Terms of delivery and payment

Valid from 01.01.2026

1. a) Our deliveries in commercial business transactions are made exclusively under the following terms of delivery and payment. This also applies to all future transactions with the customer, without the need for separate reference in individual cases.
b) Conflicting, deviating, or supplementary terms and conditions of purchase of the customer shall not be accepted and shall not form part of the contract, even if they are communicated to us in a letter of confirmation or in any other way, or if we carry out the delivery without objecting to the customer's terms and conditions.
c) Our employees, with the exception of managing directors and authorized signatories, are not authorized to make deviating verbal agreements.

2. Our offers are strictly subject to change with regard to price and available quantity. Written and telephone orders placed with us or orders placed with our agents shall only be deemed accepted once we have issued a written order confirmation. Clause 1.c) shall apply accordingly to verbal side agreements.

3. If, between the conclusion of the contract and delivery,
a) there are acts of God, we reserve the right to pass on any additional costs incurred as a result;
b) the prices for raw materials, energy, or packaging materials change by more than 10% and this can be proven, the contracting parties are entitled to demand an appropriate price adjustment.

4. Our deliveries are made ex works from our location in Goch. The goods travel at the recipient's risk, even if we bear the transport costs. Transport insurance is only taken out at the express request of the customer and at their expense. Delivery is usually made on CHEP pallets. The buyer is obliged to make the pallets available for collection by CHEP Deutschland GmbH. If delivery is made on pallets other than CHEP pallets and the recipient has been informed of this in good time in advance, the recipient is obliged to provide the same number of undamaged empty pallets in exchange upon delivery of the goods, which must correspond in size, design, and usability to the pallets on which the goods were delivered. If exchange pallets are not returned or are returned incomplete, we are entitled to charge the recipient for the replacement costs at the price invoiced to us in each case.

5. Delivered goods remain our property until full payment of all our claims arising from the business relationship, including future claims and any existing current account balance. The processing or transformation of the goods subject to retention of title by the buyer is always carried out on our behalf. If the goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the goods to the other processed items at the time of processing. If the goods are inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the goods to the other mixed items. The buyer may only resell goods subject to retention of title in the ordinary course of business, but may not pledge them to a third party or assign them as security. The buyer shall retain the conditional ownership to which he is entitled vis-à-vis his customers until they have paid the purchase price in full. We irrevocably agree with the buyer that the claims from resales of our goods are hereby assigned to us as security, namely in the amount of the value of the respective resold goods subject to retention of title. At our request, the buyer shall provide us with exhaustive information and make available to us the necessary documents relating to the assigned claims. In the event of default of payment by the buyer, we shall be entitled to collect the assigned claims ourselves at any time. Upon request, we are obliged to release the securities to which we are entitled at our discretion to the extent that their value exceeds all claims to be secured by 20%. The buyer shall store the goods subject to retention of title on our behalf. Third parties or enforcement officers shall be informed of our ownership or co-ownership. The buyer is obligated to notify us immediately of any legal action or other access by third parties to the goods subject to our retention of title.

6. Unless otherwise agreed, the amounts of our invoices are due immediately after the invoice date and are payable without deduction to the account specified by us. If the buyer defaults on payment to us, all our claims against him become due immediately.

7. If the buyer seriously and definitively refuses to make payments, if insolvency proceedings are initiated against them, or if there are indications of the buyer's inability to pay, we shall be entitled to make all further deliveries dependent on advance payment or security from the buyer. If a reasonable deadline set for the buyer in this regard expires without result, we may withdraw from the contract and, if the legal requirements are met, claim damages.

8. If timely delivery is prevented by force majeure or other unforeseeable circumstances beyond our control (such as operational disruptions, labor disputes, fire damage, etc.), we shall be released from our delivery obligation for the duration and scope of the hindrance and its consequences. Withdrawal from the contract or the assertion of claims for damages in the aforementioned cases is excluded. For our deliveries and services involving basic agricultural products, we reserve the right to reduce our delivery obligations in proportion to our own, then lower, raw material stocks as a result of a poor harvest. In this case, we will immediately inform our contractual partner in writing of the change in circumstances. Claims for damages by the buyer are excluded in the aforementioned cases.

9. Differences relating to the number or types of sales units included in a delivery can only be accepted if they are noted immediately upon receipt of the goods and recorded on the receipt. Complaints regarding damage or underweight railway or postal shipments must be made immediately by the buyer upon receipt of the goods with the assistance of a railway or postal official or employee, and the damage documentation must be submitted to us. In addition, apparent defects must be reported immediately in accordance with §§ 377ff HGB (German Commercial Code), at the latest within 8 days of receipt of the goods, and hidden defects must be reported immediately after their discovery. The nature and extent of the defects as well as the number of the delivery note or invoice must be specified. The goods complained about must be kept available for inspection and must be stored in a manner appropriate to the product and handled properly. In the event of a justified and timely complaint, we shall remedy the defects by way of subsequent performance. We are entitled to refuse subsequent performance in accordance with the statutory provisions. In the event of refusal of subsequent performance, its failure, or its unreasonableness for the buyer, the buyer is entitled to withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. In the event of withdrawal, the buyer is liable for deterioration, loss, and loss of use in the event of any fault. The provisions in Clause 10 shall apply to any claims for damages and reimbursement of expenses by the buyer.

10. It shall apply. In the event of fraudulent concealment of a defect or in the event of the assumption of a guarantee for the quality of the item at the time of transfer of risk (declaration by the seller that the purchased item has a certain characteristic at the time of transfer of risk and that the seller will be liable for all consequences of its absence, regardless of fault), the buyer's rights shall be governed exclusively by the statutory provisions. If the end user of the purchased item in the supply chain is a consumer, the buyer is entitled to recourse in accordance with the statutory provisions, subject to the further requirements of § 377 HGB (German Commercial Code), but the buyer is only entitled to any claims for damages and reimbursement of expenses in accordance with Clause 10.

11. Other claims for damages
a) Our liability for damages and reimbursement of expenses—regardless of the legal basis and subject to further contractual or statutory liability requirements—is limited to intent and gross negligence as well as the negligent breach of a material contractual obligation (contractual obligation whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the contractual partner may rely). However, our liability – except in cases of intent – is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract. The buyer is not entitled to claim useless expenses.
b) In the event of damage caused by delay, we shall only be liable for slight negligence up to an amount of 5% of the purchase price agreed with us.
c) Except in the case of breach of essential obligations, liability for simple negligence is excluded. Letter b) remains unaffected... d) The exclusions and limitations of liability contained in letters a) to c) shall not apply in the event of the assumption of a guarantee for the quality of the item, 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.
e) All claims for damages against us, regardless of their legal basis, shall become time-barred at the latest one year after delivery of the item to

the customer, in the case of tortious liability from the time of knowledge or grossly negligent ignorance of the circumstances giving rise to the claim and the person liable for compensation. The provisions of this paragraph shall not apply – and statutory provisions shall then apply – in the event of liability for intent and in the cases referred to in letter d). Any shorter statutory limitation periods shall take precedence.
f) If the end user of the goods is a consumer, the statutory provisions shall apply to the limitation period for any recourse claim by the buyer against us.

12. The place of performance for all deliveries is our factory in Goch or the location of the factory or warehouse where the goods are delivered in accordance with the contract; for all payments, it is Goch. The exclusive place of jurisdiction for all disputes arising from the business relationship is Kleve, provided that the buyer is a merchant or does not have a general place of jurisdiction in Germany.

13. Should any of the above provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by a valid provision that comes closest to the economic purpose pursued by the invalid provision.

14. The statutory provisions of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to purchase contracts where the buyer's registered office or habitual place of residence is outside the Federal Republic of Germany**.**

Nähr-Engel GmbH
Company headquarters: Goch
Register court: Amtsgericht Kleve HRB 7727
Managing Director: Dr. Jörg Geißler