



GENERAL TERMS AND CONDITIONS

der Frolyt Kondensatoren- und Bauelemente GmbH

Status: 21 May 2026

§ 1 Scope

(1) These General Terms and Conditions apply exclusively to all business relationships between the Supplier and the Customer. They apply only to entrepreneurs within the meaning of § 14 German Civil Code (BGB), legal entities under public law, or special funds under public law.

(2) Any conflicting, deviating, or supplementary terms and conditions of the Customer shall not become part of the contract unless the Supplier expressly agrees to their validity in writing. This requirement of consent also applies if the Supplier performs delivery without reservation while being aware of such terms.

(3) Individual agreements shall prevail over these GTC. The Supplier's written confirmation shall be decisive.

(4) These GTC shall also apply to all future transactions without requiring renewed reference.

§ 2 Offer and Conclusion of Contract

(1) Offers made by the Supplier are non-binding unless expressly designated as binding.

(2) Orders placed by the Customer constitute a binding offer.

(3) A contract is concluded only upon written order confirmation or delivery.

(4) The Supplier reserves the right to make technical changes and customary deviations, provided that usability is not materially affected.

§ 3 Delivery and Transfer of Risk

- (1) Deliveries are made EXW Incoterms® 2020 from the Supplier's warehouse/facility unless otherwise agreed in writing.
- (2) Incoterms govern exclusively place of delivery, transfer of risk, and allocation of transport-related costs, but not payment terms or retention of title.
- (3) The risk shall pass to the Customer at the latest upon handover of the goods to the first carrier.
- (4) If shipment is delayed due to reasons attributable to the Customer, the risk shall pass upon notification of readiness for shipment.
- (5) Partial deliveries are permissible to the extent reasonable for the Customer.

§ 4 Delivery Times

- (1) Delivery times are non-binding unless expressly agreed as binding.
- (2) Delivery times shall be reasonably extended in cases of force majeure, supply chain disruptions, official measures, or other events beyond the Supplier's control.
- (3) Delays caused by upstream suppliers are deemed events beyond the Supplier's control, provided proper procurement planning was exercised.
- (4) Damages for delay are limited to 0.5% per week, capped at 5% of the value of the delayed delivery.

§ 5 Prices and Payment Terms

- (1) Prices are net prices plus statutory VAT and any ancillary costs (packaging, transport, insurance, customs duties), unless otherwise agreed.
- (2) The Customer shall be in default automatically upon expiry of the payment period.
- (3) Default interest shall apply at the statutory rate pursuant to § 288 BGB, plus statutory lump-sum compensation for late payment.
- (4) Set-off and retention rights are only permitted with undisputed or legally established claims.
- (5) In case of justified doubts regarding the Customer's creditworthiness, the Supplier is entitled to request advance payment or security.

§ 6 Retention of Title (Extended)

- (1) The goods remain the property of the Supplier until full payment of all claims arising from the business relationship.
- (2) Processing, mixing, or combination shall always be carried out on behalf of the Supplier. Co-ownership shall arise in proportion to the value of the goods.
- (3) All claims arising from resale are hereby assigned to the Supplier in advance as security.
- (4) The Customer remains revocably authorized to collect such claims.
- (5) In case of payment default, the Supplier is entitled to repossess the goods.

§ 7 Customer Obligations

- (1) The Customer shall timely provide all technical, logistical, and legal prerequisites required for contract performance.
- (2) The Customer is responsible for integration, application, and end use of the goods.

§ 8 Warranty

- (1) Warranty claims exist only in case of deviation from expressly agreed specifications.
- (2) Insignificant deviations do not constitute defects.
- (3) Inspection and notification period: 8 working days from delivery or discovery.
- (4) Supplier may choose between repair or replacement.
- (5) Warranty period: 12 months from transfer of risk.
- (6) No warranty applies in cases of:
 - improper use
 - modifications by Customer or third parties
 - incorrect integration
 - wear and tear

§ 9 Intellectual Property Rights

- (1) Freedom from third-party IP rights is only guaranteed in the country of delivery.
- (2) No liability applies where defects arise from Customer specifications or combination with third-party products.

§ 10 Liability

- (1) Unlimited liability applies only in cases of intent or gross negligence.
- (2) In cases of simple negligence, liability is limited to breach of essential contractual obligations and to foreseeable, typical damages.
- (3) No liability is assumed for:
 - production downtime
 - loss of profit
 - indirect or consequential damages
 - supply chain-related damages
- (4) Product liability law remains unaffected.

§ 11 Export Control

- (1) Deliveries are subject to all applicable export control regulations.
- (2) The Customer shall comply with all sanctions and embargo regulations.
- (3) Resale to Russia or use for military end-use is prohibited.

§ 12 Confidentiality

- (1) All technical and commercial information is confidential.
- (2) Use is limited strictly to contract performance.

§ 13 Limitation Period

- (1) Limitation period: 12 months for defects and claims.
- (2) Exceptions: intent, product liability, personal injury.

§ 14 Place of Performance, Governing Law, Jurisdiction

- (1) Place of performance shall be the Supplier's warehouse/facility.
- (2) German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) Exclusive place of jurisdiction shall be Germany.

§ 15 Final Provisions

- (1) If any provision is invalid, the validity of the remaining provisions shall remain unaffected.
- (2) The invalid provision shall be replaced by a valid provision that comes closest to its economic intent.