

GENERAL TERMS AND CONDITIONS OF SALE FOR SPECIAL VEHICLES FOR COMMERCIAL USE (GTCSS)

Dietrich GmbH, An der Siegtalbrücke 16, 57080 Siegen



A Scope of Application

1. These General Terms and Conditions of Sale for Commercial Special Vehicles ("GTCSS") apply to all contracts concerning the sale, delivery, manufacture, assembly, completion, integration, or other provision of special-purpose vehicles, in particular tow trucks, recovery vehicles, roadside assistance vehicles, transport vehicles, crane trucks, platform trucks, and other special-purpose vehicles.
2. The GTCSS apply both to the sale of finished specialty vehicles and to custom-built specialty vehicles, special superstructures, conversions, project vehicles, and vehicles or superstructures marketed under our name or our brand ("Dietrich Brand").
3. However, the GTCSS apply only if the buyer is an entrepreneur (Section 14 of the German Civil Code [BGB]), a legal entity under public law, or a special fund under public law within the meaning of Section 310(1) of the German Civil Code [BGB].
4. To the extent that individual provisions of these GTCSS, by their nature, presuppose manufacturing, bodywork, conversion, integration, provision by the buyer, technical acceptance, or distribution under our Dietrich Brand, such provisions shall apply only if such a component of performance has been agreed upon in the specific case or actually becomes the subject matter of the contract.
5. Our GTCSS apply exclusively. Any deviating, conflicting, or supplementary General Terms and Conditions (GTC) of the buyer shall become part of the contract only if and to the extent that we have expressly agreed to their validity. This requirement for consent also applies if the buyer refers to its GTC in the order and we have not expressly objected to them.
6. Unless otherwise agreed, the GTCSS shall apply as a framework agreement—in the version valid at the time of the buyer's order or in the version most recently communicated to the buyer in writing—also to future contracts of the same nature, without our having to refer to them again on a case-by-case basis.
7. Individual agreements made with the buyer on a case-by-case basis, in particular those contained in offers, order confirmations, technical appendices, specifications, payment schedules, acceptance reports, or other written agreements (including ancillary agreements, supplements, and amendments), shall take precedence over these GTCSS. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
8. Legally significant statements and notices from the buyer regarding the contract (e.g., notices of defects, setting of deadlines, rescission, or reduction in price) must be submitted in writing, i.e., in written or text form (e.g., letter, email). Any additional statutory formal requirements as well as further evidence (if necessary, in cases of doubt regarding the declarant's legitimacy) remain unaffected.
9. Where references are made to the applicability of statutory provisions, it should be noted that such references serve merely to clarify. The statutory provisions apply—even if no such clarification has been provided—to the extent that they are not modified or excluded by these General Terms and Conditions of Sale.

B Subject Matter of the Contract and Scope of Services

1. The specific subject matter of the contract is determined exclusively by the purchase agreement confirmed by us in writing, including any attachments expressly incorporated therein.
2. In the case of a purely commercial transaction, our sole obligation is to deliver the special-purpose vehicle specified in the purchase agreement confirmed by us in writing, in the condition agreed upon therein. Manufacturing, technical modifications, integration, preparation for registration, or special suitability testing are only required if expressly agreed upon.
3. For project vehicles, custom bodies, conversions, customer chassis, or vehicles under our Dietrich brand, our scope of services is determined exclusively by the purchase agreement confirmed by us in writing and the technical attachments expressly incorporated therein.
4. Unless expressly agreed otherwise, we are not obligated to achieve any specific economic result, any specific operational success, any specific utilization rate, any specific usability, or any suitability for a purpose not expressly communicated by the buyer and confirmed by us in writing.
5. For specialty vehicles, a distinction may be made between the following service components: chassis, body, crane, winches, platforms, hydraulics, electrical systems, controls, lighting, warning, and safety systems, other third-party components, integration, and system tuning.
6. Unless expressly agreed otherwise, service components sold under our Dietrich Brand refer to the body we offer, the body configuration, and/or the integration for which we are responsible. Chassis, cranes, and other third-party components remain the products of their respective manufacturers unless they are expressly designated as our own services.
7. We are entitled to procure any service components and other services from third parties or to have them manufactured, assembled, tested, or delivered by third parties.
8. To the extent that the buyer specifies certain manufacturers, components, equipment, technical solutions, or suppliers, their use shall be based on these specifications. We shall be liable for any disadvantages, additional costs, delays, technical limitations, or approval issues resulting from such specifications provided by the buyer only to the extent that we are responsible for them.

C Offer and Conclusion of Contract

1. Our offers are subject to change and non-binding unless they have been expressly designated as binding in writing. This also applies if we have provided the buyer with catalogs, technical documentation (e.g., drawings, plans, calculations, cost estimates, references to DIN standards), as well as other product descriptions or documents (including those in electronic form). We reserve all rights of ownership and copyright in all documents provided to the buyer in connection with the placement of the order. These documents may not be made available to third parties unless we grant the buyer our express written consent to do so.
2. A sales contract is concluded only if the buyer has verifiably submitted a binding, signed purchase order to us and we confirm acceptance of this order—within a period of no more than six weeks after receipt of the order—by our signature.
3. In the event that we do not accept the buyer's order within the time limit specified in Section C.2, no sales contract is validly concluded, and all documents provided to the buyer must be returned to us immediately.
4. At our request, the buyer is obligated to provide proof of financing for the purchased item (bank confirmation or purchase confirmation from a leasing company). If proof of financing is not provided within a reasonable period of time, we are entitled to withdraw from the contract. Our right to claim damages remains unaffected by this.
5. Our representatives have no authority to conclude contracts; they act solely as intermediaries. We are not bound by oral agreements made with our representatives; special agreements that deviate from the written contract and these GTCSS are only valid in writing and require our express acceptance.
6. The buyer is obligated to comply with the applicable export control and sanctions regulations and laws of the European Union (EU), the United States of America (US/USA), and other jurisdictions ("export control regulations").

D Technical Specifications, Characteristics, and Intended Use

1. The required characteristics of the purchased item are determined exclusively by the purchase agreement confirmed by us in writing and the technical appendices expressly incorporated therein.
2. Specifications regarding dimensions, weights, axle loads, payloads, support loads, lifting capacities, ranges, fuel consumption figures, speeds, colors, equipment, performance data, applications, and other technical data are binding only if they have been expressly agreed upon as binding specifications.
3. To the extent that technical specifications are designated as "approx.", "approximately", "expected", "as planned", "depending on equipment", "depending on the chassis", "depending on acceptance", or similar terms, they constitute non-binding planning values.

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4. Payloads, axle loads, gross vehicle weights, and other weight specifications may vary, in particular, due to equipment, special requests, chassis configuration, cranes, winches, auxiliary tanks, batteries, hydraulics, paint finish, lettering, registration requirements, and other technical modifications.
5. The buyer is obligated to provide us, in full and in a timely manner, with information regarding the intended use, special operating conditions, industry-specific requirements, cargo, typical locations of use, desired payloads, special climatic or geographic requirements, and any other circumstances relevant to the technical design, to the extent that these circumstances are significant for the design, delivery, or usability of the purchased item.
6. Suitability for a specific intended use shall be deemed agreed upon only if such intended use has been expressly confirmed in the purchase agreement confirmed by us in writing.
7. Public statements, advertising, information on the Internet, social media posts, brochures, images, videos, and presentations do not constitute an agreement regarding the quality of the goods.
8. For commercial vehicles, public statements by the respective manufacturer or upstream supplier shall be deemed a specification of quality only to the extent that they have expressly become part of the purchase agreement confirmed by us in writing or are required by law to be taken into account.

E Customer chassis and supplied components

1. If the buyer provides the chassis or other components (e.g., a crane), the buyer is responsible for ensuring that they are delivered on time, free of defects, complete, eligible for registration, and suitable for the intended assembly, including any costs for maintenance and repair.
2. The buyer must ensure that the provided chassis and other components are free from third-party rights or that all necessary approvals for possession, transport, assembly, modification, processing, integration, and subsequent surrender are in place.
3. The buyer must provide us with all necessary vehicle documents, technical documentation, approvals, interface information, manufacturer specifications, registration documents, and other documents in a timely manner.
4. We inspect provided chassis and components only for externally visible defects and obvious unsuitability, unless a more extensive inspection has been expressly agreed upon.
5. We shall not be liable for defects, damage, delays, additional costs, technical adjustments, approval issues, or functional impairments attributable to characteristics, defects, pre-existing damage, missing approvals, unsuitable specifications, or modifications to the chassis or other components provided by the buyer, provided that we are not responsible for these circumstances.
6. If a chassis or component provided by the buyer proves to be unsuitable, incomplete, defective, or not available on time, we are entitled to suspend work. The buyer shall bear any resulting additional costs, waiting times, storage costs, rescheduling costs, and other expenses to the extent that the buyer is responsible for the cause.
7. As long as a chassis or other components provided by the buyer remain in our possession, the buyer is obligated to insure them adequately at its own expense against theft, fire, water damage, storm damage, vandalism, transport damage, and other property damage, unless expressly agreed otherwise.
8. The buyer bears the risk of accidental loss and accidental deterioration of provided chassis and components, unless we are responsible for the damage.

F Prices and Payment Terms

1. The prices agreed upon in the purchase agreement confirmed by us in writing shall apply, plus any applicable statutory value-added tax on the date of delivery.
2. Unless a fixed price has been expressly agreed upon, we reserve the right to make reasonable price adjustments due to changes in labor, material, energy, freight, supplier, manufacturer, crane, chassis, bodywork, customs, tax, or other procurement costs if delivery or completion is scheduled to take place more than three months after the conclusion of the contract.
3. Payment shall be made exclusively by bank transfer to the business accounts designated by us.
4. Cash discounts are permitted only if expressly agreed to in writing.
5. We are entitled to send invoices electronically.
6. Unless otherwise agreed, the purchase price is due immediately upon the item being made available for handover, acceptance, or delivery.
7. Even within the context of an ongoing business relationship, we are entitled to make a delivery or provide a service, in whole or in part, only against advance payment or security. We shall declare such a reservation no later than upon our written confirmation of the purchase contract.
8. We are entitled to demand reasonable advance payments based on the progress of procurement, manufacturing, or the project.
9. Unless a different payment schedule is agreed upon in the purchase agreement confirmed by us in writing, the following payment schedule applies:
 - a) If we deliver a complete vehicle (e.g., chassis, body, and/or crane): 50% of the gross order value upon conclusion of the contract, 30% of the gross order value upon provision, ordering, or allocation of the chassis or upon commencement of bodywork, 20% of the gross order value prior to handover, registration, acceptance, or delivery.
 - b) If the buyer provides the chassis: 50% of the gross order value for the superstructure, integration, and other services upon conclusion of the contract, 30% upon commencement of superstructure, assembly, or integration work, and 20% prior to handover, delivery, acceptance, or shipment of the vehicle.
 - c) If individual components must be procured separately: We are entitled to demand, as an advance payment, all or part of the procurement costs required for the chassis, crane, body, winches, platform, hydraulics, special parts, or other components prior to ordering or making a binding reservation for the respective component.
10. For commercial vehicles without customer-specific bodywork or modifications, the payment schedule set forth in Section F.9 applies only if it is expressly agreed upon in the purchase agreement confirmed by us in writing. In all other respects, Section F.6 applies.
11. We are not obligated to order, reserve, process, assemble, register, deliver, or release chassis, superstructures, cranes, components, materials, or other services until we have received in full all due advance payments or other due payments.
12. Delivery, completion, and shipment deadlines shall not commence until all payments due at the start of the deadline have been received in full and the buyer has fulfilled all necessary obligations to cooperate.
13. If the buyer defaults on a payment, delivery, completion, and shipment deadlines shall be extended by at least the duration of the default plus a reasonable restart period.
14. During the period of default, interest shall accrue on outstanding amounts at the statutory default interest rate. We reserve the right to claim further damages.
15. If, after the conclusion of the contract, it becomes apparent that our right to payment is at risk due to the buyer's inability to pay—in particular in the event of late payment, a petition for insolvency, termination of credit, deteriorated credit reports, or failure to provide proof of financing—we are entitled to refuse further performance, to demand advance payment or security, and to withdraw from the contract in accordance with statutory provisions.

G Delivery Time, Delayed Delivery, and Supply from Suppliers

1. Delivery, completion, assembly, acceptance, and shipment deadlines are binding only if we have expressly confirmed them in writing as binding. Otherwise, they are non-binding target dates.
2. Agreed deadlines are subject to correct and timely delivery to us by chassis manufacturers, body manufacturers, crane manufacturers, component suppliers, technical services, government agencies, and other third parties, provided that we have entered into a corresponding hedging transaction and the delay is not attributable to us.
3. Delivery and completion deadlines shall commence no earlier than:

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- a) receipt of the purchase agreement confirmed by us in writing,
 - b) receipt of all due advance payments,
 - c) complete technical clarification,
 - d) submission of all required documents by the buyer,
 - e) the provision of any customer chassis or other components,
 - f) the granting of necessary approvals,
 - g) the clarification of issues relevant to registration and permits.
4. For commercial vehicles only, unless otherwise agreed, the delivery period begins no earlier than upon receipt of the purchase agreement confirmed by us in writing and receipt of any agreed down payment or advance payment.
5. If, after the conclusion of the contract, the buyer changes its order, technical specifications, equipment, components, paint finish, lettering, intended use, or other circumstances relevant to the contract, any ongoing deadlines shall be suspended. They shall not resume until we have confirmed the change in writing and received any additional payments.
6. We reserve the right to make changes to design, workmanship, materials, components, color, and shape, provided that such changes are technically necessary or appropriate, are based on specifications from manufacturers, authorities, technical services, or suppliers, or do not significantly impair the utility value of the purchased item.
7. If we are unable to meet an agreed deadline for reasons beyond our control, we will inform the buyer of this and provide a new estimated deadline.
8. If delivery or completion becomes impossible or significantly impeded due to late supply from our own suppliers, supply chain disruptions, force majeure, regulatory delays, missing permits, technical obstacles, strikes, lockouts, war, embargoes, energy shortages, transportation problems, cyberattacks, pandemics, or similar circumstances, we are entitled to withdraw from the contract in whole or in part, provided that we are not responsible for the circumstances.
9. Whether we, as the seller, are in default of delivery is determined in accordance with statutory provisions. However, a prerequisite for a default of delivery on our part as the seller is a written demand for performance from the buyer, provided that such a demand is not dispensable under statutory provisions. In the event of a delay in delivery, the buyer may claim lump-sum compensation for damages resulting from the delay only after four full calendar weeks of the delay have elapsed. Starting with the fifth full calendar week of the delay in delivery, the flat-rate compensation for each additional full calendar week shall amount to 0.5% of the net price of the delayed portion of the service, up to a maximum total of 5% of the net price of that portion of the service. We reserve the right to provide evidence that the buyer has incurred no damages or only damages less than the above-mentioned lump-sum amount. Any further rights of the buyer under these GTCSS and the applicable statutory provisions remain unaffected.

H Delivery, Transfer of Risk, Acceptance, Default in Acceptance

- 1. Unless otherwise agreed, delivery and transfer shall take place at our place of business or warehouse. This location shall also serve as the place of performance for delivery and subsequent performance.
- 2. If the buyer requests shipment or transport to another location, the buyer shall bear the costs of transportation, transfer, insurance, customs duties, taxes, and other expenses.
- 3. The risk of accidental loss and accidental deterioration passes to the buyer upon handover, acceptance, or default in acceptance.
- 4. In the case of shipment or transfer, the risk passes as soon as the goods are handed over to the freight forwarder, carrier, transfer driver, or other transport agent.
- 5. If acceptance has been agreed upon, or if the vehicle is a manufactured, assembled, modified, or custom-configured vehicle, the buyer is obligated to accept the purchased item immediately upon notification of completion.
- 6. For commercial vehicles only, acceptance shall take place only if it has been expressly agreed upon or is required by law.
- 7. The buyer may not refuse acceptance due to minor defects.
- 8. If the buyer fails to accept the purchased item within seven calendar days of notification of completion or fails to pick it up, the buyer shall be in default of acceptance, provided that acceptance or pickup is possible and reasonable for the buyer.
- 9. In the event of default of acceptance, we are entitled to charge storage costs, insurance costs, holding costs, interest, and other additional expenses.
- 10. In addition, we are entitled to demand lump-sum compensation amounting to 15% of the gross order value. The buyer reserves the right to prove that we have incurred no damage or significantly less damage. We reserve the right to prove that the damage was greater.
- 11. Withholding the purchased goods due to outstanding claims, due advance payments, lack of security, or failure by the buyer to cooperate does not constitute a delay in delivery on our part.

I Certification, Approvals, Technical Inspections, and Documentation

- 1. To the extent that registrations, individual inspections, modifications approvals, type approvals, multi-stage approvals, technical inspections, expert opinions, manufacturer approvals, or official approvals are required for the purchased item, the purchase agreement confirmed by us in writing shall specify the services we are obligated to provide.
- 2. For commercial vehicles only, we are not obligated to provide any registration, approval, technical inspection, or acceptance beyond the existing vehicle documents and manufacturer documentation, unless this has been expressly agreed upon.
- 3. Unless expressly agreed otherwise, we are not obligated to register the vehicle in the buyer's name or to obtain any official approval for a specific location, country, or special purpose.
- 4. The buyer is obligated to provide all documents, information, approvals, powers of attorney, evidence, and details required of them in a timely and complete manner.
- 5. Delays, additional costs, or rejections by authorities, technical services, testing agencies, or manufacturers resulting from missing, late, or inaccurate information provided by the buyer shall be borne by the buyer.
- 6. To the extent that registrations, acceptances, or approvals are complicated by subsequent customer requests, customer-supplied components, provided chassis, or country-specific requirements, the buyer shall bear the resulting additional costs and delays.
- 7. Operating manuals, maintenance instructions, manufacturer documentation, test reports, conformity documents, and other documentation shall be provided to the extent that they are customarily made available by us or the respective manufacturers, or as expressly agreed upon.

J Retention of Title and Security Interests

- 1. We reserve title to the delivered goods until full payment has been made for all of our current and future claims arising from the sales contract and any ongoing business relationship (secured claims).
- 2. For the duration of the retention of title, we are entitled to possession of the Certificate of Registration, Part II, or equivalent vehicle documents.

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3. Until full payment of the secured claims has been made, the goods subject to retention of title may neither be pledged to third parties nor transferred as security. The buyer must notify us in writing without delay in the event that a petition for the commencement of insolvency proceedings is filed or in the event that third parties (e.g., through attachments) seize the purchased goods belonging to us. To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the purchaser shall be liable for the loss incurred by us.
4. In the event of a breach of contract by the buyer, in particular failure to pay the purchase price when due, we are entitled, in accordance with statutory provisions, to rescind the contract and/or demand the return of the purchased item based on the retention of title. A demand for return does not simultaneously constitute a declaration of rescission; rather, we are entitled merely to demand the return of the purchased item and to reserve the right to withdraw from the contract. In the event that the buyer fails to pay the purchase price due, we must have unsuccessfully set the buyer a reasonable deadline for payment before asserting these rights. This applies only to the extent that setting such a deadline is not dispensable under statutory provisions.
5. Products created through the combination, mixing, or processing of our purchased goods are subject to retention of title for their full value, whereby we are deemed the manufacturer. In the event that the title of third parties to the purchased goods is retained upon combination, mixing, or processing with such goods, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed, or processed purchased goods. In all other respects, the same provisions apply to the resulting product as to the goods delivered under retention of title. The buyer also assigns to us, for security purposes, any claims against a third party arising from the combination of the goods subject to retention of title with real property. In this case, we accept the assignment.
6. The buyer hereby assigns to us, as of this moment, in full or in the amount of our potential co-ownership share pursuant to Section J. 5., for security purposes, the claims against third parties arising from the resale of the purchased item or the resulting product, in the amount of the final invoice amount agreed upon with us (including value-added tax). We accept the assignment. The buyer's obligations set forth in Section J. 3. also apply with respect to the assigned claims.
7. The buyer remains authorized, alongside us, to collect the receivable. As long as the buyer meets its payment obligations to us, there is no impairment of the buyer's ability to pay, and we do not assert the retention of title by exercising a right under Section J, we undertake not to collect the receivable. If we exercise a right under Section J, we may require the buyer to disclose the assigned claims and their debtors, as well as to provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment. Furthermore, we are entitled to revoke the buyer's right to resell and to process the goods subject to retention of title.
8. In the event that the realizable value of the collateral exceeds our claims by more than 10%, we shall, at the buyer's request, release collateral of our choice.
9. To the extent that the buyer has provided a chassis or other components, the buyer's ownership thereof remains unaffected. However, with respect to our claims arising from bodywork, modification, assembly, integration, storage, transportation, testing, preparation for registration, and other services, we are entitled to a contractual right of retention as well as, to the extent permitted by law, a contractor's lien on the items that have come into our possession. The buyer is obligated to inform third parties—in particular financing banks, lessors, or security holders—of our security interests, rights of retention, and liens prior to the provision of the chassis or other components, and to obtain the necessary consents.
10. The buyer is obligated to treat the purchased item with due care as long as ownership has not yet been transferred to the buyer. In particular, the buyer is obligated to insure the item at its own expense against theft, fire, and water damage at replacement value. If maintenance and inspection work must be performed, the buyer must carry it out in a timely manner at its own expense.

K Withdrawal, Termination, Cancellation

1. A mutual termination of the contract requires our consent.
2. For commercial vehicles only, a flat-rate cancellation fee of 15% of the gross order value applies in the event of a mutual termination of the contract, unless otherwise agreed. The buyer reserves the right to prove that no damage was incurred or that the damage was significantly less. We reserve the right to prove that the damage was greater.
3. For custom-built special-purpose vehicles, special bodywork, vehicles under our Dietrich brand, or other project vehicles, the buyer may not cancel the contract without penalty.
4. If a contract for a custom-built special-purpose vehicle, a special body, a vehicle under our Dietrich brand, or any other project vehicle is rescinded, canceled, terminated, or reversed at the buyer's request or for a reason attributable to the buyer, the buyer shall reimburse all costs, expenses, and obligations incurred up to that point. Reimbursable items include, in particular: costs for chassis, costs for superstructures, costs for cranes, costs for components and special parts, planning and design costs, supplier and cancellation costs, dismantling and conversion costs, storage costs, transportation costs, interest costs, registration, testing, and appraisal costs, loss of value, reduced proceeds from alternative disposal, and internal project and processing costs.
5. In addition, with respect to the contracts specified in Section K.4, we are entitled to claim a lump-sum minimum damages amounting to 20% of the net order value. The buyer reserves the right to prove that no damages were incurred or that the damages were significantly lower. We reserve the right to prove that the damages were higher.
6. If the buyer defaults on a payment, an act of cooperation, an approval, the provision of materials, or any other material contractual obligation, we are entitled to suspend further performance of the contract.
7. Upon the fruitless expiration of a reasonable grace period, we are entitled to rescind the contract and claim damages.
8. The buyer's right to terminate the contract pursuant to § 648 BGB is excluded to the extent permitted by law. In all other respects, the statutory requirements and legal consequences apply.

L Buyer's Claims for Defects

1. Unless otherwise specified below, the statutory provisions apply to the buyer's rights in the event of material defects and defects of title.
2. Our liability for defects is based exclusively on the agreed quality as set forth in the purchase agreement confirmed by us in writing and in the technical appendices expressly incorporated therein.
3. For commercial vehicles only, the quality to be provided is limited to the vehicle specified in the purchase agreement confirmed by us in writing, including the expressly agreed-upon equipment and quality.
4. For chassis, cranes, winches, hydraulic, electrical, electronic, control, and other third-party components, the technical specifications, operating instructions, maintenance requirements, and warranty terms of the respective manufacturers shall apply in addition.
5. Warranties are valid only if they are expressly provided in writing.
6. Manufacturer warranties for chassis, cranes, or other third-party components are provided exclusively by the respective manufacturer in accordance with its warranty terms.
7. Manufacturer warranties do not constitute a warranty on our part, unless we have expressly designated them as such.

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8. We are not liable for defects that the buyer is aware of at the time the contract is concluded or fails to recognize due to gross negligence.
9. The buyer is obligated to inspect the purchased item immediately upon delivery, handover, or acceptance.
10. Obvious defects must be reported immediately, no later than within seven calendar days, in writing or in text form.
11. The statutory obligations to inspect and give notice of defects pursuant to Sections 377 and 381 of the German Commercial Code (HGB) remain unaffected.
12. Defects attributable to unsuitable or defective customer chassis, components provided by the customer, customer specifications, subsequent modifications by the buyer or third parties, improper use, overloading, incorrect operation, failure to perform maintenance, use contrary to the intended purpose, or normal wear and tear do not give rise to any claims for defects against us.
13. In the event of justified complaints regarding defects, we are entitled, at our discretion, to either repair the goods or provide a replacement. The buyer must grant us the time and opportunity necessary for subsequent performance. Subsequent performance shall generally take place at our place of business or at a location designated by us.
14. Transportation, transfer, personnel, and travel costs incurred because the purchased item was moved to a location other than the place of performance shall be borne by the buyer, provided that the move did not correspond to the item's intended use or was not coordinated with us.
15. If the remedy fails or is unreasonable for the buyer, the buyer may reduce the purchase price or rescind the contract in accordance with statutory provisions.
16. Rescission is excluded in the case of minor defects.
17. Claims for defects are subject to a statute of limitations of twelve months from the date of delivery, acceptance, or the occurrence of a delay in acceptance.
18. The shortened statute of limitations does not apply to damages resulting from injury to life, limb, or health; in cases of willful misconduct, gross negligence, fraud, the assumption of a warranty, or mandatory statutory liability.
19. Claims under the Product Liability Act remain unaffected.

M Rights of Retention

1. The buyer is entitled to rights of set-off or retention only if the buyer's claim has been legally established or is undisputed, and the buyer's counterclaim is based on the same contractual relationship.
2. The buyer may not withhold all due payments on account of minor defects.
3. A right of retention exists only to the extent reasonably proportionate to the defect asserted.

N Use, Maintenance, and Operation

1. The buyer is obligated to use the purchased item in accordance with its intended purpose, in a professional manner, and in compliance with technical, legal, and regulatory requirements.
2. In particular, the buyer must comply with permissible gross weights, axle loads, support loads, crane load charts, operating instructions, maintenance intervals, inspection requirements, load securing regulations, occupational safety regulations, and other legal requirements.
3. Maintenance, testing, upkeep, and inspection work must be performed in a timely and professional manner.
4. If such measures are not taken, claims for defects shall only exist to the extent that the buyer proves that the defect is not attributable to this failure.
5. Modifications, alterations, software interventions, and interventions in the hydraulic, electrical, or control systems, the crane, the superstructure, or safety devices may only be carried out with our prior consent or in accordance with the specifications of the respective manufacturer.
6. In the event of unauthorized modifications, claims for defects shall be void to the extent that the defect is attributable to such modifications.

O Other Liability

1. Unless otherwise provided in these GTCSS, including the following provisions, we are liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.
2. Under fault-based liability, regardless of the legal basis, we are liable for damages only in cases of willful misconduct and gross negligence. In cases of simple negligence, subject to statutory limitations on liability (e.g., due care in one's own affairs; minor breach of duty), we are liable only:
 - a. for damages resulting from injury to life, limb, or health.
 - b. for damages resulting from a breach of a material contractual obligation (obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the contracting party relies and is entitled to rely). In such cases, however, our liability is limited to compensation for foreseeable, typically occurring damages.
3. The limitations of liability set forth in Section O.2 also apply to third parties and in cases of breaches of duty by persons for whose fault we are liable under statutory provisions. To the extent that a defect was fraudulently concealed and a warranty regarding the quality of the goods was assumed, the limitations of liability shall not apply. This also applies to claims by the buyer under the Product Liability Act.
4. The buyer may rescind the contract or terminate it due to a breach of obligation that does not result from a defect only if we, as the seller, are responsible for the breach.
5. The buyer's right to terminate the contract (in particular pursuant to Sections 650 and 648 of the German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences apply.
6. The buyer is obligated to first file a claim with their insurance provider for any damage that is or would be covered by an insurance policy maintained by the buyer. To the extent that damages are compensated by such insurance or would have been compensated had the insurance been properly maintained and the terms and conditions complied with, our liability is limited to the remaining and demonstrable losses incurred by the buyer, in particular an agreed deductible as well as demonstrable additional premium charges. If an insurance benefit is not paid or is reduced for reasons falling within the buyer's sphere of responsibility or risk, we shall be liable only to the extent that the buyer would have been liable had the insurance been in force and properly maintained. The foregoing provisions do not apply in the event of an intentional breach of duty or a breach of duty due to gross negligence on the part of our legal representatives, nor in the event of damages resulting from injury to life, limb, or health, or in cases of mandatory statutory liability.

P Choice of Law and Jurisdiction

1. These General Terms and Conditions of Sale and the contractual relationship between us and the buyer are governed by the laws of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods.
2. If the buyer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law, or a special fund under public law, our registered office at An der Siegtalbrücke 16, 57080 Siegen shall be the exclusive and international venue for all disputes arising directly or indirectly from the contractual relationship. The same applies if the buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB).
3. We are also entitled to file a lawsuit at the place of performance of the delivery obligation in accordance with these GTCSS or a prior individual agreement, or at the buyer's general place of jurisdiction. This does not affect any overriding statutory provisions (exclusive places of jurisdiction).

