing of the goods subject to retention of title shall always be carried out on our behalf, but without any obligation on our part. If the goods are treated or processed, we shall acquire ownership of the new goods or, if goods from different suppliers are used, corresponding co-ownership of the new goods in the ratio of the invoice values (including VAT) of the goods used in the processing.

(4) If goods subject to retention of title are inseparably combined or mixed with other goods not owned by us, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used at the time of combination or mixing. If the mixing is such that the contractual partner's item is to be regarded as the main item, it shall be deemed agreed that the contractual partner shall transfer joint ownership to Pöppelmann in proportion to the value of the item provided.

(5) The customer shall store our property or co-property for us free of charge. At our request, the customer shall provide us at any time with all information necessary to pursue our ownership and/or co-ownership rights.

(6) The customer must insure the reserved goods in accordance with the respective replacement value, in particular against theft and fire, and take out natural hazard insurance covering in particular water and storm damage. Claims against the insurance company arising from a claim relating to the reserved goods are hereby assigned to us in the amount of the value of the reserved goods. We accept the assignment.

(7) The customer must inform us immediately in writing if our property is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us

for court and out-of-court costs incurred in a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.

(8) At the customer's request, we are obliged to release securities if and to the extent that the sum of the securities granted by the customer exceeds the total claim arising from the business relationship by 10%. We shall be responsible for selecting the collateral to be released.

10. Warranty

(1) The customer must inspect the delivered goods immediately after delivery, even in the case of prior delivery of samples, or in the case of dispatch by us after delivery of the goods. Notification of defects must be made immediately, at least in text form. In the case of hidden defects, the complaint must be made immediately after discovery. Obvious transport damage must be reported immediately to the respective carrier or delivery agent.

(2) If the goods are defective and the customer has duly reported the defect, the customer shall be entitled to the statutory warranty rights with the following conditions:

- we shall initially have the right, at our discretion, either to remedy the defect within a reasonable period of time or to deliver defect-free goods (subsequent fulfilment), whereby we shall be obliged within the framework of the statutory provisions to bear the expenses necessary for the purpose of subsequent fulfilment, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of fulfilment;

- we reserve the right to make two attempts at subsequent fulfilment. If the subsequent fulfilment fails twice and the customer cannot reasonably be expected to accept further attempts at subsequent fulfilment, the customer may either withdraw from the contract or demand a reduction in the purchase price;

- for claims for damages and compensation for wasted expenditure, the provisions of clause 11 shall apply.

(3) Claims for defects shall become time-barred one year after delivery. This limitation period shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of § 276 BGB, claims due to injury to life, limb or health, fraudulent, intentional or grossly negligent behaviour on our part or on the part of a legal representative or vicarious agent of ours. Furthermore, if a longer limitation period is stipulated by law for the warranty claims, in particular in the cases of § 438 Para. 1 No. 2 BGB (claims due to the defectiveness of a product if it has been used for a building in accordance with its normal use and has caused its defectiveness), § 634a Para. 1 No. 2 BGB (building

defects), §§ 478, 445a Para. 1, 445b Para. 1 BGB (recourse in the supply chain). § Section 305b BGB (precedence of the individual agreement) remains unaffected. A reversal of the burden of proof is not associated with the above provisions.

(4) Recourse claims against us in the event of statutory delivery recourse in the supply chain presuppose compliance with the obligation to give notice of defects and only exist to the statutory extent and only insofar as the customer's claim was justified and the customer has not made any agreements or goodwill arrangements with its customer that go beyond the statutory claims for defects.

(5) Material defects are in particular not:

Usage-related or other natural wear and tear; condition or damage arising after the transfer of risk as a result of improper handling, use, storage or installation, non-compliance with installation or handling instructions, excessive strain or use or lack of or incorrect maintenance or care; condition of the goods or damage arising due to force majeure, external influences not assumed under the contract or due to use of the goods outside the use assumed or customary under the contract. Differences in the colour and material characteristics of coloured plastics are due to the manufacturing process. They do not constitute a defect within the agreed or customary tolerances or otherwise in the case of insignificance.

(6) All information about our products, in particular information about quality, colour, dimensions, fit, equipment and weight, are only approximate values and do not constitute quality specifications or guarantees. Unless otherwise agreed in writing, the goods shall be manufactured using materials customary in the industry at our discretion in accordance with standard manufacturing processes.

(7) Our products may differ from the specifications and images in the online shop. We expressly reserve the right to make design changes and changes required by law, in particular minor changes and technically unavoidable changes in quality, colour, design or dimensions.

(8) The quality, suitability, qualification and function as well as the intended use of our goods shall be determined solely in accordance with our product specification and/or service description. Public statements, promotions or advertising by us or third parties do not constitute a description of the quality of the goods. References to technical or legal standards or catalogue information are for descriptive purposes only and do not constitute guarantees of quality or durability, warranted characteristics or quality agreements. Guarantees regarding the quality or durability of our goods must be labelled as such in the order confirmation; this also applies to deliveries of samples and specimens.

(9) We provide all details and information regarding our products and services carefully and to the best of our knowledge. The application, suitability and processing of the purchased products for the specific purpose intended by the customer are the sole responsibility of the customer.

(10) All goods of the "KAPSTO" business unit are not designed or suitable for use in or on aircraft and spacecraft or for remaining in the operation of such vehicles - including individual parts installed in or on such vehicles. The aforementioned also applies to use in or on motor vehicles or other vehicles or for remaining in the operation of such vehicles or in or on individual parts installed therein. Nor are these products intended, designed or suitable for medical, pharmaceutical or food applications or for use in a nuclear environment. Such suitability or properties are not contractually owed unless the customer has expressly informed the supplier of this intended use and the supplier has expressly warranted such a possible use in the contract. The customer's instructions and the supplier's confirmation must be made in writing.

(11) All details and information provided by the supplier regarding suitability and application do not release the customer from carrying out his own inspections and tests for his respective individual purposes.

(12) Recycling raw materials are carefully selected by us. Regenerated plastics may nevertheless be subject to major variations in surface quality, colour, purity, odour and physical or chemical properties from batch to batch; this does not entitle the customer to give us notice of defects. However, we will assign any claims against upstream suppliers to the customer on request; we do not assume any guarantee for the existence of these claims.

The supplier uses colours of medium type and quality for the colouring of goods and for printing. For outdoor use and weathering, it must be adequately taken into account that air pollution and other climatic and weather influences (especially UV radiation) can affect the surface and colours of the goods and imprints and change them (state of the art). The goods are in conformity with the contract with regard to light fastness, colour fastness (especially in the case of white), light resistance and temperature-dependent fluctuations in dimensions if they correspond to the state of the art within certain tolerances.

(11) Free sample parts are only for the customer's inspection, information and initial testing purposes. These sample parts are expressly not suitable, intended or authorised by us for the resale or use of such free sample parts within the scope of the customer's own series production.

11. Liability

(1) We shall be liable for damages and compensation for futile expenses (hereinafter referred to as "damages") due to breach of contractual or non-contractual obligations

- in the event of malice, intent or gross negligence;
- for the breach of essential contractual obligations, whereby in the case of simple negligence and provided that there is no case of the following indents, only to the foreseeable, contract-typical damage. Material contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely;

Exclusions or limitations of liability do not apply

- in the event of injury to life, limb or health;
- insofar as we have assumed the guarantee for the quality or durability of our goods or the existence of a performance result or quality risk within the meaning of § 276 BGB;
- due to the mandatory liability of the Product Liability Act;
- due to other mandatory statutory liability.

(2) Insofar as liability towards us is excluded or limited, this shall also apply to the same extent with regard to the liability of our executive bodies, executive and non-executive employees and other vicarious agents, our subcontractors and suppliers and representatives and other third parties whose services we use to fulfil the contract.

(3) A change in the burden of proof to the detriment of the customer is not associated with the above liability provisions.

12. Property rights and rights of use

(1) The customer shall be responsible for claims based on an infringement of industrial property rights and applications for industrial property rights published in the countries of use intended by the customer. Excluded from this are such claims that arise from the contractual use of the delivery items from the infringement of property rights and property right applications (property rights), of which at least one from the property right family has been published either by the European Patent Office or in one of the following countries, the Federal Republic of Germany, France, Great Britain or the USA. Insofar as we are responsible for the infringement of property rights in these exceptional cases, we shall indemnify the customer against all third-party claims arising from the use of such property rights within the framework and scope of the statutory provisions.

(2) The customer is prohibited from using our protected trademarks for advertising purposes of any kind. This does not apply - but is revocable at any time and only non-

exclusively if it concerns the advertising placement of our products in catalogues, including electronic ones, and only for the respective period of product advertising and or if a separate written agreement has been made with us in advance for further use.

(3) We expressly reserve all rights, in particular property rights, copyrights and industrial property rights, to all our patent and trademark rights and other information, offers, calculations, drafts, illustrations, drawings or other documents, data and samples as well as ideas, know-how and practical experience provided to the customer - also in electronic form - in particular as expressed in drawings, samples and projects.

(4) If goods are manufactured or processed or treated by us and the customer has submitted a specification for this, in particular pictures, designs or templates, the customer shall indemnify us against any loss, damage, costs and other expenses because the contractual manufacture, treatment or processing, utilisation or sale turns out to be a breach of a patent, copyright, trademark or other property right of a third party due to the customer's specification.

13. Compliance

As a company in the plastics industry, we are committed to both the Code of Conduct of the German Plastics Processing Industry Association (GKV) and our own Code of Conduct. In this report, we comment on important compliance and sustainability issues, in particular antitrust and competition law requirements, ethical and social principles and global guidelines. The respective codices are available at

<https://www.poeppele.com/de/unternehmen/Downloads.html>

retrievable.

14. Privacy policy

We collect and store the customer's data required for business processing. We comply with the statutory provisions when processing the customer's personal data. Details can be found in our privacy policy, which is available at

<https://www.poeppele.com/de/unternehmen/Datenschutz.html>

can be called up.

15. Hint

(1) In accordance with Section 15 (1) sentence 1 of the German Packaging Act, the supplier is obliged to take back the following packaging materials free of charge for deliveries within Germany:

- Transport packaging (transport packaging is packaging that facilitates the handling and transport of goods in such a way that direct contact and transport damage are avoided and is typically not intended for transfer to the end consumer, such as pallets, bulk packaging, etc.)
- Sales and secondary packaging that does not typically accumulate as waste with private end consumers after use,
- Sales and secondary packaging for which system participation is not possible due to system incompatibility pursuant to Section 7 (5), and
- Sales packaging of filling goods containing harmful substances or
- Reusable packaging (reusable packaging is packaging that is designed and intended to be reused several times for the same purpose after use and whose actual return and reuse is made possible by sufficient logistics and promoted by suitable incentive systems, usually by a deposit)

If, therefore, we use the corresponding aforementioned packaging material when delivering a product, we shall take back the used, completely empty packaging of the same type, shape and size as the packaging placed on the market by us at the place of actual delivery or in its immediate vicinity free of charge. In the case of recurring deliveries, the goods can also be returned with the next delivery. We thus ensure that the packaging material is returned to the recycling cycle.

(2) Such packaging shall be taken back at other locations exclusively at the customer's expense and only by prior agreement.

16. Final provisions

(1) The place of fulfilment is the location of our supplying plant.

(2) This agreement and the agreements concluded via this online shop are subject exclusively to German law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention").

(3) For merchants, legal entities under public law or special funds under public law, the exclusive jurisdiction of the place of jurisdiction at our registered office shall apply. However, we are also entitled to sue at the customer's registered office.