

General Terms and Conditions of Sale and Delivery

Terms of Sale

Version 1.1 | 28 September 2026

For contracts with business customers only (B2B); not applicable to consumers.

1. Scope and order of precedence

- 1.1** These General Terms and Conditions of Sale and Delivery (Terms of Sale) apply to all quotations, deliveries and services of pbs GmbH to entrepreneurs/business customers, legal entities under public law and special funds under public law. They do not apply to consumers.
- 1.2** Any deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if pbs GmbH has expressly agreed to their application in text form. This also applies if pbs performs without reservation while being aware of such terms.
- 1.3** Individual agreements and expressly agreed specifications take precedence over these Terms of Sale. In the event of contradictions, the following order shall apply: individual agreement, pbs order confirmation, expressly incorporated technical specification/drawing, these Terms of Sale.

2. Quotations, conclusion of contract and scope of supply

- 2.1** Quotations issued by pbs are non-binding unless expressly stated to be binding. A contract is concluded by pbs order confirmation, execution of the order or another unequivocal declaration of acceptance.
- 2.2** The type and scope of supply are determined by the order confirmation and the documents expressly referred to therein. Information in catalogues, brochures, websites, drawings or technical documents is binding only if expressly incorporated into the contract.
- 2.3** Guarantees as to quality or durability are only assumed if expressly designated as a "guarantee" and confirmed in text form.
- 2.4** Technical modifications remain permissible insofar as they result from technical development, do not materially impair the agreed function and usability and are reasonable for the customer.

3. Customer specifications, drawings and custom-made products

- 3.1** Where products are manufactured according to drawings, samples, data, material requirements, tolerances or other specifications supplied by the customer, the customer is responsible for their accuracy, completeness and suitability for the intended use unless pbs has expressly undertaken the corresponding design or verification responsibility.
- 3.2** pbs will, where reasonably possible, point out obvious inconsistencies. No further duty to verify applies unless expressly agreed or required by mandatory law.
- 3.3** For customer-specific machine knives, punching parts, special tools, components and special-purpose machinery, technically unavoidable and customary deviations are permissible provided that agreed tolerances and the contractually required function are maintained.
- 3.4** Customer-specific manufactured or specially sourced products are not standard stock items and are subject to the special return provisions in Clause 10.

4. Prices and payment

- 4.1** Unless otherwise agreed, prices are net ex works plus statutory VAT and any packaging, shipping, freight, customs and other ancillary costs.
- 4.2** Invoices are due within the agreed payment period without deduction. Cash discounts apply only if expressly agreed.
- 4.3** In the event of late payment, the statutory consequences of default apply. pbs may claim further loss caused by default where permitted by law.
- 4.4** The customer may set off only undisputed counterclaims, counterclaims established by final judgment or acknowledged by pbs. Rights of retention may only be exercised in respect of claims arising from the same contractual relationship.

- 4.5** If circumstances become known after conclusion of the contract which give justified reason to doubt the customer's creditworthiness, pbs may, subject to the statutory requirements, make outstanding performance conditional upon advance payment or adequate security.

5. Delivery periods, delay and force majeure

- 5.1** Delivery dates and periods are binding only if expressly agreed as binding. A delivery period starts only once all technical and commercial matters necessary for performance have been clarified and the customer has fulfilled all agreed cooperation duties.
- 5.2** pbs is liable for delay in accordance with statutory law, subject to the liability provisions of these Terms of Sale.
- 5.3** Events of force majeure or other events beyond pbs reasonable control, including governmental measures, industrial disputes, substantial operational, energy, IT, cyber, transport or supply-chain disruptions and delayed upstream supply despite timely and congruent procurement, shall extend delivery periods appropriately to the extent that pbs is actually prevented from performing. pbs will inform the customer without undue delay of material delays.
- 5.4** If an impediment is not merely temporary, rights of termination and other remedies are governed by statutory law.
- 5.5** Partial deliveries are permitted insofar as they are reasonable for the customer.

6. Delivery, shipment, transfer of risk and Incoterms

- 6.1** The place of performance for deliveries is the registered office of pbs GmbH unless expressly agreed otherwise.
- 6.2** For sales involving carriage, risk passes in accordance with statutory law upon handover to the carrier, freight forwarder or other third party designated to perform shipment, unless a different delivery term has been agreed.
- 6.3** Where Incoterms are agreed, the specifically agreed Incoterms® 2020 rule of the International Chamber of Commerce shall apply.
- 6.4** Packaging and shipment are carried out at pbs reasonable discretion unless special requirements have been agreed.

7. Customer cooperation, installation, commissioning and site requirements

- 7.1** **Where pbs performs assembly, installation, commissioning, instruction or service work, the customer shall timely provide at its own expense all agreed site requirements, including suitable access, installation space, utilities, energy supply, network/IT access, safety conditions and necessary auxiliary equipment.**
- 7.2** Delays and additional expenses caused by missing, late or defective cooperation by the customer shall extend agreed deadlines appropriately and may be charged separately subject to statutory law.
- 7.3** Performance and throughput figures for machinery apply only to the expressly agreed products, materials, environmental conditions and feeding situations. Changes to these parameters may affect performance.
- 7.4** The customer is responsible for integration of the supplied machine into its overall installation and for any required conformity assessment of the complete installation unless pbs has expressly undertaken responsibility for the complete installation.

8. Inspection and notice of defects

- 8.1** Where the transaction is a commercial transaction for both parties, the inspection and notification duties under Section 377 of the German Commercial Code (HGB) apply. The customer shall inspect the goods without undue delay after delivery insofar as this is feasible in the ordinary course of business and shall notify apparent defects without undue delay. Hidden defects shall be notified without undue delay after discovery.
- 8.2** The notice should describe the defect specifically and, where reasonable, include photographs, measurements, drawings, batch/article information or other information enabling assessment.
- 8.3** Timely dispatch of a proper notice is sufficient to preserve statutory rights; mandatory law remains unaffected.

9. Defect remedies and cure

- 9.1** In the event of a material or legal defect, the customer has the statutory defect remedies subject to these Terms of Sale.
- 9.2** The customer may request cure in accordance with statutory law. pbs may refuse the type of cure chosen by the customer where statutory conditions are met, in particular where it would involve disproportionate cost, and may refer the customer to the other legally permissible type of cure.

- 9.3 The customer shall give pbs the time and opportunity reasonably required for inspection and cure and shall make the complained-of goods available for examination upon request. In the event of replacement delivery, pbs shall take back the replaced defective goods in accordance with statutory law.
- 9.4 Termination, price reduction or damages in lieu of performance are subject to the statutory requirements. In particular, pbs must generally be given an opportunity to cure unless setting a deadline or cure is legally dispensable.
- 9.5 Where a notified defect is remedied within a reasonable period by proper repair or delivery of conforming replacement goods, that remedied defect alone does not entitle the customer to return the now conforming goods or unwind the contract without any further statutory basis.
- 9.6 In the event of an unjustified complaint, pbs may claim demonstrably necessary inspection and transport costs if the customer knew or negligently failed to recognise that no defect existed.
- 9.7 Defect claims do not apply to the extent the cause is normal wear and tear, improper use, unsuitable operating conditions, incorrect installation or modification by the customer/third parties, or failure to observe technical instructions and pbs is not responsible for such cause.

10. Return of non-defective goods

- 10.1 **There is no general contractual right to return or cancel an order for non-defective goods in B2B transactions.**
- 10.2 Any return of non-defective goods requires pbs prior express consent. Mere acceptance of returned goods does not constitute consent to rescission of the contract or acknowledgement of a defect.
- 10.3 Customer-specific manufactured, modified, marked or specially sourced goods - in particular machine knives, punching parts, special tools and special components - are generally excluded from voluntary return.
- 10.4 If pbs agrees as a gesture of goodwill to accept non-defective standard goods, the return conditions, including condition of the goods, return costs and any reasonable handling/restocking charge, shall be agreed in advance.

11. Acceptance of machinery, installation and work-type services

- 11.1 Where acceptance is required by the nature of the contract or by express agreement, the statutory acceptance rules apply. The customer may not refuse acceptance due to immaterial defects.
- 11.2 Upon completion, pbs may request acceptance by setting a reasonable deadline. The statutory consequences of failing to declare acceptance or of refusing acceptance without sufficiently identifying a defect remain unaffected.
- 11.3 Where a jointly agreed acceptance test is provided for, the written test criteria agreed for that purpose shall be decisive. Performance characteristics not agreed are not acceptance criteria.
- 11.4 Commencement of production or intended use before formal acceptance may be taken into account as an indication of readiness for acceptance; mandatory statutory law remains unaffected.

12. Software, data and technical documentation

- 12.1 Where software forms part of the delivery and nothing else has been agreed, the customer receives a simple, non-exclusive right, limited to the useful life of the product, to use the software solely together with the supplied product and for the contractually intended purpose.
- 12.2 Source code, development documentation and editable design files are owed only if expressly agreed.
- 12.3 pbs retains ownership, copyright and other intellectual property rights in quotations, drawings, CAD data, programs, concepts and other documents. Disclosure to third parties is permitted only insofar as required for contractual use or expressly authorised.

13. Limitation periods for defect claims

- 13.1 **Defect claims under sales contracts become time-barred, to the extent legally permissible, twelve months after delivery. For contracts for work and services, the limitation period begins upon acceptance.**
- 13.2 This reduction does not apply in cases of intent or gross negligence, injury to life, body or health, fraudulent concealment of a defect, an assumed guarantee, mandatory statutory longer limitation periods or mandatory statutory recourse claims within the supply chain.
- 13.3 Different provisions may be agreed individually for used goods.

14. Liability

- 14.1** pbs is liable without limitation in cases of intent and gross negligence and for damage arising from injury to life, body or health.
- 14.2** In cases of ordinary negligence, pbs is liable only for breach of a material contractual obligation; in such cases liability is limited to the loss foreseeable and typical for the contract at the time of conclusion. Material contractual obligations are obligations whose performance is essential for proper performance of the contract and on whose compliance the customer may regularly rely.
- 14.3** Otherwise, liability for ordinary negligence is excluded.
- 14.4** The limitations of liability apply correspondingly to corporate bodies, legal representatives, employees and vicarious agents of pbs.
- 14.5** Mandatory statutory liability, in particular under product liability law, and claims arising from expressly assumed guarantees remain unaffected.

15. Retention of title

- 15.1** pbs retains title to delivered goods until full payment of all present and future claims arising from the ongoing business relationship.
- 15.2** The customer may resell and process goods subject to retention of title in the ordinary course of business. Claims arising from resale are assigned to pbs by way of security in the amount of the invoice value of the reserved goods; pbs accepts the assignment.
- 15.3** Processing or transformation is carried out for pbs as manufacturer without creating obligations for pbs. In the event of combination or mixing, pbs acquires co-ownership in proportion to values to the extent legally permissible.
- 15.4** If the realisable value of the securities sustainably exceeds the secured claims by more than 10%, pbs shall release securities of its choice upon request.

16. Intellectual property rights and confidentiality

- 16.1** The customer is responsible for third-party rights in drawings, trademarks, designs or other specifications provided by it. The customer shall indemnify pbs against justified third-party claims insofar as the infringement results exclusively from such customer specifications and pbs is not responsible for it.
- 16.2** Non-public technical and commercial information of either party shall be treated as confidential and used only for performance of the contract. Statutory disclosure duties remain unaffected.

17. Export control, sanctions and legal requirements

- 17.1** Each party shall comply with the export control, sanctions, customs and foreign trade laws applicable to it.
- 17.2** **Before conclusion of the contract, the customer shall inform pbs of any special statutory, regulatory or standards-related requirements for the intended application insofar as these are not apparent from the expressly agreed intended use.**
- 17.3** pbs is not obliged to perform to the extent performance would violate directly applicable statutory prohibitions or official orders.

18. Governing law and jurisdiction

- 18.1** All legal relationships between pbs and the customer are governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict-of-laws rules.
- 18.2** The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 18.3** If the customer is a merchant, legal entity under public law or special fund under public law, the courts of Stuttgart, Germany shall - to the extent legally permissible - have exclusive jurisdiction over all disputes arising out of or in connection with the contractual relationship. pbs remains entitled to sue the customer at the customer's general place of jurisdiction.

19. Final provisions

- 19.1** If any provision of these Terms of Sale is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions shall not be affected. Statutory provisions shall apply in place of the invalid or unenforceable provision.

19.2 Amendments and supplements should be documented in text form for evidentiary purposes. Individual agreements remain unaffected.

19.3 If these Terms are additionally provided in another language, the German-language version shall prevail in the event of any discrepancy or difference in interpretation.

Note: This version is designed for B2B use. Before company-wide first use, it should be reviewed once by German counsel experienced in commercial and distribution law against pbs actual contracting and operational practice.