General Terms and Conditions of Sale

wallPen GmbH

Version D24 – as of 08 September 2026. This version replaces version D23/D30325. The German version prevails.

1. Application

1.1 These terms and conditions of sale apply exclusively. Differing or conflicting terms of the purchaser are not recognised unless we have expressly agreed to them in text form. This also applies where we carry out delivery without reservation in the knowledge of such terms.

1.2 These terms and conditions also govern all future transactions of the same kind between the parties.

1.3 These terms apply only vis-à-vis entrepreneurs, legal entities under public law and special funds under public law within the meaning of sec. 310 para. 1 BGB (German Civil Code).

1.4 Declarations and notices to be given after conclusion of the contract require text form (sec. 126b BGB) unless these terms provide otherwise. Individually agreed terms take precedence over these conditions (sec. 305b BGB).

2. Offer, Acceptance

2.1 Insofar as the order constitutes an offer within the meaning of sec. 145 BGB, we are entitled to accept it within two weeks.

2.2 For orders placed through our online shop, the purchaser submits a binding offer by sending the order. The contract is concluded with our order confirmation; an automated acknowledgement of receipt does not constitute acceptance.

2.3 Statements in catalogues, data sheets, drawings, samples and illustrations describe the quality of the goods; they are not guarantees. Technical changes remain reserved insofar as they are reasonable for the purchaser and do not impair fitness for use.

3. Prices, Payment

3.1 Our prices are ex works, exclusive of the applicable statutory VAT and exclusive of the cost of packaging and shipping, unless expressly agreed otherwise.

3.2 The purchase price is due and payable net
a. in the amount of 50 % before production commences (start of production) and
b. in the amount of the remaining 50 % before collection or delivery.

3.3 We notify the expected start of production and the expected readiness for collection at least 14 days in advance. The date stated in that notification is deemed the agreed due date for payment. In the event of late payment we are entitled to refuse collection or delivery, to postpone production and to reschedule the order only after receipt of payment.

3.4 From the due date we charge default interest at 9 percentage points above the applicable base rate p. a. We reserve the right to claim further damages caused by delay.

3.5 Notwithstanding clause 3.2, the following applies to orders placed through our online shop: the total amount is

due upon ordering. Dispatch takes place after receipt of payment in full.

3.6 The available means of payment and any cash discount follow from the quotation, the order confirmation or the ordering process in the online shop. Any cash discount granted requires that no earlier invoices are outstanding.

3.7 Costs incurred by us through returned direct debits or card chargebacks for which the purchaser is responsible shall be borne by the purchaser.

4. Offset, Right to Retain

4.1 The purchaser is entitled to offset only insofar as its counterclaims are undisputed or have been established by final judgement. Rights of retention may be asserted only on the basis of counterclaims arising from the same contractual relationship.

5. Delivery, Delivery Periods

5.1 Delivery is made ex works in Wissen (EXW according to Incoterms 2020).

5.2 Delivery is conditional upon the timely and proper performance of the purchaser's obligations. The defence of non-performance of the contract remains reserved.

5.3 In the event of default in acceptance or other culpable breach of duties to cooperate, we are entitled to compensation for the resulting damage including any additional expenses. In such case the risk of accidental loss or deterioration passes to the purchaser at the time the default occurs.

5.4 Notwithstanding clause 5.1, orders placed through our online shop are shipped. Shipping costs are shown during the ordering process.

5.5 Delivery dates and periods are binding only if expressly agreed as binding. The delivery period does not commence before all details of performance have been clarified, the documents to be provided by the purchaser have been submitted and the payment due under clause 3.2 (a) has been received.

5.6 Our delivery obligation is subject to correct and timely supply to us, provided that we have concluded a congruent hedging transaction and are not responsible for the failure of supply. We will inform the purchaser without undue delay of any unavailability and refund any consideration already received.

5.7 Events of force majeure – in particular natural disasters, epidemics, war, civil unrest, strike, lock-out, shortage of energy or raw materials, official measures, transport disruptions and significant disruptions of the supply chain – extend the delivery period by the duration of the impediment plus a reasonable restart period. If the impediment lasts longer than three months, either party may withdraw from the contract; further claims do not exist.

5.8 Partial deliveries are permitted insofar as they are reasonable for the purchaser.

6. Passing of Risk, Shipment

6.1 If we ship the goods at the purchaser's request, the risk of accidental loss or deterioration passes to the purchaser upon dispatch.

6.2 We take out transport insurance only at the express request and at the expense of the purchaser.

6.3 Visible transport damage must be recorded by the purchaser with the carrier upon delivery and notified to us without undue delay in text form. Clause 8.1 remains unaffected.

7. Retention of Title

7.1 The goods remain our property until all payments arising from the business relationship have been received in full. In the event of breach of contract by the purchaser, including default in payment, we are entitled to take back the goods.

7.2 The purchaser shall handle the goods with care, insure them adequately and, where necessary, service them.

7.3 As long as the purchase price has not been paid in full, the purchaser shall inform us without undue delay in text form if the goods become subject to third-party rights or other interference by third parties.

7.4 The purchaser may resell the goods subject to retention of title in the ordinary course of business. The purchaser hereby assigns to us all claims arising from such resale, whether before or after processing. The purchaser remains authorised to collect these claims as long as it meets its payment obligations, no application for insolvency proceedings has been filed and no suspension of payments has occurred.

7.5 Insofar as the aforementioned securities exceed the secured claims by more than 10 %, we shall release securities of our choice at the purchaser's request.

7.6 Any processing or combining of the goods subject to retention of title is carried out for us without obliging us. If the goods are combined or mixed with items not belonging to us, we acquire co-ownership of the new item in the ratio of the invoice value of our goods to the value of the other items.

8. Warranty

8.1 Any warranty rights of the purchaser require proper compliance with the duties of inspection and notification owed under sec. 377 HGB (German Commercial Code).

8.2 Warranty claims become time-barred 12 months after the passing of risk.

8.3 In the event of defects, the purchaser is entitled to subsequent performance in the form of repair or delivery of goods free of defects. If subsequent performance fails, the purchaser may reduce the purchase price or withdraw from the contract.

8.4 The reduction under clause 8.2 does not apply to claims arising from injury to life, body or health, in cases of intent or gross negligence, fraudulent concealment of a defect, or in the cases of sec. 438 para. 1 no. 2 and sec. 634a para. 1 no. 2 BGB.

8.5 Wear parts – in particular print heads, filters, seals, hoses, belts and rollers – are covered by the warranty only insofar as the defect is not due to normal wear in intended use.

8.6 We assume no warranty for defects resulting from improper handling or storage, omitted or faulty maintenance, unauthorised modifications, operation outside the specifications stated in the manual, or the use of consumables not approved by us. The purchaser may prove that the defect has another cause.

8.7 The purchaser's rights of recourse under sec. 445a, 478 BGB remain unaffected.

9. Liability

9.1 In cases of intent or gross negligence on our part or on the part of our representatives or vicarious agents, we are liable according to statutory provisions; the same applies to the culpable breach of material contractual obligations. Unless the breach is intentional, our liability for damages is limited to the foreseeable damage typical of the contract.

9.2 Liability for culpable injury to life, body or health and liability under the German Product Liability Act remain unaffected.

9.3 Unless expressly provided otherwise above, our liability is excluded.

9.4 The above limitations of liability also apply to the personal liability of our employees, representatives and vicarious agents.

10. Applicable Law, Jurisdiction

10.1 This contract is governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.

10.2 The place of performance is Wissen. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is the Local Court (Amtsgericht) of Betzdorf or the Regional Court having jurisdiction for Wissen. We are also entitled to bring proceedings at the purchaser's general place of jurisdiction.

10.3 These terms are available in German, English, French, Spanish, Dutch, Polish and Italian. In the event of discrepancies, only the German version prevails.

10.4 Should any provision of these terms be or become invalid, the validity of the remaining provisions remains unaffected.

11. Software and Rights of Use

11.1 We grant the purchaser a simple, non-exclusive and non-transferable right to use the software supplied with the machine in connection with that machine. No further rights are acquired.

11.2 The software may only be transferred together with the machine. Reproduction, modification and decompilation are permitted only within the limits of sec. 69d, 69e UrhG (German Copyright Act).

11.3 We provide updates as they become available. There is no entitlement to particular future functions.

12. Consumables, Maintenance and Instruction

12.1 Intended operation requires the use of suitable consumables approved by us, in particular ink and cleaning solution. The purchaser is free to choose its consumables; clause 8.6 remains unaffected.

12.2 The purchaser shall comply with the maintenance, cleaning and storage conditions set out in the manual and shall provide evidence of such compliance on request.

12.3 The scope and place of any instruction or training follow from the quotation. The purchaser shall ensure the necessary cooperation in good time, in particular suitable premises and personnel.

13. Export, Import and Export Control

13.1 Delivery is subject to the absence of obstacles arising from German, European or other applicable foreign trade and sanctions law and to the granting of any required licences.

13.2 The purchaser shall not supply the goods, directly or indirectly, to persons, entities or countries subject to an export or provision ban, and shall not use them for military, nuclear or weapons-related purposes. The purchaser shall indemnify us against claims arising from a breach of this obligation.

13.3 In the case of export deliveries, the purchaser bears import duties, customs charges and import formalities unless the agreed Incoterm provides otherwise.

14. Data Protection

14.1 We process personal data for the performance of the contract in accordance with the General Data Protection Regulation. Details are set out in our privacy policy.

15. Final Provisions

15.1 The purchaser may assign rights under the contract only with our consent in text form. Sec. 354a HGB remains unaffected.

15.2 Contracts are concluded exclusively with entrepreneurs within the meaning of clause 1.3. There is no right of

withdrawal.

15.3 We will notify the purchaser of amendments to these terms in text form. They are deemed approved unless the purchaser objects within six weeks of receipt; we will point out this consequence separately in the notification. Contracts already concluded remain subject to the version agreed at the time of conclusion.