Legal Notice

This document is a translation of the German General Terms and Conditions. Only the German version shall be legally binding. The English translation is provided for convenience and informational purposes only.

Beloh Magnetsysteme GmbH & Co. KG

1. Scope of Application
These General Terms and Conditions apply to all contracts concluded with companies and legal entities. The General Terms and Conditions form an integral part of the contract. They shall also apply to all future deliveries and services to the purchaser without the need for renewed inclusion.

The acceptance of an offer from Beloh Magnetsysteme GmbH & Co. KG shall be deemed as recognition of these General Terms and Conditions, whose validity shall not be excluded by conflicting general terms and conditions of the purchaser.

The acceptance of an order by Beloh Magnetsysteme GmbH & Co. KG shall be deemed as an objection to any conflicting general terms and conditions, so that exclusively these General Terms and Conditions shall apply to the respective legal transaction.

Different provisions shall only apply if they have been expressly acknowledged and confirmed in writing. In the case of individually negotiated contracts with deviating terms, these General Terms and Conditions shall apply in a supplementary and subordinate manner.

2. Offers
All offers by Beloh Magnetsysteme GmbH & Co. KG are non-binding and subject to change. Information regarding dimensions, weights, space requirements, and properties is approximate. Descriptions and illustrations in offers and printed materials are non-binding.

Information in general technical documentation, brochures, and catalogs shall only become part of the contract if expressly confirmed in writing. Prices quoted are net prices and are subject to statutory value-added tax at the applicable legal rate.

3. Prices
Costs for freight, packaging, and transport insurance are not included in the price and shall be borne by the purchaser, unless otherwise agreed. All deliveries are made ex works Beloh Magnetsysteme GmbH & Co. KG, Hamelin, Germany.

4. Payments
Payments shall be made within the agreed payment period without any deductions to one of the accounts of Beloh Magnetsysteme GmbH & Co. KG. If no payment term is expressly agreed or stated on the invoice, invoices shall be due for immediate payment regardless of receipt of goods.

The assertion of warranty rights does not affect the due date of payment. Bills of exchange and checks shall only be accepted upon special agreement and on account of performance.

If payment is not received within the agreed payment period or within 10 days after the invoice date, the purchaser shall be in default without further notice. From the date of default, Beloh Magnetsysteme GmbH & Co. KG is entitled to charge statutory default interest.

If payment by installments is agreed, the entire remaining balance shall become due immediately if the purchaser is in arrears with one installment for more than one week.

In the event of payment default or justified doubts about the purchaser's solvency or creditworthiness, Beloh Magnetsysteme GmbH & Co. KG is entitled—without prejudice to other rights—to demand securities or advance payments for outstanding deliveries and to declare all claims arising from the business relationship immediately due.

In the event of non-performance, Beloh Magnetsysteme GmbH & Co. KG is entitled to withdraw from the contract in whole or in part or to claim damages for non-performance.

Offsetting by the purchaser is excluded unless the counterclaim is undisputed or has been legally established. The right of retention based on non-legally established counterclaims is excluded.

Beloh Magnetsysteme GmbH & Co. KG is entitled to make deliveries dependent on advance payment. In this case, Beloh Magnetsysteme GmbH & Co. KG has the right to refuse performance until payment is received.

5. Delivery Time and Acceptance

The delivery period shall commence on the date of final order confirmation, but not before all execution details have been clarified and all documents required for execution have been received from the purchaser.

Compliance with the delivery period requires timely fulfillment of all payment obligations and other obligations by the purchaser. In the event of non-compliance, the delivery period shall be extended accordingly.

Delays in delivery and performance due to force majeure, including labor disputes, operational disruptions, shortages of raw materials or energy, machine or tool failure, transport difficulties, or other circumstances beyond the control of Beloh Magnetsysteme GmbH & Co. KG, entitle Beloh Magnetsysteme GmbH & Co. KG to extend the agreed delivery period.

The agreed delivery period shall be deemed complied with upon notification of readiness for dispatch or handover to the freight carrier. If delivery is delayed for reasons attributable to the purchaser, notification of readiness for dispatch shall be sufficient.

Partial deliveries are permitted. In the event of delay attributable to Beloh Magnetsysteme GmbH & Co. KG, the purchaser is entitled to withdraw from the contract after granting a reasonable grace period, provided delivery is not made within that period.

Claims for damages due to failure to meet delivery dates are excluded unless caused by intent or gross negligence. If delivery becomes impossible due to circumstances beyond the control of Beloh Magnetsysteme GmbH & Co. KG or if the delivery item is destroyed or damaged, any claims for damages by the purchaser are excluded.

Delivery shall be made by a freight carrier selected by Beloh Magnetsysteme GmbH & Co. KG. No responsibility is assumed for selecting the cheapest shipping method.

6. Force Majeure

Force majeure includes events and circumstances that cannot be prevented even with the care of proper business operations. In cases of force majeure, contractual obligations of the parties shall be suspended for the duration and extent of the disruption.

If delays resulting therefrom exceed a period of six weeks, both contracting parties are entitled to withdraw from the contract with respect to the affected scope of performance. Further claims shall not exist.

7. Retention of Title
Beloh Magnetsysteme GmbH & Co. KG retains ownership of all delivered goods until full payment of all claims, including ancillary claims (e.g. transport costs), arising from the business relationship.

Beloh Magnetsysteme GmbH & Co. KG is entitled to allocate payments at its discretion. The purchaser's right under § 366 German Civil Code (BGB) is excluded.

In the case of a running account, the retained title shall serve as security for the outstanding balance. The purchaser shall store the goods free of charge.

As long as the retention of title exists, the purchaser may not pledge, assign as security, rent, lend, process, relocate, or transfer the goods to third parties without written consent.

In the event of permissible resale or improper conduct, claims against third parties shall be assigned to Beloh Magnetsysteme GmbH & Co. KG up to the amount of the outstanding claim.

The purchaser is obligated to insure the goods against fire, water damage, theft, and burglary. Insurance claims shall accrue to Beloh Magnetsysteme GmbH & Co. KG.

8. Transfer of Risk
Upon dispatch of the goods, all costs and risks associated with shipment shall pass to the purchaser, even if carriage-paid delivery is agreed. If dispatch is delayed due to fault of the purchaser, risk shall pass to the purchaser upon notification of readiness for dispatch.

9. Liability for Defects
Beloh Magnetsysteme GmbH & Co. KG shall remedy defects at its discretion by repair or replacement. If subsequent performance fails, the purchaser may reduce the remuneration or withdraw from the contract.

In the case of insignificant contractual deviations, no right of withdrawal exists. Obvious defects must be reported in writing within two weeks of receipt of goods.

The purchaser bears the burden of proof for all prerequisites of claims, including the defect itself, the time of discovery, and timely notice.

Claims for damages due to defects are excluded unless caused by intent or gross negligence.

10. Warranty Period / Quality of Goods
The warranty period is one year from delivery. This does not apply if defects were not reported in time. The agreed quality of the goods is solely based on the product description. Public statements, advertising, or promotional material do not constitute contractual quality.

11. Limitation of Liability
The following limitations of liability do not apply to claims arising from injury to life, body, or health. Beloh

Magnetsysteme GmbH & Co. KG is not liable for slightly negligent breaches of non-essential contractual obligations.

Claims under product liability law remain unaffected. Claims for damages expire one year after delivery, unless the damage was caused intentionally or by gross negligence.

12. Place of Performance and Jurisdiction
The place of performance is Hamelin, Germany. The place of jurisdiction for all disputes arising from this contract shall be Hamelin, unless mandatory statutory provisions provide otherwise.

Beloh Magnetsysteme GmbH & Co. KG is also entitled to bring action at the purchaser's place of business.

13. Final Provisions
Should individual provisions of these General Terms and Conditions be or become invalid, the remaining provisions shall remain effective.

German law shall apply to all contractual relationships, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Status: December 2025