



Brewforce Brautechnik GmbH

Brewforce Brautechnik GmbH • Holtweg 40 • 41379 Brüggen-Bracht

General Terms and Conditions (GTC)

BREWFORCE Brautechnik GmbH

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Version: 06/2026

§1 Scope of Application

1. These General Terms and Conditions shall apply to all deliveries, services and offers of BREWFORCE Brautechnik GmbH (hereinafter referred to as the "Seller").
2. These General Terms and Conditions shall apply exclusively to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law.
3. Conflicting, deviating or supplementary terms and conditions of the Customer shall not apply, even if not expressly rejected. They shall only become part of the contract if the Seller has expressly agreed to their validity in writing.
4. Individual agreements concluded with the Customer shall take precedence over these General Terms and Conditions.

§2 Offers and Conclusion of Contract

1. Offers made by the Seller are non-binding and subject to change without notice.
2. Information relating to dimensions, weights, illustrations, drawings, technical data, performance descriptions and other specifications shall not constitute guaranteed characteristics unless expressly confirmed in writing as binding.
3. A contract shall only come into existence upon the Seller's written order confirmation or upon execution of the delivery or service.
4. All documents, drawings, calculations, illustrations, catalogues, price lists and other documentation are protected by copyright. They may not be disclosed to third parties without the Seller's prior written consent.

Brewforce Brautechnik GmbH
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Amtsgericht - Registergericht
Krefeld
HRB 14232
USt-IdNr.: DE 279747232

Bankverbindung:
Commerzbank AG, Mönchengladbach
Kto.Nr.: 570739300
BLZ: 310 400 15
IBAN: DE42310400150570739300
BIC: COBADEFFXXX



§3 Prices and Terms of Payment

1. All prices are quoted ex works (EXW Incoterms® 2020), excluding packaging, transport, insurance, customs duties, import charges and applicable value-added tax.
2. Invoices shall be payable immediately without deduction unless otherwise agreed in writing.
3. The Seller shall be entitled to request advance payments or appropriate security.
4. Set-off or retention rights shall only be permitted with undisputed or legally established claims.
5. In the case of delivery periods exceeding four months, the Seller shall be entitled to adjust prices due to increases in material, raw material, energy, labour, exchange rate, freight or transportation costs. If the price increase exceeds 10% of the originally agreed price, the Customer shall be entitled to withdraw from the contract.
6. Payments must be made exclusively from a bank account held in the name of the Customer.
7. Payments made by third parties, intermediaries or any persons or entities that are not contractual parties require the Seller's prior express written approval.
8. The Seller shall be entitled to request additional information regarding the payer, the beneficial owner and the origin of funds.
9. If justified doubts exist regarding the origin of funds or compliance with anti-money laundering regulations, sanctions or other compliance requirements, the Seller shall be entitled to suspend performance or withdraw from the contract.

§4 Delivery, Delivery Time and Force Majeure

1. Delivery dates and delivery periods shall only be binding if expressly confirmed in writing.
2. Delivery obligations are subject to correct and timely self-supply.
3. Force majeure and other unforeseeable events beyond the Seller's reasonable control, including but not limited to natural disasters, pandemics, epidemics, strikes, energy crises, shortages of raw materials, cyber-attacks, hacker attacks, war, terrorism, embargoes, governmental measures, transport disruptions or other operational disturbances, shall release the Seller from its obligations for the duration and extent of such events.
4. Delivery periods shall be extended accordingly.
5. If such event lasts longer than three months, either party shall be entitled to withdraw from the contract with respect to the unperformed part thereof.
6. Claims for damages resulting from such events shall be excluded to the extent permitted by law.



7. Partial deliveries shall be permissible insofar as they are reasonable for the Customer.

§5 Shipment and Transfer of Risk

1. The place of performance for all deliveries and services shall be Brüggen-Bracht, Germany.
2. The risk shall pass to the Customer at the latest upon handover of the goods to the freight forwarder, carrier or other transport company. This shall also apply if partial deliveries are made or if the Seller has assumed additional obligations.
3. If shipment is delayed for reasons attributable to the Customer, the risk shall pass to the Customer upon notification of readiness for dispatch.
4. The method of shipment, packaging and means of transport shall be selected at the Seller's reasonable discretion.
5. Transport insurance shall only be arranged upon the Customer's express request and at the Customer's expense.
6. Declarations, documents and communications may be transmitted in text form, in particular by e-mail.

§6 Retention of Title

1. The delivered goods shall remain the property of the Seller until full payment of all present and future claims arising from the business relationship has been received.
2. The Customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business.
3. The Customer hereby assigns to the Seller, by way of security, all claims arising from such resale. The Seller accepts the assignment.
4. Any processing or transformation of the goods subject to retention of title shall always be carried out on behalf of the Seller without creating any obligations for the Seller.
5. The Customer shall remain authorized to collect assigned claims. The Seller may revoke such authorization if the Customer fails to meet its payment obligations properly.
6. In the event of default in payment or any other breach of contract, the Seller shall be entitled to repossess the goods. Further rights and remedies shall remain unaffected.
7. The Customer shall immediately notify the Seller in writing of any third-party access to the goods subject to retention of title, in particular seizures or attachments.



§7 Warranty

1. The Customer shall inspect the goods immediately upon receipt and notify the Seller in writing of any obvious defects no later than five business days after receipt. Hidden defects shall be reported immediately after discovery.
2. Failure to give timely notice shall constitute acceptance of the goods unless the defect was fraudulently concealed.
3. The Seller shall be entitled, at its discretion, to remedy the defect or provide replacement goods.
4. If supplementary performance finally fails or is unreasonable, the Customer may reduce the purchase price or withdraw from the contract in accordance with statutory provisions.
5. Warranty claims shall not apply in particular in cases of normal wear and tear, improper use, incorrect installation, insufficient maintenance, unsuitable operating conditions or unauthorized modifications or repairs carried out by the Customer or third parties.
6. The Customer shall be solely responsible for verifying the suitability of the goods for the intended purpose.
7. Claims for material defects shall become time-barred twelve months after transfer of risk.
8. This limitation period shall not apply in cases of intent, gross negligence, fraudulent concealment of defects, injury to life, body or health or where liability is mandatory by law.
9. Recourse claims pursuant to Sections 445a and 445b German Civil Code (BGB) shall only exist insofar as the Customer has not agreed with its own purchaser on warranty rights exceeding the statutory provisions.

§8 Intellectual Property Rights

1. If justified third-party intellectual property claims are asserted within the European Union with respect to the delivered goods, the Seller shall, at its own discretion and expense, obtain a right of use, modify the goods or replace the goods.
2. Any further claims of the Customer shall be governed exclusively by the provisions of Section 9 of these General Terms and Conditions.

§9 Liability

1. The Seller shall be liable in cases of intent and gross negligence.
2. In cases of ordinary negligence, the Seller shall only be liable for breaches of essential contractual obligations. Essential contractual obligations are those whose fulfilment



is indispensable for the proper execution of the contract and on whose compliance the Customer may regularly rely.

3. In cases of ordinary negligence, liability shall be limited to foreseeable damages typical for the contract.
4. To the extent permitted by law, claims arising from production losses, business interruptions, loss of profits, indirect damages, consequential damages, data losses or other financial losses shall be excluded.
5. To the extent permitted by law, liability shall be limited to the foreseeable damage typical for the contract, but in any event to the net value of the respective order.
6. The above limitations of liability shall not apply in cases of intent, gross negligence, injury to life, body or health, fraudulent concealment of defects or mandatory statutory liability.

§10 Compliance, Export Controls and Sanctions

1. The Customer undertakes to comply with all applicable export control, foreign trade, sanctions, anti-corruption and anti-money laundering laws and regulations.
2. Upon the Seller's request, the Customer shall provide an End-Use Certificate (EUC) and all documents and information required for verification within ten business days.
3. In particular, the Customer shall, upon request, provide information regarding the end user, intended use, installation site, serial numbers, destination country and any other information required for export control purposes.
4. The Customer shall be responsible for obtaining all import permits, approvals, taxes, duties and customs charges in the destination country.
5. If there is a risk that the Seller may violate export control regulations, embargoes, sanctions or other foreign trade laws by performing the contract, the Seller shall be entitled to suspend performance, terminate the contract without notice or withdraw from the contract. Any costs and expenses already incurred shall be reimbursed by the Customer.
6. In accordance with Article 12g of Regulation (EU) No. 833/2014 and all applicable sanctions regulations, the Customer undertakes:

a) not to sell, export or re-export, directly or indirectly, any goods supplied by the Seller to Russia or Belarus or for use in Russia or Belarus;

b) to take appropriate measures to ensure compliance with this obligation by downstream business partners;

c) to establish and maintain adequate monitoring mechanisms;



d) to notify the Seller immediately of any violations or suspected violations;

e) to provide the Seller with all information necessary for verification purposes.

7. Any violation of paragraph (6) shall constitute a material breach of contract.
8. In such case, the Seller shall be entitled to suspend further deliveries or terminate the contract with immediate effect.
9. The Customer shall be liable for all damages, losses, fines, costs, expenses and third-party claims and shall indemnify and hold harmless the Seller against all such claims.
10. In the event of a violation of paragraph (6), the Seller shall be entitled to claim a contractual penalty amounting to 20% of the net order value, but at least EUR 1,000. Any further claims for damages shall remain unaffected. Any contractual penalty paid shall be credited against any damages claim.
11. The Seller shall be entitled to request appropriate evidence and documentation and to conduct reasonable compliance inspections or audits itself or through third parties.
12. Neither the Customer, nor the end user, nor any other persons or entities involved in the transaction may be subject to applicable sanctions or embargoes.

§11 Creditworthiness and Default of Acceptance

1. If circumstances become known to the Seller after conclusion of the contract that are likely to materially impair the Customer's creditworthiness or ability to pay, the Seller shall be entitled to make outstanding deliveries or services dependent upon advance payment or the provision of adequate security.
2. If the Customer fails to provide such advance payment or security within a reasonable period, the Seller shall be entitled to withdraw from the contract and claim damages in accordance with statutory provisions.
3. If the Customer defaults in accepting the goods or otherwise breaches duties to cooperate, the Seller shall be entitled to store the goods at the Customer's risk and expense.
4. The Seller shall be entitled to charge the Customer for storage costs, insurance premiums and any additional expenses incurred thereby.
5. Further statutory rights and remedies of the Seller shall remain unaffected.

§12 Returns

1. Properly delivered and defect-free goods shall only be accepted for return with the Seller's prior express written consent. The Customer shall have no right to return goods.



2. Custom-made products, customer-specific procurements, electrical or electronic components, wear parts, opened packages and used or damaged goods shall be excluded from return.
3. Any return is subject to the goods being unused, in perfect condition and suitable for resale and being returned to the Seller at the Customer's cost and risk.
4. The Seller shall be entitled to charge a restocking and handling fee amounting to at least 20% of the net value of the goods, but not less than EUR 50.00. Additional costs, particularly inspection, packaging, cleaning, transportation or disposal costs, remain reserved.
5. Credit notes shall only be issued after receipt and successful inspection of the returned goods. Reimbursement shall be made exclusively by way of credit note or, at the Seller's discretion, by refund.
6. Returns made without the Seller's prior consent may be rejected or returned at the Customer's expense.

§13 Confidentiality

1. All technical, commercial and other information, documents, drawings, calculations, specifications, price lists, documentation and other data provided to the Customer shall be treated as confidential.
2. Such information may only be disclosed to third parties with the Seller's prior written consent unless disclosure is required by law.
3. The confidentiality obligation shall survive termination of the contractual relationship.
4. Employees, agents and other third parties having access to confidential information shall be bound accordingly.

§14 Jurisdiction and Applicable Law

1. To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the Seller's registered office.
2. However, the Seller shall also be entitled to bring legal action against the Customer at the Customer's general place of jurisdiction or at the place of performance of the contractual obligations.
3. The laws of the Federal Republic of Germany shall apply exclusively.
4. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.



§15 Severability Clause

Should any provision of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

In place of the invalid or unenforceable provision, such valid provision shall be deemed agreed as comes closest to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of any contractual gaps.

§16 Data Protection

1. The Seller processes personal data exclusively in accordance with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
2. Further information regarding the processing of personal data can be found in the Seller's Privacy Policy.

§17 Final Provisions

1. Amendments and supplements to contracts as well as to these General Terms and Conditions shall require at least text form. This shall also apply to any waiver or amendment of this form requirement.
2. Declarations, notices and other communications may be made in text form, in particular by e-mail.
3. The Customer may transfer rights and obligations arising from the contractual relationship only with the Seller's prior written consent.
4. The Seller shall be entitled to assign rights and obligations arising from the contractual relationship to affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG).
5. The German version of these General Terms and Conditions shall be exclusively authoritative for interpretation purposes. Any translations are provided for information purposes only.