

General Terms and Conditions

of Mittex Germany GmbH

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§ 1 Scope of Application

- (1) These General Terms and Conditions of Sale, Delivery and Payment (hereinafter "GTC") apply to all offers, contracts, deliveries and other services of Mittex Germany GmbH to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter "Buyer").
- (2) The offers, deliveries and services of Mittex Germany GmbH are directed exclusively to entrepreneurs. Contracts with consumers within the meaning of Section 13 BGB are not concluded. A statutory consumer right of withdrawal does not apply to contracts with entrepreneurs.
- (3) These GTC also apply to future transactions with the same Buyer, provided that they have been made available to the Buyer in a reasonable manner. The version incorporated at the time the contract is concluded shall be decisive in each case.
- (4) Deviating, conflicting or supplementary terms and conditions of the Buyer shall not become part of the contract unless Mittex Germany GmbH expressly agrees to their application in writing. This also applies if Mittex Germany GmbH delivers or performs without reservation despite being aware of such terms and conditions.
- (5) Individual agreements with the Buyer shall take precedence over these GTC. The written order confirmation of Mittex Germany GmbH shall be decisive for the content of individual agreements, unless a deviating individual agreement is proven.

§ 2 Conclusion of Contract

- (1) Product presentations in catalogues, price lists, data sheets, offers not expressly designated as binding or other documents do not constitute a binding offer; they are non-binding and serve as an invitation to submit an order.
- (2) The Buyer's order shall be deemed a binding contractual offer.
- (3) The contract is concluded only when Mittex Germany GmbH accepts the order by written order confirmation, invoicing, shipping confirmation, provision for collection or delivery of the goods.
- (4) In the case of advance payment, down payment or security, Mittex Germany GmbH is obliged to deliver only after full receipt of payment or provision of the agreed security, unless otherwise agreed.
- (5) Amendments, additions or ancillary agreements after conclusion of the contract shall be binding only if confirmed in writing by Mittex Germany GmbH.

§ 3 Product Information and Compatibility

- (1) Mittex Germany GmbH distributes automotive, truck, engine and spare parts for the automotive aftermarket, in particular engine, clutch, compressed-air, brake, air-conditioning, cooling, hydraulic, steering and auxiliary-unit components.
- (2) The specific delivery item is determined by the offer, order confirmation, invoice and the technical documents expressly incorporated therein. Product descriptions, illustrations, drawings, samples, dimensions, weights, performance data, catalogue information and technical data are binding only if they have been expressly agreed in writing as binding.
- (3) Manufacturer, OE, OEM, comparison, article and reference numbers as well as third-party trademarks or designations serve exclusively for identification, allocation and compatibility checking. They do not constitute an indication of origin, a quality commitment, a licence, a manufacturer's approval or an indication of any economic relationship with a vehicle, engine or original-parts manufacturer.
- (4) Unless expressly stated otherwise in writing, the products of Mittex Germany GmbH are not original spare parts of the respective vehicle, engine, machine, plant or component manufacturer. They are independent spare parts or compatible aftermarket products of Mittex Germany GmbH or its suppliers.
- (5) Before ordering and installation, the Buyer is obliged to verify, on its own responsibility, the suitability of the goods for the intended purpose. In particular, vehicle and engine data, vehicle identification number, engine code, OE/OEM references, technical specifications, year of manufacture, installation position, country-specific approval and use regulations and manufacturer specifications shall be decisive.
- (6) Customary deviations, technical developments and minor changes in design, material, colour, dimensions, weight or execution shall remain permissible, provided that they do not materially impair the contractually intended function and are reasonable for the Buyer.

§ 4 Prices and Payment Terms

- (1) Unless otherwise agreed, the prices of Mittex Germany GmbH are stated in euros ex warehouse or ex works Karlsruhe plus statutory VAT. Packaging, shipping, freight, pallets, transport insurance, customs duties, import duties, public charges and other ancillary costs shall be charged separately unless expressly included in the price.
- (2) Unless a different payment term is stated in the invoice or order confirmation, invoices are due for payment immediately without deduction. Any discount for early payment requires an express agreement. In the case of agreed advance payment, the goods will be shipped or made available only after receipt of payment.
- (3) Payment shall be deemed made only when the amount has been finally credited to the account of Mittex Germany GmbH and Mittex Germany GmbH is able to dispose of it.
- (4) If the Buyer defaults on payment, Mittex Germany GmbH is entitled to claim statutory default interest, reminder costs and further damages caused by default. Further statutory rights remain unaffected.
- (5) In the event of default in payment, a material deterioration in the Buyer's financial situation or justified doubts regarding the Buyer's ability to pay, Mittex Germany GmbH may withhold outstanding deliveries, deliver only against advance payment, demand securities or withdraw from the contract after the unsuccessful expiry of a reasonable grace period.
- (6) The Buyer may exercise rights of set-off or retention only if its counterclaims are undisputed, have been finally and bindingly established by a court or have been acknowledged by Mittex Germany GmbH. A right of retention may also be exercised only if the counterclaim arises from the same contractual relationship.

§ 5 Delivery, Shipping and Passing of Risk

- (1) Deliveries are made, unless otherwise agreed, ex warehouse or ex works Karlsruhe. Mittex Germany GmbH determines the shipping method at its reasonable discretion, unless the Buyer specifies a particular shipping method and such shipping method is confirmed by Mittex Germany GmbH.
- (2) From a net order value of EUR 10,000.00, delivery within Germany may be

- made free of freight charges, provided that this is expressly confirmed in writing by Mittex Germany GmbH or stated in the order confirmation. Surcharges and additional costs for express deliveries, special trips, island deliveries, tail lifts, advance notification, waiting times, demurrage, reloading, repeated delivery attempts, special packaging or other special services shall be borne by the Buyer unless otherwise agreed. The passing of risk shall remain unaffected by delivery free of freight charges.
- (3) Delivery periods and delivery dates are binding only if they have been expressly confirmed in writing as binding by Mittex Germany GmbH. Non-binding delivery information is indicative only.
- (4) Delivery periods shall not commence before all technical, commercial and logistical details have been fully clarified, before agreed down payments or advance payments have been received and before the Buyer has provided its required cooperation in due time.
- (5) Events of force majeure and other circumstances not attributable to Mittex Germany GmbH shall extend delivery and performance periods for the duration of the disruption plus a reasonable restart period.
- (6) Partial deliveries and partial performance are permitted to the extent reasonable for the Buyer.
- (7) The risk of accidental loss and accidental deterioration passes to the Buyer at the latest upon handover of the goods to the forwarding agent, carrier, parcel service or any other person designated to carry out the shipment. This also applies if Mittex Germany GmbH bears shipping costs in whole or in part or, by way of exception, delivers free of freight charges.
- (8) Externally visible transport damage, short deliveries or packaging damage must be documented upon delivery with the transport service provider and reported to Mittex Germany GmbH in writing without undue delay. The statutory rights in respect of defects remain unaffected; the documentation serves to clarify damage and to secure possible claims against transport service providers or insurers.
- (9) In the event of collection or delayed collection, the Buyer shall bear the resulting costs and risks to the extent that the delay is attributable to the Buyer.
- (10) Transport insurance shall be taken out only at the express request of the Buyer and at the Buyer's expense.

§ 6 Retention of Title

- (1) The delivered goods remain the property of Mittex Germany GmbH until full payment of all present and future claims arising from the business relationship with the Buyer.
- (2) The Buyer shall treat the goods subject to retention of title with due care and shall notify Mittex Germany GmbH in writing without undue delay of any third-party access, in particular attachments, seizures or other impairments of the ownership of Mittex Germany GmbH.
- (3) The Buyer may resell goods subject to retention of title in the ordinary course of business as long as it duly fulfils its payment obligations towards Mittex Germany GmbH. Pledging, transfer by way of security or any other disposition impairing the ownership of Mittex Germany GmbH is not permitted.
- (4) The Buyer hereby assigns to Mittex Germany GmbH all claims arising from the resale of the goods subject to retention of title in the amount of the respective invoice value. Mittex Germany GmbH accepts the assignment. The Buyer remains revocably authorised to collect the claims.
- (5) Mittex Germany GmbH may demand that the Buyer disclose the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and notify the debtors of the assignment if the Buyer defaults on payment, suspends payments, an insolvency petition is filed or other justified security interests exist.
- (6) At the Buyer's request, Mittex Germany GmbH shall release securities of its own choice to the extent that their realisable value exceeds the secured claims by more than 20 percent.

§ 7 Installation and Technical Instructions

- (1) The goods may be installed, used, inspected and maintained only for their intended purpose, professionally and by qualified specialist personnel. In particular, the specifications of the vehicle, engine and component manufacturer, recognised rules of technology, repair data, torque values, filling quantities, oil types, refrigerant specifications, venting, flushing, cleaning and safety instructions as well as instructions provided or made accessible by Mittex Germany GmbH shall be decisive.
- (2) The Buyer shall inspect the goods without undue delay after receipt in accordance with the statutory inspection and notice obligations pursuant to Section 377 of the German Commercial Code (HGB). This applies in particular to transport damage, obvious defects, conformity with the order, correct version, completeness and compatibility. Before installation or commissioning, the goods must again be inspected for suitability and apparent defects. Goods that are obviously incorrect, damaged, incomplete or incompatible may not be installed or put into operation.
- (3) When replacing engine, air-conditioning, steering, hydraulic, compressed-air, brake, clutch, cooling or lubrication components, the cause of damage to the old part and the condition of the overall system must be inspected before installation. Required ancillary work must be carried out in accordance with the manufacturer's specifications.
- (4) The Buyer shall adequately document installation, maintenance, diagnosis, operating fluids used, filling quantities, measured values, error codes, mileage and any other circumstances material to a later inspection.
- (5) The goods are not intended for motorsport, performance enhancement, tuning, extreme loads, improper use or use outside the agreed specification unless expressly approved in writing.
- (6) Safety, warning, serial number, type, batch and manufacturer markings may not be removed, concealed, altered or supplemented in a misleading manner.

§ 8 Rights in Respect of Defects and Limitation Period

- (1) If the purchase is a commercial transaction for both parties, the Buyer's rights in respect of defects require that the Buyer duly fulfils its statutory inspection and notice obligations pursuant to Section 377 HGB.
- (2) The Buyer shall inspect the goods without undue delay after delivery to the extent feasible in the ordinary course of business. Obvious defects, incorrect deliveries, short deliveries and externally visible deviations must be notified in writing without undue delay. Hidden defects must be notified in writing without undue delay after discovery.
- (3) The notice of defects must include the complained-about goods, article number, invoice or delivery note, delivery date, specific description of the defect, operating conditions, vehicle or engine data and, where available, photographs,

test reports, diagnostic logs and installation documentation. General or non-verifiable complaints may delay the inspection.

(4) The Buyer shall give Mittex Germany GmbH the opportunity to inspect the goods and provide subsequent performance. At the request of Mittex Germany GmbH, the complained-about goods must be returned in proper packaging with the required documents or kept available for inspection.

(5) In the event of a justified and timely notice of defects, Mittex Germany GmbH shall, at its own discretion, provide subsequent performance by remedying the defect or delivering defect-free goods. Replaced parts shall become the property of Mittex Germany GmbH.

(6) Expenses for removal, installation, transport, travel, labour and materials shall be reimbursed only to the extent legally owed and only if the Buyer has previously given Mittex Germany GmbH a reasonable opportunity to inspect and provide subsequent performance, unless this was unreasonable for urgent reasons.

(7) If subsequent performance fails, is impossible or is unreasonable for the Buyer, the Buyer may, in accordance with the statutory provisions, reduce the purchase price or withdraw from the contract. In the case of insignificant defects, there is no right of withdrawal.

(8) Rights in respect of defects shall not exist for damage or deviations attributable to natural wear and tear, unsuitable or improper use, incorrect installation by the Buyer or third parties, failure to observe technical instructions, incorrect operating fluids, incorrect filling quantities, contamination, overload, tuning, accident, incorrect storage, unauthorised modifications, repairs, dismantling or use of unsuitable third-party parts, to the extent that Mittex Germany GmbH is not responsible for such circumstances.

(9) If the inspection shows that no defect exists or that the complaint is attributable to a circumstance for which Mittex Germany GmbH is not responsible, the Buyer may be obliged to reimburse reasonable inspection, handling, transport and return shipping costs, provided that the Buyer is responsible for the unjustified complaint.

(10) The limitation period for rights in respect of defects is 12 months from the passing of risk. This does not apply in cases of intent, gross negligence, injury to life, body or health, fraudulent concealment of a defect, assumption of a guarantee, claims under the German Product Liability Act, mandatory supplier recourse claims or other mandatory statutory longer limitation periods.

(11) If the Buyer resells the goods and is held liable by its customer due to a defect, the Buyer shall inform Mittex Germany GmbH in writing without undue delay and give Mittex Germany GmbH the opportunity to inspect, comment and provide subsequent performance. Mandatory statutory recourse rights remain unaffected.

§ 9 Returns

(1) For the prompt handling of complaints and returns, prior return authorisation or an RMA number may be required. The statutory rights in respect of defects of the Buyer remain unaffected.

(2) Returns must be packaged properly, safely for transport and in a manner appropriate for the product. The shipment must include, where available, the RMA number or return authorisation, defect description, invoice or delivery note, contact details and required technical documents.

(3) Freight collect returns will be accepted only if Mittex Germany GmbH has confirmed this in writing in advance or if the assumption of costs is mandatory by law.

(4) There is no entitlement to the return of non-defective goods. If Mittex Germany GmbH agrees to a voluntary return, it may make such return conditional in particular on the goods being undamaged, unused, fully marked and properly packaged.

(5) Custom-made products, customer-specific configured products, specially procured articles, used goods, previously installed goods and goods with damaged or missing markings are excluded from voluntary return unless Mittex Germany GmbH expressly agrees otherwise.

(6) In the case of voluntary return of non-defective goods, reasonable handling, inspection, packaging and restocking costs as well as reductions in value may be charged or deducted from the credit amount.

§ 10 Guarantee

(1) The statutory rights in respect of defects of the Buyer are governed by Section 8 of these GTC. Rights in respect of defects become time-barred in accordance with these GTC generally 12 months from the passing of risk.

§ 11 Liability

(1) Mittex Germany GmbH is liable without limitation in cases of intent and gross negligence, fraudulent concealment, culpable injury to life, body or health, assumption of a guarantee or agreed quality, and under the German Product Liability Act.

(2) In the case of simple negligence, Mittex Germany GmbH is liable only for the breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the Buyer may regularly rely. In this case, liability is limited to the foreseeable damage typical for the contract at the time the contract was concluded.

(3) In all other respects, liability of Mittex Germany GmbH is excluded. This applies in particular to indirect damage, consequential damage, loss of profit, production downtime, loss of use, business interruption and other financial losses, unless such damage is recoverable under the preceding paragraphs.

(4) The preceding limitations of liability also apply in favour of the legal representatives, employees and vicarious agents of Mittex Germany GmbH.

§ 12 Product Safety, Market Surveillance and Recall

(1) The Buyer is obliged to use, store, install, inspect and pass on the goods exclusively for their intended purpose, professionally and in accordance with the technical information, installation instructions, safety information and product documents supplied or made accessible.

(2) Markings, warnings, batch, serial number, type and manufacturer details may not be removed, concealed, altered or supplemented in a misleading manner.

(3) Complaints, indications of possible series defects or other safety-related complaints must be reported to Mittex Germany GmbH in writing without undue delay. The Buyer shall provide the information required for inspection, in particular affected goods, batches and delivery data, to the extent legally permissible.

(4) Costs, damage and expenses resulting from changes attributable to the Buyer, incorrect storage, improper use, incorrect information, improper passing on or failure to observe technical instructions shall be borne by the Buyer in accordance with the statutory provisions.

§ 13 Used Oil, Packaging and Environmental Obligations

(1) The Buyer is responsible for the proper storage, handling and return of the goods. Returns must be packaged and secured in such a way that no damage,

leaking fluids or hazardous contamination occurs. Mandatory statutory take-back and disposal obligations remain unaffected.

§ 14 Export, Customs and International Deliveries

(1) The Buyer undertakes to comply with all applicable export control, customs, foreign trade, sanctions, embargo and re-export regulations. This applies in particular to export, transfer, transit, onward delivery, re-export, use and provision of the goods to third parties.

(2) The Buyer is responsible, at its own expense, for obtaining all necessary approvals, licences, export and customs documents and other official documents required for export, import, transit, resale or use of the goods.

(3) The Buyer undertakes to require its customers and other recipients to comply accordingly with the applicable export control, customs, sanctions, embargo and re-export regulations and to inform them of the need to comply with such regulations.

(4) Mittex Germany GmbH is entitled to suspend or refuse deliveries or to withdraw from the contract if legal export, customs or sanctions risks exist, required approvals are missing or the Buyer does not provide required information in due time.

§ 15 Data Protection

(1) Mittex Germany GmbH processes personal data in accordance with the applicable data protection regulations and its privacy notices. The privacy notices are not part of these GTC but contain supplementary information on data processing.

§ 16 Place of Performance and Jurisdiction

(1) Unless otherwise agreed, the place of performance for deliveries, services and payments is the registered office of Mittex Germany GmbH in Karlsruhe.

(2) All contractual and pre-contractual legal relationships shall be governed exclusively by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Karlsruhe, to the extent legally permissible. Mittex Germany GmbH is, however, entitled to sue the Buyer also at the Buyer's general place of jurisdiction or at any other legally permissible place of jurisdiction.

§ 17 Final Provisions

(1) Legally relevant declarations and notices of the Buyer, in particular notices of defects, declarations of withdrawal, setting of deadlines or terminations, must be made in written form unless a stricter form is prescribed by law.

(2) Amendments and supplements to these GTC for a specific contract require a written agreement unless a stricter form is prescribed by law. The precedence of individual agreements remains unaffected.

(3) If individual provisions of these GTC are or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision.