



§ 1 Validity of the Conditions

1. All deliveries, services and offers of Max Krüger to entrepreneurs are exclusively subject to these Terms of Sale. These shall also apply for all future business relationships, even if they are not expressly agreed on again. In any case upon the acceptance of the goods or services by the Customer shall these Terms be deemed to have been accepted.
2. Max Krüger shall not accept any conditions of the Customer that contradict or differ from these Terms of Sale, unless their validity is expressly confirmed by Max Krüger in writing. The Terms of Sale of Max Krüger and the rejection of conditions that deviate from or contradict them shall also apply if Max Krüger effects supplies or services without reservation when aware of contradictory or deviating conditions of the Customer.

§ 2 Offer and conclusion of contract

1. Max Krüger's offers are subject to confirmation unless expressly provided otherwise in writing therein. Binding offers are binding upon Max Krüger for two weeks. Max Krüger may accept the customer's offers within a period of two weeks from their being issued.
2. Declarations of acceptance, orders, order confirmations and any other statements of intent to enter into a contract as well as ancillary agreements, addenda and amendments must be in writing. The delivery note or invoice shall also be deemed a declaration of acceptance or order confirmation upon execution of the order by Max Krüger within the acceptance period.

§ 3 Prices

1. The prices specified in the contractual declaration of Max Krüger shall apply. Unless expressly agreed otherwise in writing, they shall be deemed to be plus VAT in the applicable statutory amount, duties and other statutory taxes and levies and packaging costs. If the parties to the contract do not agree upon individual prices, the price lists of Max Krüger applicable at the time of ordering shall apply.
2. All prices specified shall apply ex works Moschheim (EXW Incoterms 2010) unless expressly agreed otherwise in writing.
3. Remuneration for additional services shall similarly be governed by the price lists of Max Krüger valid at the time of ordering.

§ 4 Transfer of risk

1. Unless express agreement to the contrary is reached in writing, delivery is agreed ex works Moschheim (EXW Incoterms 2010).
2. If the Customer wishes, Max Krüger will cover the delivery by transport insurance, the costs of which shall be borne by the Customer.

§ 5 Delivery, impediments to performance, partial deliveries, delays

1. The scope of delivery will be determined by the contractual declarations submitted in writing.
2. Max Krüger is entitled to exceed or fall short of the contractually agreed quantities by 10%. The quantity actually delivered is to be remunerated.
3. Specimens, samples and images are only approximately authoritative. All information concerning weight, content, dimensions and the like are to be regarded as averages. Drawings, illustrations, dimensions and weights are only binding if they have been expressly agreed in writing. Unless limits are explicitly set for permissible deviations, production-related deviations or those subject to technical advances are permitted within the manner common for this sector of industry. Identical color hues cannot be assured due to the natural variations of the materials used.
4. We reserve the right to make technical modifications that are due to technological improvements or legislative or standardsetting requirements during the delivery period, provided that the delivery item is not substantially changed and the modifications are reasonably acceptable for the Customer.
5. Both time for delivery and for execution are approximate and non-binding. Agreements on binding delivery dates must be in writing and must expressly designate the dates as binding.
6. Partial deliveries and their separate invoicing shall be permitted and may not be rejected by the Customer if the remainder of the order is still to be delivered or the partial delivery is not without interest for the Customer.
7. The fulfillment of agreed time for delivery requires the timely receipt of all documents to be supplied by the Customer (e.g., templates), requisite authorizations, information and approvals as well as the Customer's compliance with the stipulated terms of payment. If these conditions are not

- fulfilled in due time, the deadlines shall be extended appropriately; this shall not apply if Max Krüger is responsible for the delay.
8. Delivery and performance delays due to force majeure and due to events that materially hinder or completely prevent Max Krüger from delivery or performance of the service - including subsequently occurring material procurement difficulties, equipment failure, strike, lockout, shortage of staff, lack of transportation, administrative orders, mobilization, war, riots, etc. - shall not be the responsibility of Max Krüger, even if they occur at pre-suppliers, their sub-suppliers or sub-contractors, including in the event of deadlines and dates agreed upon with binding effect. In the event of such delays, Max Krüger is entitled to delay the delivery or performance by the duration of the hindrance plus a reasonable start-up time, or to withdraw from all or part of the contract due to the not yet fulfilled portion. This shall also apply if such events arise during a delay that has already occurred. Max Krüger must immediately notify the Customer of such hindrances.
If the hindrance lasts longer than three months, the Customer is entitled to withdraw from the contract with regard to the not yet fulfilled portion after the extension of a reasonable grace period in writing to the exclusion of all other rights.
 9. Max Krüger shall only be deemed to be in default based on a warning notice if it is submitted in writing. A period for subsequent remedy must be reasonable. When in doubt, a grace period of at least four weeks shall be deemed reasonable. The setting of a period for performance must be in writing.
 10. If Max Krüger is responsible for failure to meet the delivery time, any claim for compensation shall be limited to 0.5% for each full week of delay in the case of ordinary negligence and if the default is not due to the breach of a material contractual obligation, not however to exceed 5% of the invoice value of the late delivery delivery.

§ 6 Returns of accepted deliveries

The manufacturer, Max Krüger, producer of food packaging made of stoneware, hereby expressly states that deliveries that have already been accepted are, in principle, excluded from return. Returns based on statutory warranty claims or valid complaints are excluded from this exclusion.

§ 7 Terms of payment, set-off, right of retention

1. Unless expressly agreed otherwise in writing, payments are to be made within 30 days of the invoice date net cash. This also applies to admissible partial deliveries. A discount is permitted only if it has been expressly agreed in writing. An agreed discount on new invoices is not permitted if payment for older invoices is still outstanding.
2. Bills of exchange and accepted bills will not be accepted.
3. Deviating arrangements regarding payments, due dates and discounts must be in writing.
4. If the Customer is in default of payment, Max Krüger is entitled, without prejudice to other rights, to make further deliveries to the Customer only after prepayment.
5. In the event of non-payment of direct debits or checks due to the Customer's fault, default of payment occurs immediately. Max Krüger is entitled - without prejudice to the assertion of further damages - to charge an amount of EUR 20.00 per nonpayment due to the Customer's fault. The Customer is entitled to prove that no damage occurred at all, or substantially less than the flat fee.
6. The Customer may only offset its own claims if these claims are undisputed or legally established. The same applies to the exercise of retention rights, unless the right of retention is due to intentional or grossly negligent breach of contract by Max Krüger. The Customer may also only assert a right of retention to the extent that its rights are based on the same contract as the claims of Max Krüger against which the Customer is asserting the specified rights.

§ 8 Warranty

1. Statutory provisions shall apply for notices of defects, particularly Secs. 377, 378 German Commercial Code (HGB). In other respects, notice of obvious defects must be given immediately.
2. In addition to the customary duties of examination, prior to and during any processing or filling, the removal of defective delivery items is to be

General Terms and Conditions of Sale

(As of 17.04.2025)



- ensured by appropriate continual short-term controls and the installation of appropriate equipment.
3. Max Krüger gives no warranty that the goods supplied are suitable for the Customer's particular purpose as envisaged, unless these purposes have been made content of the agreement through express arrangements in writing. This applies in particular to the compatibility of the product with the contents to be filled.
 4. Guarantees concerning properties of the goods or service must be in writing. Information in advertising brochures is nonbinding and does not form the basis of any guarantees.
 5. Deviations in quality do not constitute defects of the goods, provided they do not materially impair the use of the delivery item for the contractually stipulated purpose when properly used or processed. Max Krüger does not guarantee that deliveries will be absolutely uniform in color and shape or correspond fully to models or samples.
 6. If the Customer asserts defects, Max Krüger must be permitted to immediately inspect the product concerned. In addition, Max Krüger must be provided with a representative quantity (up to 10%) against receipt for the purposes of further investigation at the factory of Max Krüger or in laboratories or other testing bodies, at the expense of Max Krüger and for a reasonable period of time.
 7. Where a duly made notification of defect is justified, Max Krüger is entitled at its discretion to make a replacement delivery. Max Krüger shall not be entitled to subsequent delivery for purchases if and when the Customer asserts recourse rights pursuant to Sec. 478 para. 1 and/or para. 2 German Civil Code (BGB). If the replacement delivery is unsuccessful, the Customer shall be entitled at its discretion to withdraw from the contract or the corresponding reduction of the agreed price (reduction) or, if the statutory requirements are met, to demand compensation.
 8. The warranty period for the purchase of new items shall be one year from delivery, unless the law provides for a longer period in accordance with Secs. 438 para. 1 and/or para. 2 German Civil Code (buildings or objects for buildings) or 479, para. 1 and/or para. 2 German Civil Code (recourse claim). Warranty rights for the purchase of used items are excluded.
 9. If a notice of defects proves to be unfounded, the Customer is obliged to reimburse Max Krüger for all expenditures that it reasonably held to be necessary for the purpose of processing and evaluating the notice of defect.
 10. Claims of the Customer for expenditures required for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded to the extent they arise or increase because the delivery item was delivered to a place other than the place of delivery, unless such delivery corresponds to the contractually stipulated use.
 11. No recourse claims of the Customer shall exist against Max Krüger to the extent they are based on the fact that the Customer has reached additional agreements with its client beyond the scope of the statutory warranty provisions.
- § 9 Retention of title**
1. The delivered goods (reserved goods) shall remain the property of Max Krüger until the purchase price and all of its claims against the Customer from the business relationship have been paid in full.
 2. The handling and processing of the reserved goods shall take place on behalf of Max Krüger without placing it under any obligation.
 3. The Customer is solely authorized to sell, compound or mix the reserved goods in the customary, ordinary course of business and with the proviso that the claims described below are actually transferred to Max Krüger and ownership does not pass to the Customer's contractual partner until the Customer's contractual partner has fully met its obligation to pay. The Customer is not entitled to dispose of the reserved goods in any other way, in particular by pledging or making transfers by way of security.
 4. The Customer hereby assigns in advance all claims arising from the sale of the reserved goods, the compounding or mixing of the reserved goods with other objects as well as for any other legal reason (insurance, tort, etc.) regarding the reserved goods (including all balance claims from current accounts) to Max Krüger in the amount of the value of the reserved goods including all ancillary rights and priority over the remaining rights. Max Krüger accepts this assignment. The value of the goods is agreed to be the amount invoiced by Max Krüger plus a security surcharge of 10%, which shall however not be applied to the extent it is countered by rights of third parties.
- § 10 Packaging**
1. The delivery of the goods takes place on industrial pallets (1.00 x 1.20 m)
 2. To the extent these pallets have been charged to the Customer, the corresponding amount shall be returned to the Customer if the pallets are delivered free of defects to works Moschheim within two months from the date of delivery freight paid.
 3. If the pallets were not charged, Max Krüger shall be entitled to invoice the price agreed upon for this case, or if no agreement was made then the customary price of these pallets, if and when the pallets are not delivered free of defects to works Moschheim within two months from the date of delivery freight paid.
- § 11 Violation of intellectual property rights**
1. The Customer warrants that the execution of the order it has given does not infringe upon copyrights, intellectual property rights or other rights of third parties because of its own requirements, requests, or templates for shapes, colors, sizes and weights.
 2. If claims of infringement of such rights or competition law claims are asserted against Max Krüger, the Customer is obliged to indemnify and hold Max Krüger harmless upon first request from all claims, costs and damages, including all expenses that Max Krüger may reasonably hold to be necessary in connection with the third party claims and the defense therefrom.
 3. Further legal claims of Max Krüger shall remain unaffected by the above provisions.
- § 12 Liability of Max Krüger**
1. Max Krüger shall be liable for damages only if it or one of its assistants has breached a material contractual obligation or the damage is due to gross negligence or intent by Max Krüger or one of its assistants. Material contractual obligations are those enabling the proper implementation of this contract in the first place, and upon the compliance of which the Customer regularly relies and may rely.
 2. If the culpable violation of a material contractual obligation is not due to gross negligence or intent, the liability of Max Krüger is limited to the damage that was reasonably foreseeable to the Max Krüger when the Contract was concluded.
 3. The foregoing liability provisions apply to contractual and noncontractual claims. Liability due to mandatory legal provisions, guaranteed properties,



from inherited guarantees and damages resulting from injury to life, limb or health shall remain unaffected.

§ 13 Damages

To the extent the Customer is required to pay damages for nonperformance, Max Krüger is entitled to charge him a lump sum of 15% of the agreed net remuneration. The Customer is entitled to prove that no damage occurred at all, or substantially less than the flat fee. Max Krüger is entitled to assert higher damages demonstrably incurred.

§ 14 Privacy

It is pointed out that data required in the context of transacting business is processed and stored by a computer system in accordance with Sec. 33 of the German Federal Data Protection Act. Personal data will only be collected, processed and used to the extent necessary for the conclusion and execution of the contract and for invoicing purposes. The text of the contract is not stored electronically.

§ 15 Energy policy to DIN EN ISO 50001 & business partner declaration

1. Within the framework of our in-house energy management system and our self-imposed commitment to an energy policy, each contractual partner—whether supplier or customer—undertakes to fully adhere to and promote the principles derived from DIN EN ISO 50001. These principles, which encompass measures and objectives to enhance energy efficiency, are transparently set forth in our separately published Energy Policy available on our website at www.mkm-keramik.de/energiepolitik.
2. By accepting these General Terms and Conditions, either explicitly through the conclusion of a contractual agreement or implicitly through the continuation of the business relationship, the contractual partner agrees that the published Energy Policy is an integral part of these General Terms and Conditions and, accordingly, of the contractual relationship entered into or maintained. The partner further commits to take the principles set forth in the Energy Policy into account in its own business practices and to actively implement them.
3. A breach of the obligation to comply with the Energy Policy shall constitute a material breach of contract. In the event of such a breach, Max Krüger reserves the right, upon notification, to set a reasonable period for remedy; should non-compliance persist, Max Krüger may assert all contractual and statutory rights, including the possibility of an extraordinary termination of the business relationship and the assertion of claims for damages.

§ 16 Place of performance, exclusive jurisdiction, choice of law

1. Unless otherwise agreed, the place of performance for all obligations incumbent upon the parties shall be D-56424 Moschheim.
2. The exclusive jurisdictional venue for all disputes arising from the contractual relationship shall be Moschheim. Max Krüger is also entitled to litigate against the Customer at the latter's general place of jurisdiction.
3. The law of the Federal Republic of Germany, to the exclusion of German private international law and the provisions of the Uniform UN Convention on the International Sale of Goods (CISG), shall apply to these Sales Terms and all legal relationships between the parties to the contract.