

The following terms and conditions of sale and business constitute all contractual conditions which Creabis GmbH - Ammerthalstr. 27 | D-85551 Kirchheim b. München, registered in commercial register of the Munich District Court under HRB 194900, represented by its managing director Ralf Deuke (herein after referred to as "Creabis GmbH") uses and applies accordingly to its customers.

The following terms and conditions are valid in their German text. The English or any other translation is provided for information purposes only.

Terms and Conditions of Sale

1 Scope and contractual partners

1.1 These following general terms and conditions of sale and business (herein after referred to as "GTCs") apply to all contracts for the supply of products and services relating to the production of individually manufactured parts produced from metals, polymers or other materials (hereinafter referred to as "product" or "products") which Creabis GmbH provides to its contractual partners.

These GTCs constitute a part of all contracts which Creabis GmbH concludes with its contractual partners for the supply or performance of products and services, even in cases where they are not explicitly agreed upon again.

1.2 Contractual partners of Creabis GmbH become both consumers in the sense of § 13 BGB (German Civil Code) and corporations in the entrepreneurial sense of §14 of BGB.

1.3 Within the context of these GTCs, supplementary and/or different arrangements are occasionally made in the case of sales to corporations, which apply exclusively to the aforementioned corporations.

1.4 The present GTCs shall apply to all (future) deliveries and services provided by Creabis GmbH to its contractual partners, exclusively under the version valid at the time of the conclusion of the contract.

1.5 In the case of corporations, the following shall also apply:

1.5.1 The terms and conditions of purchase and business of contractual partners shall not apply, even if Creabis GmbH does not dispute their validity in any instance.

1.5.2 In accordance with Section 5.1, the exclusion also applies if Creabis GmbH refers to a letter which contains or refers to terms and conditions of the company or a third party.

1.6 Contractual partners can contact Creabis GmbH customer service for questions, claims and complaints by e-mail at vertrieb@creabis.de. Creabis GmbH will answer any such questions, claims and complaints from its contractual partners within 1 working day.

2 Quote and conclusion of contract

2.1 The contractual partner may request a quote from Creabis GmbH. To request a quote you can either use the online form creabis.de/en/quote or send an e-mail to vertrieb@creabis.de or use the web-based quoting tool on our site webshop.creabis.de. The request should be accompanied by drawings or 3D model files of the product to be manufactured in any common file format. The file size must not exceed 25 MB.

2.2 Based on the request, Creabis GmbH will provide a quote to the contractual partner. Creabis GmbH shall be bound by this quote for 7 calendar days. The contractual partner shall be entitled to accept the quote within this period. The date and time at which Creabis GmbH is notified that the contractual party accepts the quote shall determine whether this time period has been adhered to. The manufacturing agreement shall take effect when the contractual partner accepts the quote and when Creabis GmbH confirms this acceptance with a corresponding order confirmation. Only quotes with no requested amendments from contractual partners shall be deemed as acceptance. Following receipt of quote acceptance, Creabis GmbH may send a written order confirmation to the contractual partner within 3 working days which thereby concludes the contract. Notwithstanding § 150 Abs.2 BGB, any other form of acceptance shall be deemed to be a new request in the sense of Section 1.1. Creabis GmbH will respond to this new request, create a new quote and send it to the contractual partner.

2.3 The contractual partner can state their acceptance of the quote in any form, but always in writing as a minimum. The unlimited contractual capacity is confirmed upon acceptance.

2.4 A contract will not be concluded if the request of the contracting partner relates to the production of weapons, parts of weapons or other forbidden products/materials and the contracting partner has not separately contacted Creabis GmbH regarding this. If Creabis GmbH only becomes aware of this during the production process, production will be stopped immediately. In such cases the contractual partner shall not be entitled to delivery of the product and Creabis GmbH shall seek to recover all costs incurred.

2.5 In addition or in deviation to this, the following shall apply to corporations:
Creabis GmbH shall be bound by the quote for 7 days.

2.6 Following a technical examination within 3 working days of receiving acceptance of the offer, Creabis GmbH may determine that there are no suitable technical means available to manufacture the product within their network of manufacturers (hereinafter referred to as "Partners") and may withdraw from the contract without any reimbursement of costs owed to the contractual partner.

2.7 If a need for clarification following a technical examination arises within 3 working days after receiving acceptance of the offer from the contractual partner, Creabis GmbH reserves the right to extend the delivery time of the product by the time taken required to clarify this. The contractual partner is required to assist in any such clarifications.

3 Contract Manufacturing

3.1 The contractual partner is aware that Creabis GmbH does not carry out the contracted manufacturing itself, but rather entrusts other seemingly suitable manufacturers (herein after referred to as "partner(s)") with the production.

3.2 Creabis GmbH is entitled to commission various (different) partners to manufacture the products required to fulfill an order.

3.3 Creabis GmbH is not required to notify the contractual partner in this respect. The contracting partner expressly agrees that production is carried out by the appointed partner(s). The drawings and plans provided by the contractual partner upon making requests may be shared with partner(s).

3.4 Creabis GmbH and/or the partner(s) are entitled to change technical details of the drawings and 3D files provided by the contractual partner, insofar as necessary for the production of the commissioned product. This especially relates to the amendment of various work steps in the process.

3.5 The property and/or copy rights of the contractual partner apply to orders, contracts as well as information, designs, images, calculations, descriptions and other documents made available to Creabis GmbH. Creabis GmbH shall not make them accessible to third parties, disclose them, use them internally or via third parties or reproduce them without obtaining express consent. This does not include providing access to experts for the purpose of preparing a quote as defined in Section 2 as well as to partners and any reproduction in this context.

3.6 Without the conclusion of a separate agreement, Creabis GmbH will not share details such as company names, addresses, country, etc. to individual partners or various partners who are commissioned with the production of the products.

4 Acceptance

4.1 If an acceptance inspection has been agreed upon, it may only take place in the factory immediately after notification of acceptance readiness. The contractual partner shall bear the personnel acceptance costs as well as the material acceptance costs on the basis of the Creabis GmbH price list or the price list of the supplying factory.

4.2 If through no fault of Creabis GmbH, an agreed upon inspection is delayed or incomplete, Creabis GmbH is entitled to ship the goods without prior inspection or, at the expense and risk of the contractual partner, to store them and invoice the goods.

5 Payment

5.1 Payment shall be made by bank transfer or by any other means. The contractual partner shall bear the costs of payment transfers. Unless otherwise agreed upon, payment terms are 10 days from delivery to the contractual partner. The contractual partner shall be considered in default after 14 days after the due date and receipt of the invoice/payment schedule.

5.2 In the case of corporations, the following shall apply in deviation from Section 1 or in addition to:

5.2.1 In the case of any agreed cash discount, this only relates to the invoice value excluding shipping and will only be granted if and insofar as the corporation has completely paid all amounts due at the time of the discount.

5.2.2 If Creabis GmbH is made aware of any circumstances which in their view are liable to affect the credit standing of the corporation, Creabis GmbH is entitled to refuse outstanding deliveries or only carry them out with advance payment or provision of other collateral. In such instances, Creabis GmbH is also be entitled to deem all claims due and payable from the current business relationship with the corporation, which are not subject to the statute of limitations.

5.2.3 If the payment period is exceeded or in the event of default, Creabis GmbH will charge interest at the rate of 9 percent above the base interest rate of the ECB, unless alternative interest rates have been agreed between Creabis GmbH and the corporation. We reserve the right to claim further damages caused by payment default. Creabis GmbHs claim to commercial maturity interest as set out in § 353 HGB (German Commercial Code) towards merchants remains unaffected.

5.3 The contractual partners shall only be entitled to assert a further right of retention and offset amounts to the extent which their counterclaims have been legally proven by a court of law or are uncontested or have been acknowledged in writing by Creabis GmbH.

5.4 Exclusively in the case of corporations, Creabis GmbH shall be entitled to offset any and all receivables which the corporation, irrespective of the legal basis, is entitled to from Creabis GmbH. This shall also apply to receivables which one party has agreed to settle in cash and the other party has agreed to settle by bill of exchange or any other means of payment. Where applicable, these receivables only refer to the balance. If the receivables are due on different dates, Creabis GmbHs receivables shall be due no later than the maturing of Creabis GmbHs liability and shall be settled on the value date.

5.5 Creabis GmbH may use debt collection agencies, lawyers or other third parties to secure the payment of its receivables. The receivables from deliveries to contractual partners may be assigned by Creabis GmbH to third parties.

6 Retention of title

6.1 All delivered products remain the property of Creabis GmbH ("retained products") until payment has been made in full.

6.2 In the case of corporations, the following applies in addition to Section 1:

The delivered products remain the property of Creabis GmbH until payment is made in full, particularly with regard to outstanding balances to which Creabis GmbH is entitled to within the scope of the business relationship ("retained balance") and any claims made by the insolvency administrator have been met in full. This also applies to future and conditional claims, e.g. from bills of acceptance, and also if payments are made on specially designated claims. This retained balance shall expire with the settlement of all claims still open at the time of payment that resulted from this retention of title.

6.3 Prior to the transfer of ownership, resale, renting, pledging, assignment as collateral, processing or transformation is not permitted without the explicit consent of Creabis GmbH.

6.4.1 In the case of corporations, the following applies in deviation from Section 3:

Manufacturing and processing of the retained product is carried out by Creabis GmbH as the manufacturer in the sense of § 950 BGB and is unbinding. The manufactured and processed product shall be deemed to be a retained product within the meaning of Section 1 where appropriate. If the corporation processes, mixes or combines the retained product with other products, Creabis GmbH shall be entitled to co-ownership of the new product proportionate to the invoice value of the retained product and the other goods used. If Creabis GmbH's ownership expires due to the mixing or combination of products, the corporation shall immediately transfer ownership rights to Creabis GmbH along with the new stock or item to which they are entitled to in line with the invoice value of the retained product and shall hold the item for Creabis GmbH free of charge. The co-ownership rights of Creabis GmbH are deemed to be a retained product in the sense of Section 6.1.

6.4.2 In the case of corporations, the following applies in deviation from Section 3:

The corporation may only sell the retained product in the course of ordinary business activities under standard GTCs and as long as the corporation is not in default and that the receivables from the resale are transferred to Creabis GmbH in accordance with Section 3 to 6.4.5. The corporation is not entitled to any other dispositions of the retention of title product.

6.4.3 In the case of corporations, the following applies in deviation from Section 3:

The receivables from the resale of the retained product, together with all collateral which the corporation off set against

the claims, are thereby assigned to Creabis GmbH. They serve as collateral security to the same extent as the retained product. If the retained product is sold by the corporation together with other products not sold by Creabis GmbH, Creabis GmbH is entitled to claim sums in proportion with the invoice value of the retained product and the invoice value of the other products sold. In accordance with Section 4.1, if products which Creabis GmbH has co-ownership title of are sold, a share of receivables shall be assigned to Creabis GmbH which corresponds to the co-ownership share. If the retained product is used by the corporation to fulfil a service contract, the receivables from the service contract are assigned to Creabis GmbH in advance to the same extent. Creabis GmbH hereby accepts the transfer of these rights.

6.4.4 In the case of corporations, the following applies in deviation from Section 3:

The corporation is entitled to collect receivables from the resale. This right to collect expires in case of revocation by CREABIS GMBH, but at the latest in case of default of payment, non-payment of a bill of exchange or request for the opening of insolvency proceedings. Creabis GmbH will only make use of the right of revocation if it becomes apparent after conclusion of the contract that Creabis GmbH's claim for payment from this or other contracts with the corporation is at risk due to the corporation's lack of solvency. Upon Creabis GmbH's request, the corporation is obliged to immediately inform their customers of this assignment to Creabis GmbH and to provide Creabis GmbH with the documents necessary to carry out collection.

6.4.5 In the case of corporations, the following applies in deviation from Section 3:

An assignment of claims from the resale is not permitted, unless it is an assignment by way of genuine factoring, which is notified to Creabis GmbH and where the factoring proceeds exceed the value of the receivables secured by Creabis GmbH. Upon credit of the factoring proceeds, Creabis GmbH's claim is payable immediately.

6.4.6 In the case of corporations, the following applies in deviation from Section 3:

The corporation must immediately inform Creabis GmbH of a seizure or adverse events related to third parties. The corporation shall bear all costs incurred for the cancellation of access or for the return transport of the retained products, unless they are covered by third parties.

6.4.7 In the case of corporations, the following applies in deviation from Section 3:

If the corporation is in default of payment or does not honour a bill of exchange when due, Creabis GmbH is entitled to take back the retained title product and if necessary, to enter the corporation's premises to this effect during regular business hours. The same applies if it becomes apparent after conclusion of the contract that Creabis GmbH's claim for payment from this or other contracts with the corporation is at risk due to the corporation's lack of solvency. Provisions of the Insolvency Statute remain unaffected.

6.4.8 In the case of corporations, the following applies in deviation from Section 3:

If the invoice value of the existing collateral security exceeds the secured claims, including ancillary claims (interest, aforementioned costs), by more than 50 per cent overall, Creabis GmbH shall be obligated to release collateral of Creabis GmbH's choosing upon the corporation's request.

7 Quality assurance, certifications

7.1 A quality assurance check is carried out by Creabis GmbH. This is performed in line with the "state of the art at" the time the contract is concluded.

7.2 Certificates for manufactured products will only be issued and supplied by separate agreement.

8 Warranty

8.1 The contractual partner's claims against Creabis GmbH in case of defects are in principal based on the legal provisions within the legal warranty periods, insofar as there are no deviations to the following regulations.

8.2 Damages caused by improper handling or contract-breaching measures of the contractual partner during installation, connection, operation or storage do not constitute grounds for making a claim against Creabis GmbH.

8.3 If the warranty claims are justified and made within the given time frames, Creabis GmbH may choose to resolve the defect or to deliver a defect-free item (subsequent performance). Creabis GmbH shall be entitled to three (3) subsequent performance attempts in this context. Subsequent performance shall be deemed as failure after these attempts. If the subsequent performances are unsuccessful, Creabis GmbH may withdraw from the contract. The contractual partner is not entitled to resolve the defect without Creabis GmbH's express consent and agreement, including consent and agreement on costs associated with fixing the defect.

8.4 If the contractual partner is a corporation in their capacity as an end customer or corporation and the order is placed for their business, the following shall apply in deviation from Section 1:

8.4.1 Material defects of the product must be reported in writing immediately, no later than 7 days after delivery, by means of a technical report supporting this claim. Material defects which remain undiscovered within this period with even the most careful examinations must be reported in writing immediately after discovery and requires immediate cessation of any manufacturing or processing. This written report must be received no later than the expiry of the agreed period or statute of limitations.

8.4.2 Following the arranged acceptance inspection of the product by the contractual partner, the notification of any material defects, which were detectable during the type of agreed upon acceptance inspection, is excluded.

8.4.3 Claims for defects shall expire one year after the receipt of goods.

8.5 Unless otherwise agreed, Creabis GmbH will not approve quality standards regarding the fit, applicability or usability of the manufactured product or products when used with other items or in other items (e.g. construction or assembly groups). Any quality standards are always assessed on a product by product basis.

8.6 If defects are identified by the contracting partner, they are obliged to work cooperatively with Creabis GmbH to resolve any such defects (e.g. to provide technical information promptly, to prepare defective products for collection, etc.).

8.7 Unless otherwise agreed, all defect parts shall be prepared for Creabis GmbH to collect within 10 calendar days after the notification of defect(s) by the contractual partner. This also requires notifying Creabis GmbH when the product is ready for uplift, including information about the specifications of the product for collection.

9 Liability

9.1 Creabis GmbH shall only be held liable for breach of contractual and non-contractual obligations due to impossibility, delay, culpa in contrahendo and tortious acts – actions of Creabis GmbH's executives and other vicarious agents included – in cases of mens rea and gross negligence. To the extent that attributable negligence of duty is based on minor negligence and any essential contractual obligations have been culpably breached, Creabis GmbH's liability for damages shall be limited to the foreseeable damage which typically occurs in comparable cases. Essential contractual obligations are those which grant the contractual partners the rights which the contract must grant according to its content and purpose, particularly obligations whose fulfilment are essential for due implementation of the contract and on which the contractual partner can reasonably expect to be able to rely.

9.2 These restrictions shall not apply to mandatory liability, in particular, in accordance with the German Product Liability Act, in the event of loss of life, bodily injury or damage to health.

9.3 With the exception of Section 1 and 9.2, Creabis GmbH's liability is otherwise excluded.

9.4 The above exclusions and limitations of liability shall also apply to the liability of Creabis GmbH's employees, workers, officials, representatives and vicarious agents.

9.5 For end customers who are corporations, statute of limitations applies. For end customers who are corporations, notwithstanding § 634a Abs. 13 BGB, the general statute of limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the statute of limitations shall commence upon acceptance.

9.6 Creabis GmbH shall not be held liable for any damages caused by a delivery delay of the product, including the additional costs incurred by the contractual partner for making alternative arrangements for the production of the same product.

10 Final provisions

10.1 Applicable law / court of jurisdiction

The law of the Federal Republic of Germany shall apply. To the extent permissible by law, the place of jurisdiction is Munich.

10.2 Contractual language

All contract-related communication shall take place in German.

10.3 Publication policy

Creabis GmbH shall retain the rights to publish images of the produced product ordered by contractual partner on CREABIS GMBH's websites and social accounts without prior request of the contractual partner if no trademark (logo or name) is presented on the image nor in any way readable on the product and the product itself doesn't disclose its application and function. In all other cases, Creabis GmbH shall request the permission of contractual partner before any publications.

10.4 Ancillary agreements / written Form

Verbal ancillary agreements do not apply. Amendments to these GTCs must be made in writing. This also applies to waiving the requirement for making amendments in writing.

10.5 Invalidity of individual clauses

Should individual provisions of these GTCs be deemed invalid, this shall not affect the validity of the remaining provisions. In the case of an invalid provision, Creabis GmbH and the respective contractual partner shall agree on a new provision which is as economically close as possible to the unenforceable provision. The same applies to any contractual omissions.