

General Terms and Conditions of Trade of SCS GmbH

Effective as of: June 11, 2026

I. General Provisions

1. The following terms and conditions apply to all contracts, deliveries, services, and offers made by SCS GmbH to business entities as defined in § 14 BGB. Any conflicting, deviating, or supplementary general terms and conditions of the customer shall not become part of the contract unless SCS GmbH expressly agrees to their validity in writing.
2. Individual agreements with representatives or sales representatives acting on behalf of SCS GmbH require confirmation in writing by the management to be effective, unless a power of representation is proven in the individual case.
3. Should individual provisions of these Terms and Conditions of Sale and Delivery be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected.
4. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

II. Conclusion of Contract

1. Offers made by SCS GmbH are subject to change without notice unless they are expressly designated as binding. Orders placed by the customer shall be deemed a binding offer to enter into a contract.
2. The contract is concluded upon written order confirmation or upon delivery of the goods or performance of the service.
3. If the order confirmation deviates from the order, this shall be deemed a new offer by SCS GmbH. In this case, the contract is concluded when the customer accepts this offer or accepts the delivery or service without reservation.
4. Correct and timely delivery by our suppliers is subject to the condition that SCS GmbH has concluded a corresponding covering transaction, is not responsible for the non-delivery, and the customer is informed of the unavailability without delay. In this case, any consideration already provided will be refunded immediately.
5. If the customer places an order electronically, the contract text will be stored by SCS GmbH and transmitted to the customer in writing upon request, together with these General Terms and Conditions.

III. Delivery and Transfer of Risk

1. Deliveries are made ex works, unless expressly agreed otherwise.
2. The risk of accidental loss and accidental deterioration passes to the customer upon handover to the freight forwarder, carrier, or any other person designated to carry out the shipment for deliveries to business customers. This does not apply if SCS GmbH is responsible for improper packaging or if a defect already existed prior to the transfer of risk.
3. The handover is deemed to have taken place if the customer is in default of acceptance.
4. Transport insurance is taken out only at the express request of the customer and at the customer's expense.

5. Unless otherwise agreed, SCS GmbH shall determine the method and route of shipment at its reasonable discretion.
6. Partial deliveries are permitted provided they are reasonable for the customer.

IV. Delivery Times

1. Delivery periods and delivery dates are only binding if they have been expressly agreed upon in writing as binding. The delivery period begins upon conclusion of the contract, but not before all technical and commercial details have been clarified, nor before receipt of an agreed-upon down payment or the customer's cooperation.
2. In the case of non-binding delivery periods, the customer may, after the expiration of a reasonable period, request SCS GmbH in writing to deliver within a further reasonable grace period. Upon receipt of this reminder, default may occur, provided the legal requirements are met.
3. Cases of force majeure as well as other unforeseeable, extraordinary circumstances for which SCS GmbH is not responsible, in particular operational disruptions, delays in material procurement, power outages, labor disputes, or governmental measures, shall extend the delivery period for the duration of the hindrance plus a reasonable start-up period.
4. If an impediment to performance pursuant to Section 3 lasts longer than four months, both parties are entitled to withdraw from the contract with respect to the unfulfilled portion. Statutory claims remain unaffected to the extent that SCS GmbH is responsible for the impediment to performance.
5. SCS GmbH shall be liable in accordance with statutory provisions in cases of intent or gross negligence. A guarantee or procurement risk shall only be assumed if this has been expressly stated in writing.

V. Prices

1. All prices are net in euros ex works, excluding packaging, transport, insurance, and statutory sales tax.
2. If a delivery period of more than four months has been agreed upon or if delivery is delayed for reasons attributable to the customer, SCS GmbH may demand a reasonable price adjustment if material, energy, labor, manufacturing, or transportation costs change significantly after the conclusion of the contract. The price adjustment may only be made to the extent that the aforementioned cost factors have actually increased and must be explained to the customer in a comprehensible manner upon request.
3. By contributing to tooling costs, the customer does not acquire ownership of tools, molds, or fixtures, unless otherwise expressly agreed.

VI. Terms of Payment

1. Invoices are payable without deduction within the payment period specified on the invoice. Unless otherwise agreed, invoices are due immediately. A discount is granted only if this is expressly stated on the invoice.
2. The customer may only set off undisputed, ready-for-decision, or legally established counterclaims. The customer may only assert a right of retention to the extent that it is based on the same contractual relationship and the counterclaim is undisputed, ready for decision, or legally established.

3. In the event of late payment, statutory default interest applies. We reserve the right to claim further damages resulting from the delay.
4. Bills of exchange or checks are accepted only by express agreement and always on account of performance. Discount and collection charges shall be borne by the customer.

VII. Retention of Title

1. The delivered contractual items remain the property of SCS GmbH until all current claims of SCS GmbH arising from the ongoing business relationship have been paid in full.
2. The customer is obligated to treat the goods subject to retention of title with care and, where necessary, to maintain them properly at their own expense.
3. Any processing or transformation of the goods subject to retention of title by the customer shall be carried out for SCS GmbH as the manufacturer within the meaning of § 950 BGB, without this giving rise to any liabilities for SCS GmbH.
4. If the goods subject to retention of title are combined or mixed with other items, SCS GmbH shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other processed items at the time of processing.
5. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. The claims arising from the resale are hereby assigned to SCS GmbH in the amount of the respective outstanding claim. SCS GmbH accepts the assignment.
6. The customer remains authorized to collect the assigned claims as long as it duly fulfills its payment obligations to SCS GmbH. SCS GmbH may revoke the authorization to collect claims if it has a legitimate interest in doing so, in particular in the event of default in payment.
7. In the event of third-party access to the goods subject to retention of title or to the assigned claims, the customer must immediately inform SCS GmbH and hand over the documents necessary to safeguard the rights.
8. SCS GmbH undertakes to release the security to which it is entitled at the customer's request to the extent that the realizable value of the security exceeds the claims to be secured by more than 20 percent.

VIII. Warranty

1. The quality of the goods shall be determined exclusively by the expressly agreed product characteristics, technical specifications, and performance descriptions. Public statements, catalog information, drawings, dimensions, and weights shall only constitute agreements regarding quality if they have been expressly incorporated into the contract.
2. The customer must inspect the goods immediately upon delivery and report any apparent defects in writing without delay, at the latest within 14 days of delivery. Hidden defects must be reported in writing immediately upon discovery. § 377 HGB applies additionally to commercial inspection and notification obligations.
3. In the event of a justified and timely complaint, SCS GmbH shall, at its discretion, provide subsequent performance by repair or replacement.
4. If the subsequent performance fails or is unreasonable for the customer, the customer may, in accordance with statutory provisions, reduce the purchase price, withdraw from the contract, or claim damages. Withdrawal is excluded in the case of only minor defects.

5. Changes to goods that are the subject of a complaint may only be made with the consent of SCS GmbH, unless such changes are necessary to preserve evidence or mitigate damage. Warranty claims are void only to the extent that a change was the cause of the alleged defect.
6. The statute of limitations for claims for defects in new goods is one year from delivery, unless mandatory statutory provisions provide for a longer period or claims arising from intent, fraud, injury to life, limb, or health, or under the Product Liability Act are involved.
7. For custom-made products, returns or exchanges are excluded outside of statutory or contractual warranty rights.

IX. Liability

1. SCS GmbH shall be liable without limitation in cases of intent and gross negligence, as well as in cases of culpable injury to life, limb, or health. The same applies to claims under the Product Liability Act and to the extent that a warranty has been assumed.
2. In the event of a breach of material contractual obligations due to slight negligence, liability is limited to foreseeable damage typical for the contract. Material contractual obligations are those whose fulfillment is essential for the proper performance of the contract and on whose compliance the customer may regularly rely.
3. Otherwise, liability for damages caused by slight negligence is excluded.
4. To the extent that claims for damages are limited under the foregoing provisions, this also applies in favor of the legal representatives, employees, and vicarious agents of SCS GmbH.

X. Place of Performance and Jurisdiction

1. The place of performance for delivery, services, and payment is Dieburg
2. If the customer is a merchant, a legal entity under public law, or a special fund under public law, or if the customer has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Darmstadt. Statutory exclusive places of jurisdiction remain unaffected.

XI. Final Provision

These General Terms and Conditions apply exclusively to business transactions. They are not intended for contracts with consumers.