



General Terms and Conditions of FUSE GmbH

§ 1 Scope of Application

1. All offers, deliveries and services of FUSE GmbH shall be governed exclusively by the following terms and conditions.
2. Special agreements and ancillary agreements shall only become valid if confirmed in writing by FUSE GmbH. In all other respects, these General Terms and Conditions shall apply.
3. The purchasing terms and conditions of our customers shall only apply insofar as they do not conflict with our delivery and payment terms.

§ 2 Offer, Price, Order Placement, Conclusion of Contract

1. All offers made by FUSE GmbH are non-binding. A contract shall only come into effect upon order confirmation or delivery by FUSE GmbH. Unless otherwise agreed, the customer shall be bound by orders for 30 days.
2. All prices are stated excluding taxes and other price components. Delivery and shipping costs shall be charged additionally and shown separately in the respective offer.
3. For domestic transactions within Germany, the statutory value-added tax shall be added to the value of the goods or services as well as to delivery and shipping costs. Foreign customers shall receive their invoice without value-added tax. For invoicing foreign customers, the VAT identification number is required.
4. Each customer shall receive an invoice containing all necessary information. The customer may choose between payment by direct debit, cash on delivery, invoice or bank transfer.

§ 3 Delivery Time, Partial Delivery, Transfer of Risk

1. Information provided by FUSE GmbH regarding delivery dates is non-binding.
2. If failure to meet an agreed delivery deadline is due to force majeure, industrial action, fire, machine breakdown, unforeseeable obstacles or other circumstances beyond the control of FUSE GmbH, the delivery period shall be extended for the duration of such events. This shall apply accordingly if FUSE GmbH is already in default of delivery when such an event occurs.
3. If the prevention of performance within the meaning of Clause 2 lasts for more than three months, both FUSE GmbH and the customer shall be entitled to withdraw from the contract with regard to the delayed delivery. In the event of failure to meet the delivery date for reasons other than those stated in Clause 2, only the customer shall be entitled to withdraw. A prerequisite for withdrawal by the customer is that the customer has set FUSE GmbH a reasonable written grace period of at least three weeks, combined with a warning of refusal.

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4. FUSE GmbH shall be entitled at any time to make deliveries and partial deliveries. Partial deliveries may be invoiced immediately by FUSE GmbH.
5. Upon handover of the goods to a transport company, the risk of accidental loss, deterioration or damage shall pass to the customer. FUSE GmbH shall determine the carrier, excluding liability for selecting the cheapest and fastest method of shipment.
6. If the customer is in default of acceptance or if delivery is delayed due to other circumstances for which the customer is responsible, the risk shall pass to the customer from the date of notification that the goods are ready for dispatch. In this case, the purchase price shall also become due on the date of notification of readiness for dispatch. The customer shall bear the costs of storage at FUSE GmbH or at third parties. The right to claim further damages from the customer remains unaffected.
7. FUSE GmbH shall only take out transport insurance upon special written instruction and at the customer's expense.

§ 4 Warranty, Inspection and Notification Obligations

1. FUSE GmbH warrants, within the framework of the following provisions, that deliveries and services are free from defects within the meaning of warranty law and that — insofar as such commitments have been made — the agreed written specifications and warranted characteristics are complied with.
2. The warranty rights of commercial customers require that the customer has duly fulfilled the inspection and notification obligations owed under Sections 377 and 378 of the German Commercial Code. Warranty claims shall not exist if the defect that has occurred is causally connected to the fact that previously occurring defects were not reported without delay.
3. If a defect in the goods for which FUSE GmbH is responsible exists, FUSE GmbH shall initially be entitled, at its own discretion, to remedy the defect or provide a replacement delivery. If FUSE GmbH does not remedy the defect or provide a replacement delivery within a reasonable period, the customer shall be entitled to rescind the contract or demand a corresponding reduction in remuneration.

§ 5 Payment, Default in Payment

1. Unless otherwise agreed, invoices are payable immediately without deduction. Retention of payment on warranty grounds is excluded.
2. Payments must be made free of costs and charges to the bank accounts of FUSE GmbH stated on the invoice.
3. If the customer is in default of payment, in whole or in part, for more than 30 days, allows bills of exchange or cheques to be protested, or if an application is filed for the opening of insolvency proceedings over the customer's assets, FUSE GmbH shall be entitled, without prejudice to other rights, to declare all claims against the customer immediately due, to withhold all deliveries or services and to assert all rights arising from retention of title.
4. FUSE GmbH shall also be entitled to claim default interest as default damages in the amount of 8% above the base interest rate pursuant to Section 288 of the German Civil Code. The assertion of any higher damage incurred by FUSE GmbH remains unaffected.
5. The customer may only set off claims against claims of FUSE GmbH if the customer's counterclaim is undisputed or has been legally established.

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6. During default, a counter-debt shall bear annual interest at 5 percentage points above the base interest rate pursuant to Section 1 of the German Discount Rate Transition Act. If the creditor is entitled to higher interest on another legal basis, such interest shall be payable immediately

§ 6 Retention of Title

1. FUSE GmbH retains ownership of the delivered goods until receipt of all payments under the delivery contract. In the event of conduct by the customer in breach of contract, in particular default in payment, FUSE GmbH shall be entitled to take back the delivered item. The customer is obliged to surrender it. Taking back the delivered item shall not constitute withdrawal from the contract.
2. The customer is entitled to process and resell the goods in the ordinary course of business. The customer hereby assigns to FUSE GmbH all claims or surrogates in the amount of the invoice value including statutory value-added tax arising from resale against the customer's buyers or third parties, irrespective of whether the delivered item was resold without or after processing. The customer remains authorised to collect this claim after assignment. The authority of FUSE GmbH to collect the claim itself remains unaffected; however, FUSE GmbH undertakes not to collect the claim as long as the customer duly meets its payment obligations and is not in default of payment.
3. In the event of default with more than one liability, all claims against the buyer shall become due immediately.
4. Any processing or transformation of the goods by the customer shall always be carried out on behalf of FUSE GmbH. If the goods are processed together with other items not belonging to FUSE GmbH, FUSE GmbH shall acquire co-ownership of the new item in proportion to the value of the goods compared with the other processed items at the time of processing. The same shall otherwise apply to items created by processing as to goods subject to retention of title.
5. If the goods are inseparably combined or mixed with other items not belonging to FUSE GmbH, FUSE GmbH shall acquire co-ownership of the new item in proportion to the value of the goods compared with the other combined or mixed items at the time of combination or mixing. If the combination or mixing is carried out in such a way that the customer's item is to be regarded as the principal item, it shall be deemed agreed that the customer transfers proportional co-ownership to FUSE GmbH. The customer shall hold sole ownership or co-ownership in custody for FUSE GmbH.
6. FUSE GmbH undertakes, at the customer's request, to release the securities to which it is entitled insofar as their value exceeds the claims to be secured, provided these have not yet been settled, by more than 20%.

§ 7 Liability and Limitation of Liability

1. Claims for damages against FUSE GmbH shall be excluded irrespective of the legal basis, in particular due to delay or impossibility, breach of advisory and contractual ancillary obligations, pre-contractual obligations, positive breach of contract and tortious acts, unless FUSE GmbH has acted intentionally or with gross negligence or the claims for damages result from the breach of a warranted characteristic.

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2. All claims for damages against FUSE GmbH shall become time-barred six months after delivery. This shall not apply to claims arising from tortious acts.
3. If and insofar as the liability of FUSE GmbH is excluded, this shall also apply to the personal liability of employees, workers, staff members, representatives and vicarious agents of FUSE GmbH.
4. FUSE GmbH shall only be liable for intent and gross negligence.

§ 8 Place of Performance, Place of Jurisdiction

1. The place of performance for all claims shall be the registered office of FUSE GmbH.
2. In the event that the customer is a merchant within the meaning of the German Commercial Code, Leipzig shall be the exclusive place of jurisdiction.

§ 9 Applicable Law, Validity, Written Form

1. The law of the Federal Republic of Germany shall apply.
2. Amendments and supplements to the provisions contained in these terms and conditions require written form and agreement in the purchase contract in order to be effective. Oral or written ancillary agreements shall only bind FUSE GmbH after written confirmation.
3. Should one or more provisions be invalid, this shall not affect the validity of the remaining provisions.

Zwenkau, May 18 2026

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