General Terms and Conditions for B2B

Effective January 1, 2026

1. Scope

1.1. These General Terms and Conditions (hereinafter referred to as "GTCs") are applicable to all business transactions between Mawa GmbH, 85276 Pfaffenhofen/Ilm, Germany (us) and its customers if they are entrepreneurs (§ 14 of the BGB (German Civil Code)), a legal entity under public law or a special fund under public law. If the customer does not have or no longer has the status of an entrepreneur pursuant to § 14 of the BGB, the customer must disclose this to us immediately during contract negotiations prior to the conclusion of the contract.

1.2. The inclusion of the customer's own terms and conditions is herewith rejected, unless otherwise agreed. This shall also be applicable if we carry out the delivery without reservation in the knowledge of conflicting or deviating terms and conditions or if we do not attach these GTCs to future transactions in individual cases.

1.3. Individual agreements made with the customer in individual cases shall always take precedence over these GTCs. German is the language of this contract. The German version of these GTCs shall be authoritative in the event of questions of interpretation and disputes.

2. Offer and conclusion of contract

2.1. Our offers are subject to change and non-binding unless they are explicitly designated as binding offers. They are merely an invitation to the customer to submit an offer by placing an order with us. Orders placed by the customer contain binding offers. We can accept orders within 14 days of their receipt. Orders are accepted through a separate order confirmation, delivery of the ordered products, invoicing or performance of the service. Orders taken by sales representatives are considered accepted by us only when they have been executed by us or confirmed in writing.

2.2. The time and date of conclusion of the contract is determined by the receipt of our order confirmation by the customer or, in the case of immediate execution of the order, by the delivery of the ordered products. In individual cases, if there is no order confirmation or the contract is concluded without an order confirmation, the information in the offer and then in the invoice from us shall initially be decisive for the content of the contract. If the contracting partners have signed a joint document regarding a delivery of goods containing contractual terms and conditions, this document shall be deemed equivalent to an order confirmation. If the customer has any objections regarding the contents of our order confirmation or the products sent or other acceptance, they must immediately notify this to us. Otherwise, the contract shall be concluded in accordance with the terms and contents of the order confirmation or other acceptance.

2.3. The conclusion and fulfilment of the contract are subject to the proviso that there are no obstacles due to German, US or other applicable national, EU or international foreign trade regulations, embargoes or sanctions. The customer shall be responsible for complying with export control regulations. In particular, the customer is obliged to provide all information and documents and to obtain all permits, licences, approvals and clearances required for the export, transfer or import of the products at its own expense. The refusal of an export licence does not entitle the customer to withdraw from the contract or to claim damage compensation.

3. Subject matter of the contract, changes and product description, excess and short deliveries

3.1. We shall deliver the ordered products in accordance with the order confirmation or other acceptance free of defects and in accordance with the specifications and intended uses stated therein. Customers shall accept customary or insignificant changes in the quality and quantity of the goods in series production as well as customised products. Raw material and auxiliary material tolerances specified by us or our pre-suppliers, as well as unavoidable deviations due to manufacturing techniques, shall not constitute grounds for complaints on the part of the customer, provided that the usability for the contractually agreed purpose is not impaired. We reserve the right to make changes to the product range and colours.

3.2. Any type of descriptions, weight and/or quantity specifications, in particular in our price lists, catalogues, advertisements and on our homepage mawa.de are merely indicative or approximate values. They do not constitute binding specifications of quality. Verbal information regarding quality shall be binding only if it has been confirmed by us in writing.

3.3. For print orders and/or customised products that deviate from our standard products as listed in the currently valid price list and/or catalogue, delivery quantity deviations of up to 15% are considered acceptable. In the event of product changes, we are entitled to deliver the new goods only after the old versions have been sold out.

4. Prices and price adjustments

4.1. The prices in euros specified the order confirmation or in the current product description shall be applicable unless otherwise agreed. Prices are ex-works in Pfaffenhofen and do not include costs for packaging, freight, insurance, customs duties, public charges and value added tax, unless otherwise stated and agreed in the order confirmation. The statutory value added tax is shown separately in the invoice as per the rate applicable on the date of invoicing. For export deliveries, this also applies to customs duties and other public charges.

4.2. If, between the conclusion of the contract and delivery of the ordered products, cost increases occur that are beyond our control and were unforeseeable at the time the contract was concluded, in particular due to changes in market prices, material and raw material prices, which result in us only being able to purchase the products from our supplier on less favourable economic terms than those that were foreseeable at the time of conclusion of the contract with the customer, we shall be entitled to adjust the prices agreed with the customer in line with the changed circumstances and without charging additional profit if the products are to be delivered more than 3 months after conclusion of the contract. If the increase in the delivery price agreed with the customer exceeds 15%, the customer may withdraw from the contract with regard to the delivery quantity affected.

4.3. We shall be entitled to make outstanding deliveries or provide outstanding services only against advance payment or security if it is a customer's first order, if payments due – without any undisputed or legally established objections – or if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the customer's creditworthiness and which jeopardise the payment of outstanding claims.

5. Delivery

5.1. Domestic deliveries are made ex-works (Pfaffenhofen/Ilm – Germany) - EWX (Incoterms® 2020). Unless otherwise agreed, cross-border deliveries are made in accordance with FCA (Incoterms® 2020) ex-works (Pfaffenhofen/Ilm – Germany) or from the address specified in our order confirmation.

5.2. The delivery periods and dates specified by us are estimated, non-binding periods and dates. We shall not be liable for delivery delays. Delivery periods and dates are binding only if they have been explicitly designated or confirmed as binding in writing.

5.3. If we have not explicitly agreed to a specific delivery period or delivery date in writing, delivery shall be made within a reasonable period of time.
If, for reasons beyond our control, we do not receive deliveries or services from manufacturers, pre-suppliers or subcontractors despite proper and congruent procurement, or if they are incorrect or late, or if events of force majeure occur, i.e. impediments to performance, for which we are not at fault, lasting more than four weeks, we shall inform the customer in writing in good time. In this case, we shall be entitled to postpone the delivery or service for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part, provided that the hindrance to performance lasts longer than two months. Force majeure includes strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks through no fault of our own, operational disruptions through no fault of our own, for example due to fire, water and equipment damage, cyber-attacks, epidemics, pandemics and all other comparable disruptions which, when viewed objectively, were not caused by us.

5.4. If a delivery or service date or a delivery or service period has been bindingly agreed and this period or date is exceeded by more than two months due to events as described in the preceding paragraph, or if the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, the customer may withdraw from the part of the contract that has not yet been fulfilled after a reasonable grace period has expired without result and with a threat of rejection. The occurrence of a delay in delivery shall be determined in accordance with the statutory provisions.

5.5. Partial deliveries are permissible if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered products is ensured and the customer does not incur any significant additional expenses or costs as a result.

5.6. Agreed delivery periods shall not commence before the customer has provided all necessary documents, approvals and releases, clarified all questions and paid any agreed deposit. Compliance with the delivery period or delivery date is subject to the timely and proper fulfilment of this and all other obligations of cooperation on the part of the customer. Compliance with agreed delivery periods and dates is also subject to timely and proper delivery to us.

6. Acceptance/receipt/payment

6.1. If the customer is in default of acceptance of the products, we shall be entitled to charge the customer a contractual penalty of 0.3% of the order value for each day of default; this shall be up to a maximum of 5% of the order value. The assertion of further damages, in particular for storage costs, remains unaffected by this. We are entitled to make a renewed shipment of the products dependent on the customer paying us the costs incurred due to the delay in acceptance.

6.2. Invoice amounts without any deductions must be paid within the period specified in the invoice. The deduction of cash discounts requires a special written agreement and it shall be applicable only if the customer is not in arrears with payments from older deliveries. The date of payment is determined by the date of receipt by us. If the customer fails to pay by the due date, interest of 9% p.a. shall be charged on the outstanding amounts starting from the due date. We reserve the right to assert claims for higher damages due to delay.

6.3. We are entitled to offset payments made by the customer against their oldest debt first. If costs and interest have been incurred, we are entitled to offset the payment against the costs, then against the interest and finally against the principal claim. Offsetting against counterclaims of the customer or withholding payments due to such claims is permissible only if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

7. Right of withdrawal

7.1. Events of force majeure, mobilisation, war, acts of authority, unrest, strikes and lockouts, shortages of energy, raw materials, supplies and means of transport, damage to tools, etc. entitle us to withdraw from the contract entirely or partially or to postpone our delivery obligations accordingly. The latter applies in particular to operational disruptions, delayed receipt of materials and accessories, and personnel shortages.

7.2. We shall also have the right of withdrawal from the contract if, for other reasons, a change occurs in the circumstances known at the time of conclusion of the contract which prevents its fulfilment, makes it significantly more difficult or more expensive, and if the customer provides incorrect information about their creditworthiness, has suspended payments or has filed for insolvency proceedings against his assets, and the customer does not make the payments owed within one week of a renewed request for payment.

8. Claims for defects

8.1. The delivered items must be inspected immediately and without delay after delivery (delivery to the customer) in accordance with § 377 of the HGB (German Commercial Code). With regard to obvious defects or other defects that would have been apparent during an immediate and careful inspection, they shall be deemed to have been approved by the customer if we do not receive a written notice of defects within 20 working days of delivery.

8.2. If there is a defect in the delivered products at the time of delivery and a complaint has been made to this effect, together with a request for subsequent performance by the customer, insofar as this is required by law, we shall initially be entitled, at our discretion and within a reasonable period of time, to subsequent performance by remedying the defect or delivering a defect-free product. Further claims for defects shall exist only in the event of rejection, impossibility or failure of subsequent performance. The repair shall be deemed to have failed only if we have attempted to remedy the defect at least twice without success. The right to refuse subsequent performance under the statutory conditions remains unaffected.

8.3. If, after a reasonable period of time, we are unwilling or unable to provide subsequent performance, the customer may, at its discretion, withdraw from the contract or reduce the delivery price attributable to the delivery in question. The same applies if subsequent performance repeatedly fails or is unreasonable for us. There is no right of withdrawal in the case of an insignificant defect. The customer may not assign claims for defects.

8.4. If there is a proven defect in the products upon delivery and we have agreed in writing to the return shipment, we shall bear the costs of the return shipment by a company commissioned by us for the purpose of inspection. Alternatively, the defective products will be scrapped at the customer's premises upon presentation of proof.

8.5. If a request for rectification of defects and an associated claim for defects by the customer proves to be unjustified, which the customer could have easily recognised upon notification by us or upon careful examination, we may demand reimbursement of the costs incurred by us as a result.

8.6. Claims for defects by the customer are ruled out if the customer is aware of the defect in the products at the time of conclusion of the contract or at the time of their call-off, or if the customer remained unaware of the defect due to gross negligence. The exclusion of liability for gross negligence does not apply in the event of malice or a quality guarantee on our part. Gross negligence shall also be deemed to exist in particular if the customer fails to carry out reasonable inspections in the ordinary course of business or, after frequent complaints about the products, does not immediately arrange for thorough inspections of the products or does not immediately cease selling or processing the products.

8.7. The customer's claims for defects shall lapse if the customer attempts to repair the products themselves or through third parties without our prior written consent, or otherwise processes, modifies, damages or destroys them, thereby making it impossible or unreasonably difficult for us to remedy the defects or analyse the quality of the rejected products at the time of delivery. The same applies if the products have not been used in accordance with the contract or separate instructions for use, in particular if they have been used with other products, or if the defect is based on design documents or other specifications provided by the customer.

9. Product liability

9.1. The customer shall not modify the products without our prior consent; in particular, they shall not modify or remove any existing warnings about the dangers of improper use of the products. In the event of a breach of this obligation, the customer shall indemnify us internally against product liability claims by third parties, insofar as the customer is responsible for the defect giving rise to liability.

9.2. If we are prompted to issue a product recall or warning due to a product defect, the customer shall support us and take all reasonable measures ordered by us. For this purpose, the customer shall provide all documents relating to the production, delivery and complaint of the products.

9.3. The customer shall be obliged to bear the costs of the product recall or warning insofar as they are responsible for the product defect and the damage incurred. Further claims on our part remain unaffected. The customer shall immediately inform us in writing of any risks it becomes aware of when using the products and of any possible product defects or product failures in each individual case.

10. Damage compensation

10.1. The right to claim damage compensation is governed by the statutory provisions, unless otherwise specified in these GTCs.

10.2. We shall be liable without limitation for damages resulting from the breach of a warranty or from injury to life, limb or health. The same shall apply to intent and gross negligence, to mandatory statutory liability under the Product Liability Act and to liability for fraudulent concealment of defects. We shall only be liable for simple negligence in the event of a breach of a material contractual obligation arising from the nature of the contract, the fulfilment of which is essential for the proper execution of the contract and on which the customer may regularly rely.

10.3. In the event of negligent breach of essential contractual obligations, delay and impossibility, our liability is otherwise limited to the foreseeable and typically occurring damage that is customary in the industry.

10.4. Unless otherwise specified above, our liability is excluded regardless of the legal basis. The above provisions do not imply a reversal of the burden of proof.

10.5. Insofar as we provide technical information or advice and this information or advice is not part of the

contractually agreed scope of services, this shall be provided free of charge and without any liability for damage compensation.

11. Limitation period

The limitation period for material defects and defects of title shall be one year from delivery of the products to the customer.

For all other damage compensation claims, both contractual and tortious, a limitation period of one year shall be applicable from the time the customer becomes aware or is grossly negligent in not becoming aware of the circumstances giving rise to the claim and the identity of the liable party. This does not affect the statutory limitation provisions for damages resulting from a breach of warranty or from injury to life, limb or health, as well as for malice, intent and gross negligence and under the Product Liability Act.

12. Retention of title

12.1. The retention of title agreed below serves to secure all our existing and future claims against the customer arising from the delivery relationship between the contracting partners (including balance claims from a current account relationship limited to this delivery relationship).

12.2. The delivered goods remain our property until all secured receivables have been paid in full.

12.3. The goods and the goods covered by the retention of title that replace them in accordance with the following provisions are hereinafter referred to as "goods under retention of title".

12.4. The customer shall store the goods under retention of title for us free of charge. The customer is obliged to treat the goods under retention of title with care; in particular, the customer is obliged to insure them at their replacement value against fire, water damage and theft at its own expense.

12.5. The customer is entitled to resell the goods under retention of title in the normal course of business; however, they are not permitted to pledge them or transfer them as security. The customer is obliged to secure our rights when reselling the goods under retention of title on credit. In the event of resale of the goods under retention of title, the customer herewith assigns to us by way of security any claims against the purchaser arising from such resale. We accept this assignment. The same shall be applicable to other claims that replace the goods under retention of title or otherwise arise in respect of the goods under retention of title, such as insurance claims or claims arising from tort in the event of loss or destruction. We authorise the customer, but retain the right of revocation, to collect the claims assigned to us in its own name. We may only revoke this authorisation to collect in the event of realisation.

12.6. If third parties access the goods under retention of title, in particular through seizure, the customer shall immediately point out our ownership to them and inform us thereof in order to enable us to enforce our property rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable to pay us for these costs.

12.7. We shall release the goods under retention of title and the items or claims replacing them at the customer's request, provided that their value exceeds the amount of the secured claims by more than 20%. The selection of the items to be released thereafter shall be at our discretion.

12.8. The customer is obliged to insure the goods under retention of title against fire, theft and water damage at its own expense and in our favour. In the event of damage, the customer is obliged to assert its insurance claims in our favour.

13. Industrial property rights and copyrights

13.1. The intellectual property rights for all specifications, drawings, illustrations, technical descriptions and other technical information as well as designs delivered or provided by us in connection with this contract shall remain our sole property. No licences or rights of use, property rights, rights equivalent to property rights or other rights are transferred with the purchase of the products. This does not apply to rights that are mandatorily associated with the delivery.

13.2. The customer acknowledges the intellectual property rights for the delivered products and is not entitled to manufacture and/or distribute imitations.

13.3. If our products infringe the intellectual property rights of third parties, we shall take over the out-of-court and, if necessary, in-court negotiations. Costs incurred by the customer without consulting us shall not be covered, unless we have not responded within 5 working days of the customer's notification.

If it is possible to remedy the infringement, we shall, at our discretion and at our expense, modify or replace the product(s) to avoid the alleged infringement, but ensure that the products continue to fulfil the contractually agreed functions, or obtain the right of use for the customer by concluding a licence agreement with the third party. If we do not succeed in doing so within a reasonable period of time, the customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any damage compensation claims by the customer shall be subject to the limitations set out in clause 10 of these General Terms and Conditions.

14. Export, customs duties, disposal

The delivered products are intended to remain in the country of delivery agreed with the customer. The customer may not export the products subject to embargo regulations from the country of delivery.

15. Data protection

15.1. We collect, store, process and use personal data from the customer only if, to the extent and for as long as this is necessary for the establishment, execution or termination of a contract. Any further collection, storage, processing and use of personal data shall take place only if required or permitted by law or if the data subjects have given their consent. The legal basis for the aforementioned data processing is Article 6, Paragraph 1, Sentence 1, b) of the General Data Protection Regulation (GDPR).

15.2. We are entitled to transfer personal data to third parties if and to the extent that this is necessary for the implementation of pre-contractual measures and for the fulfilment of a contract (e.g. for shipping, invoicing) in accordance with Article 6, Paragraph 1, Sentence 1, b) of the GDPR or for the fulfilment of a legal obligation in accordance with Article 6, Paragraph 1, Sentence 1, c) of the GDPR.

15.3. In addition, for the processing of personal data, in particular in connection with visits to our company website, please refer to the privacy policy at Privacy Policy

16. Miscellaneous

If one or more provisions of these terms and conditions is or becomes invalid, this shall not affect the validity of the terms and conditions as a whole. The parties are obliged to replace the invalid provisions with new provisions that come as close as possible to the meaning and purpose of the invalid provision.

17. Place of performance and jurisdiction

All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the laws on the international sale of movable goods. If the customer is based outside the territory of the Federal Republic of Germany, our place of business shall be the exclusive place of jurisdiction for all disputes arising from this contract.