



GENERAL TERM AND CONDITIONS OF RUBBEXX GMBH

updated: May 2026

The following terms and conditions apply to all of our services and deliveries. The customer accepts them as binding for him. The terms and conditions apply for the entire duration of the business relationship, even if they are not expressly referred to in each individual order, unless the customer is a consumer in the non-commercial or non-independent professional sector. The customer's general terms and conditions do not become part of the contract. We hereby expressly contradict them. If any of our provisions are ineffective, this does not result in the invalidity of the rest of the contract.

I. Conclusion of contract/contract content:

Orders will only be accepted and executed based on the following conditions. When the order is placed, these conditions become part of the contract and are expressly accepted by the customer. Deviating or additional agreements require written confirmation from us.

We reserve the right to make changes to our goods in terms of material, purity, color and surface, provided that the goods supplied are suitable for the intended use as specified in the order and the changes are reasonable for the buyer. Our offers are always subject to change. A contract is only concluded upon issuance of our written order confirmation or upon delivery.

II. Prices and payment terms

Prices are always in euros plus VAT at the applicable statutory rate and any packaging and shipping costs that may apply. In the event of price increases by our suppliers or unexpected increases in wage and transport costs, we are entitled to increase prices accordingly.

Unless otherwise agreed, our invoices are due and payable net within 20 days. Bills of exchange and checks are only considered payment when they are cashed.

III. Delivery and shipping

Shipping conditions are ex works Wernau factory. For very small quantities, we reserve the right to charge a minimum quantity surcharge in addition to the shipping fee. For orders with a net value of less than EUR 250.00, a minimum order surcharge of a flat rate of EUR 25.00 will be added. Unless otherwise agreed, the calculation is based on the net value of the respective order before any discounts are deducted and excluding shipping and additional costs.

Delivery times specified by us will be adhered to wherever possible, but are always non-binding. Failure to comply with the delivery time does not give rise to any right to claims for damages of any kind. Partial deliveries are permitted. We can invoice advance payments to an appropriate extent.

IV. Retention of title and withdrawal

1. The delivered goods remain our property until the purchase price has been paid in full, or in the case of bills of exchange and cheques until they have been cashed, and as long as we are still entitled to claims from the business relationship with the buyer.
2. As long as ownership has not yet passed to the buyer, the buyer undertakes to treat the reserved goods with care and to insure them at his own expense against fire, water and theft damage to their replacement value.
3. The buyer is not entitled to pledge the reserved goods to third parties or to transfer them as security.

4. The buyer is entitled to sell the goods alone or in conjunction with other entities as part of proper business transactions, in particular resale. The buyer hereby assigns in full to RUBBEXX GmbH as security any claim arising from the resale or from any other legal basis relating to the goods - in the case of the seller's co-ownership of the goods, proportionately in accordance with the co-ownership share. The seller accepts this assignment.
5. The processing or transformation of the reserved goods by the buyer always takes place in the name of and on behalf of the seller. If the reserved goods are processed with other items that are not the property of the seller, the seller acquires co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing. If the reserved goods are inseparably combined or mixed with other items that do not belong to the seller, the seller acquires co-ownership of the new item in the ratio of the value of the reserved goods to the other combined or mixed items at the time of combination or mixing. If the combination or mixing takes place in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer transfers co-ownership to the seller in proportion. The seller accepts this transfer. The buyer will keep the sole ownership or co-ownership of the item thus created for the seller.
6. If the reserved goods are seized or are subject to other interventions by third parties, the buyer is obliged to point out the property rights of RUBBEXX GmbH and to notify the seller immediately in writing so that the seller can enforce its property rights. If the third party is not in a position to reimburse RUBBEXX GmbH for the judicial and extrajudicial costs incurred in this connection, the buyer is liable for this.
7. If payments are suspended, insolvency proceedings are filed or out-of-court settlement proceedings are initiated, the right to resell or use the goods and the authorization to collect the assigned claims shall expire.
8. The following circumstances entitle RUBBEXX GmbH to withdraw from the contract and demand the immediate return of the goods: behavior by the buyer that is contrary to the contract, in particular late payment, inaccurate self-disclosure with regard to not only insignificant aspects, false information about creditworthiness, furthermore the application for the opening of insolvency proceedings against the buyer's assets, as well as cases of force majeure, such as strikes, natural disasters, etc.;
The statutory obligations based on provisions regarding reminders and setting deadlines remain unaffected by this, as do the rights of withdrawal granted by law.

V. Notices of defects and warranty

The goods must be inspected immediately upon arrival, even if samples have been sent. The goods are deemed to have been accepted if no written complaint is made within 6 days of arrival at the destination. In the case of justified and properly reported defects, we are only obliged to take back the defective goods and to deliver replacements, but not beyond the invoice amount of the rejected and returned delivery. Other claims for damages are excluded. Defects in part of a delivery do not entitle the buyer to complain about an entire delivery. Further processing of rejected goods is only permitted in urgent cases to prevent disproportionately large damage, and we must be informed of this immediately. The buyer is obliged to give us the opportunity to determine the defect on site at our request. Our warranty obligation is governed by the statutory provisions, with the proviso that the buyer can initially only demand the delivery of defect-free goods. If the subsequent delivery fails, the buyer can, at his discretion, demand a reduction in the purchase price or withdraw from the contract without setting a deadline. The warranty period for material defects is one year, calculated from the day of delivery.

VI. Liability:

We are liable for any breach of essential contractual obligations for which we are responsible in accordance with the statutory provisions. However, if we are not guilty of gross negligence or willful intent, we are only liable for the typically foreseeable damage that occurs. We are only liable for all other breaches of duty if the damage was caused intentionally or through gross negligence by one of our legal representatives or by a senior vicarious agent. Excluded from this are damages resulting from injury to life, body or health, for which we are liable in accordance with the statutory provisions. In all other respects, claims for damages arising from breaches of duty against us are excluded.

VII. Permissible deviations in delivery quantities:

Minor deviations in quantity are permissible for deliveries of goods. These are as follows:

- for piece goods (finished products): up to $\pm 10\%$ of the agreed delivery quantity,
- for roll goods: up to $\pm 30\%$ of the agreed delivery quantity.

1. Billing

Billing is based on the actual quantity delivered.

2. Performance in Accordance with the Contract

A delivery within the tolerances mentioned above is deemed to be in accordance with the contract. Claims for over- or under-delivery within these limits are excluded.

3. Deviations Outside the Tolerances

In the event of deviations that exceed the specified tolerances, the customer is entitled to reject the excess or short delivery. In such cases, the parties reserve the right to reach a mutually agreeable resolution.

VIII. Place of fulfillment / jurisdiction:

Stuttgart is agreed as the place of performance for delivery and payment as well as the place of jurisdiction locally and materially. German law applies.