

General Terms and Conditions MyNETZSCH Online Shop B2B Customers

1. Scope, Definitions

- 1.1 NETZSCH Pumpen & Systeme GmbH, Geretsrieder Straße 1, 84478 Waldkraiburg (hereinafter: "**NETZSCH**") is the provider of the MyNETZSCH platform (hereinafter: "**Platform**") at the URL: <https://portal.mynetzsch.com/login>
- 1.2 The Platform provides, among other things, a store function (hereinafter: "**Online Shop**").
- 1.3 The Online Shop is aimed exclusively at existing Customers (hereinafter: "**Customer**") who have registered on the Platform in accordance with Terms of Use applicable to it. To facilitate (re)ordering the Online Shop provides information about products the Customer bought before, order documents and invoices, which can be downloaded in pdf format.
- 1.4 Unless these General Terms and Conditions for the Online Shop (hereinafter: "**GTC ONLINE**") contain supplementary or deviating provisions, the General Terms and Conditions of Delivery and Payment for the NETZSCH Group shall generally apply to the business relationship between NETZSCH and the Customer (in the version valid at the time of the respective order).
- 1.5 Deviating or supplementary terms and conditions of the Customer shall not apply unless expressly agreed to in writing by NETZSCH.

2. Conclusion of Contract, Product Presentation

- 2.1. The presentation of products in the Online Shop does not constitute a legally binding offer by NETZSCH. It is an invitation to the Customer to submit an offer to conclude a purchase contract (hereinafter: "**order**").
- 2.2. The order is made by placing the selected product in the shopping cart and sending the order by using the order button. By sending the order, the Customer makes a binding offer to conclude a purchase contract regarding the products in the shopping cart.
- 2.3. The Customer has the option to request a quote from NETZSCH. He starts this request via the "Request Quote" button. Thereafter NETZSCH creates a quote in its ERP system which is displayed simultaneously on the MyNETZSCH platform. The Customer gets informed about this by notification and e-mail. The quote is not a legally binding offer by NETZSCH, but a non-binding cost and product presentation. The Customer can purchase the products presented in the quote directly on the MyNETZSCH platform using the "Place order" button according to sec. 2.2.

- 2.4. Following the use of the order button according to sec. 2.2, the Customer is forwarded to the corresponding inquiry or order confirmation overview. This overview is a documentation that the inquiry or order has been received by NETZSCH and does not represent acceptance of the contractual offer.
- 2.5. The contract is only concluded when the Customer receives the order confirmation from NETZSCH regarding the products ordered by the Customer. The order confirmation is created in the ERP system of NETZSCH and is displayed simultaneously on the MyNETZSCH platform. No contract shall be concluded for ordered products that are not listed in the order confirmation. This may also apply to products that are shown in the Online Shop or in a quote, but are not available, or example, when the order is received.

3. Prices, Payments, Retention of Title

- 3.1. The prices stated at the time of the order are decisive for the prices of the products. The conditions agreed with Customer apply to the order.
- 3.2. The shipping costs to be borne by the Customer are not included in the quote and will be invoiced as a separate item alongside the product prices or charged to the Customer's freight account at the Customer's request.

4. Shipping

- 4.1 Unless otherwise agreed, the product will be shipped to the delivery address specified in the order by means of the specified shipping method stored in the Customer's account. The Customer may choose a different shipping method or service provider. NETZSCH reserves the right to change the method selected by the Customer as well as the selected service provider if a review of the scope of delivery (number of packages, dimensions, weight) should make this necessary.
- 4.2. Taxi: The resulting, usually high, costs, will be billed to the Customer regardless of the agreed delivery conditions.

5. Language

The Customer can choose between German and English when using the Online Shop. By the end of 2026 presumably the Customer can also choose from Chinese, Portuguese or Spanish. The language of correspondence used for the creation of the order documents depends on the sales organization to which the customer is assigned.

6. Correction of input errors

A change to a quote or order is possible at any time of the ordering process using the contact form "Change to offer or order" even if the order has already been placed.