

Special terms of delivery and payment for factoring of ZiK Zittauer Kunststofftechnik GmbH  
Version 04/2023

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Our terms of delivery and payment apply exclusively, with which our customer agrees when placing the order, also for future transactions, even if no express reference is made to them, but they have been received by the customer with an order confirmed by us. If the order is placed in deviation from our terms of delivery and payment, then only our terms of delivery and payment apply, even if we do not object. Deviations therefore only apply if they have been expressly recognized by us in writing.

We are entitled to assign claims from our business relationships.

The contractual relationship is exclusively subject to German law, in particular the German Civil Code and Commercial Code. The provisions of the UN sales law do not apply.

The place of jurisdiction is, at our option, the registered office of the company or Frankfurt am Main.

If the buyer is in arrears with any payment obligations towards us, all existing claims become due immediately.

It is not necessary to withdraw from the contract in order to assert rights from retention of title, unless the customer is a consumer.

All payments are to be made with debt-discharging effect exclusively to VR Factoring GmbH, Hauptstraße 131 - 137, 65760 Eschborn, to which we have assigned our current and future claims from our business relationship. We have also transferred our retention of title to VR Factoring GmbH.

In order to fulfill our factoring contract (assignment of our receivables and transfer of debtor management), we will forward the following data to the financial services institute VR Factoring:

- Names and addresses of our debtors
- Data of our claims against our debtors (in particular gross amount and due date)
- possibly. Names of contact persons and contact details of our debtors (telephone number, e-mail address) in their company to coordinate accounts receivable

VR Factoring will pass on the company data of the debtors to credit agencies and commercial credit insurers as well as to processors (IT data processing, print service providers, etc.).

Further details on data processing can be found in VR Factoring GmbH's "Privacy Policy", which you can view and download online at <http://www.vr-factoring.de/datenschutz-vrf>.

Offsetting by the customer with counterclaims is excluded, unless the counterclaims are undisputed or have been legally established. The assertion of a right of retention by the customer is excluded, unless it is based on the same contractual relationship or the counterclaims are undisputed or have been legally established.

The following applies to deliveries of goods:

The delivered goods remain our property until all outstanding claims to which we are entitled against the customer have been paid in full. The customer is entitled to resell in the ordinary course of business as long as he is not in default of payment. However, the customer may not pledge the reserved goods or assign them as security. The customer assigns to us by way of security the payment claims of the customer against his customers from a resale of the reserved goods as well as those claims of the customer regarding the reserved goods that arise from another legal reason (also against third parties).

Any processing or transformation of the reserved goods by the customer is always carried out for us. If the reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice amounts including VAT) to the other connected or mixed items at the time of connection or mixing.

If the customer's item is to be regarded as the main item, the customer transfers proportionate co-ownership of this item to us. We accept the transfer.

The customer will keep the resulting sole ownership or co-ownership of an item for us.