General terms and conditions of sale

§ 1 Scope of validity

1. Our terms and conditions of sales apply exclusively. They apply for this and all future transactions with the ordering party unless otherwise expressly agreed between the parties. We do not recognise conflicting or differing terms and conditions of the customer. The business terms and conditions of the ordering party or of third parties have no validity irrespective of whether this validity is specifically rejected or is taken into account in correspondence, or correspondence contains or refers to the terms and conditions of the ordering party or a third party. Exceptions must be agreed in writing between the parties.
2. Unless otherwise stated in the contract terms, the terminology and definitions of INCOTERMS 2010 apply.

§ 2 Contract signing

1. Our quotations are non-binding. Technical descriptions and other details in brochures and other information are non-binding unless they are expressly identified as binding
2. We reserve our copyrights and title rights to samples and brochures, technical descriptions, calculations and other documents. These may not be made accessible to third parties without written approval.
3. The acceptance declaration and all confirmations require the written form to be valid.
4. If the order is to qualify as an offer according to § 145 of the German Civil Code (BGB) we can accept this within 12 working days.
5. Details in samples, brochures, technical descriptions and in public announcements on our part, by manufacturers and their agents (§ 434 para. 1 p. 3 BGB) are an inherent part of the performance description when expressly taken into account in the contract.
6. With the exception of the managing director and sales manager our (sales) employees are not authorised to make verbal side agreements which differ from these terms and conditions or to give verbal assurances which transcend the content of the written contract.

§ 3 Prices and sales conditions

1. The agreed prices apply. These are understood to be “ex works” plus packaging, statutory VAT, duty in the case of exports plus fees and other public levies and additional payments, e.g. for insurance. The statutory VAT is itemised separately in the invoice at the valid rate at the time of billing.
2. If substantial cost elements vary before the day of the delivery, a price increase is possible if the delivery or performance is more than four months after the contract signing. The price increase shall take place taking into account the mutual interests of the contract parties.
3. Invoice amounts are due immediately, in full.
4. Other payment methods require our written consent. The costs arising on either side shall be paid by the ordering party. Payment by exchange is not admissible.
5. The ordering party has a right to offsetting or retention only in the case of undisputed or legally verified debts or accounts.

§ 4 Delivery and duties of cooperation

1. The scope of our duty to deliver is exclusively defined by the respective contract. We reserve the right to make changes to construction, form and colour as a result of technical improvement or legal requirements, provided such changes are not substantial or otherwise unreasonable for the ordering party.
2. We are entitled to partial delivery if – the partial delivery can be used by the ordering party within the context of the contractually designated purpose, – the delivery of the remainder of the goods ordered is guaranteed and – the ordering party is not faced with considerable secondary or additional costs as a result.
3. Deliveries shall be carried out “ex works” unless otherwise agreed in writing between the parties.
4. The delivery dates are agreed in principle subject to the cooperation of the ordering party in accordance with the contract. Dates and deadlines set for deliveries and performances always apply as approximate unless agreed as “final”.Compliance with our delivery duty assumes that the ordering party fulfils its obligations promptly and properly.
5. If our suppliers deliver incorrectly or fail to deliver on time, even though we have issued orders to reliable suppliers which cover the demand at least, we shall be exempt from our performance obligation and may withdraw from the contract unless the delivery delay is only temporary.
6. If it transpires after the signing of the contract that the ordering party has no guarantee of creditworthiness and our payments are threatened we are entitled to refuse delivery until the ordering party makes payment or provides assurance thereof. If the payment or security provision is not provided within 12 working days after a request has been made, we are entitled to withdraw from the contract.
7. If the ordering party falls behind with acceptance or collection or is responsible for a delay in dispatch or delivery we are entitled, without prejudice to further claims, to demand a fixed cost amounting to the standard local costs of storage, irrespective of whether the goods are stored by us or a third party. The burden of proof that less or no damage was caused lies with the ordering party.

§ 5 Delay in delivery

1. Elero GmbH is not liable for delays or other unfulfilled contractual obligations, if the failures are based on Force Majeure, means on circumstances which are beyond our control.
2. We are entitled to withdraw from the contract insofar as we do not receive the delivery item on our part despite the prior conclusion of a corresponding purchase contract; our responsibility for intent or gross negligence remains unaffected. We will inform the customer immediately about the untimely availability of the delivery item and, if we intend to withdraw, exercise the right of withdrawal immediately; in the event of withdrawal, we will immediately reimburse the customer for the corresponding consideration.
3. If the date for the delivery agreed with the ordering party cannot be complied with for reasons beyond our control, particularly operating interruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, legal lockouts, shortages of workforce, shortages of energy or raw materials, difficulties in the procurement of the required official approvals and/or official measures within our sphere or in the sphere of our supplier, the delivery period shall be extended by the duration of the obstacle plus an appropriate lead time.
4. If the circumstances delaying the delivery last for a month after the agreed delivery deadline, either party may withdraw from the contract. Further claims due to delivery times being exceeded for reasons which are not unintentional or are due to gross negligence on our part are excluded. Damage claims are limited to the contract-typical foreseeable damage.

§ 6 Place of fulfilment and transfer of risk

The place of fulfilment for all obligations from the contract relationship in the case of orders in the field of drive technology is our registered office in 73278 Schlierbach and for orders in linear technology it is our registered office in 07381 Pößneck.

§ 7 Packing

We pack all goods appropriately. The costs for the disposal of transport and sales packaging shall be borne by the ordering party.

§ 8 Dispatch

1. If dispatch is agreed between the parties the risk of the loss of the subject of the delivery transfers to the ordering party at the latest with hand-over of the subject of the delivery to the shipper, freight carrier or other third party appointed for the delivery. This applies equally if we have made part-deliveries and have also taken on other performances.
2. If the delivery or hand-over is delayed due to circumstances for which the ordering party is responsible, the risk transfers to the ordering party from the day on which the subject of the delivery is ready for dispatch and we have indicated this to the ordering party.
3. Storage costs after the transfer of the risk shall be paid for by the ordering party. If stored by us, the storage costs are 0.5% of the invoice amount for the subjects of the delivery being stored per week of delay. We reserve the right of assertion and proof of greater or lesser storage costs.
4. The shipment is insured against theft, breakage, transport, fire and water damage or other risks by us only at the express preference and cost of the ordering party.

§ 9 Material defect

1. The ordering party is subject with reference to material defect to the legal obligation to inspect and report defects according to § 377 HGB.
2. Wear and tear on batteries, battery packs and other consumables is not included as material defect. The legal warranty for the normal, generally-expected quality and as-intended usability of these articles is not affected hereby. If we provide a guarantee for certain products which transcends the legal liability for defects, particularly an extended period for defect-related cost-free replacement of materials, these do not count as wear or tear articles.
3. The ordering party cannot derive rights from material defects which do not or do not substantially affect the value and fitness for use as intended
4. If the items exhibit a material defect at the time of the transfer of risk, we are entitled and obliged to offer supplementary performance. Supplementary performance shall, at our discretion, be in the form of repair or replacement.
5. If the supplementary performance fails, does not take place within a suitable period set by the ordering party or is refused, the ordering party is entitled at its discretion to withdraw from the contract, to demand a lowering (reduction) of the purchase price appropriate to the defect and value or, within the limits of the following conditions, compensation in place of performance.
6. Should a material defect lead to damage according to the legal provisions, we are liable insofar as this relates to personal damage, for damage under the product liability law or damage caused by intent or gross neglect.
7. If the damage is based on a culpable violation of a substantial contractual duty or a “cardinal duty” we are liable, with exception of the cases in section 3, only for foreseeable, contract-typical damage.
8. Further contract- and tort-related claims of the ordering party are excluded. We are particularly not liable for the cases named in para. 6, for damage which has not resulted from the subject of the delivery itself or for lost profit or other damage to the assets of the ordering party.

§ 10 Other damage liability

1. The provisions in § 9 para. 6-8 also apply for damage claims due to other obligatory duties. In the event of the violation of a contractual duty or a performance obstacle existing at the time of the contract signing (§§ 311 para. 2, 311a BGB) our compensatory duty is limited to the negative interest.
2. Our tort liability is subject to the provisions in § 9 para. 6-8.
3. Insofar as our liability is excluded or limited, this also applies for personal liability of our employees, staff, colleagues, agents and vicarious agents.

§ 11 Retention of title

1. The title of the goods supplied is retained until our total accounts against the ordering party from the business relationship including future accounts arising from contracts signed at the same time or later have been settled. The same applies when accounts are made in a running invoice and the balance is brought forward and acknowledged. Title transfers to the ordering party when the total liabilities for whatever reason have been settled. We are obliged to release our securities insofar as their value exceeds our accounts by more than 10 %.
2. The ordering party is entitled to sell or process the goods in a proper business transaction. This right is cancelled on cessation of payment or application for or commencement of an insolvency process. Any processing is carried out by the ordering party on our behalf without our being obligated in any way. In the event of processing, joining or mixing the reserved products with other products we automatically receive shared ownership of the new item at a value in the event of processing, in relation of the value (= gross invoice value including side costs and taxes) of the reserved products to the value of the new item, and in the event of processing, joining or mixing the reserved products with other products, in relation of the value of reserved products to the value of the other products.
3. The ordering party herewith cedes to us all accounts derived from the resale of the goods. The ordering party is also authorised to collect these accounts after cessation. Our authorisation to collect the accounts ourselves is unaffected by this. However we shall make no use of this right, provided the ordering party meets its payment and other obligations. On request the ordering party shall disclose to us the ceded accounts and their debtors plus all details required for collections, provide us with the related documents and instruct the debtors of the cessation.
4. In the event of contract-infringing behaviour on the part of the ordering party, particularly payment arrears, we are entitled to withdraw from the contract and take back the goods. For the purpose of taking back the goods the ordering party herewith irrevocably consents to our entering its business and storage premises and taking the goods away.
5. While we still have title, the ordering party may neither offer for security nor pledge the goods or items manufactured from said goods without our consent.
6. In the case of pledging and other third party interventions the ordering party shall notify us in writing. The ordering party is not permitted to make any agreements with its receivers which might affect our rights.
7. We are obliged to release the security due us at the request of the ordering party and at our discretion insofar as the realisable value of the security exceeds the claim to be secured by more than 10 % or its nominal value by more than 50 %.

§ 12 Final provisions

1. The invalidity of individual provisions shall not affect the validity of the remainder.
2. If the ordering party is a merchant, the legal venue for all disputes is the registered office of elero GmbH in 73278 Schlierbach. The legal venue is not exclusive.
3. German law applies to the exclusion of the UN purchasing law (CISG).
4. We refer to the fact, in accordance with the provisions of the German data protection act, that we store personal data about the ordering party (name, address) by EDP for internal purposes only.

elero

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Chief Executive: Enzo Viola, Mauro Buoro, Juan Bautista Mogollon,

District court of Ulm HRB 748671, **Status 2026/03/01**