

## General Terms and Conditions of Sale and Delivery

### § 1 General

- (1) These General Terms and Conditions of Sale and Delivery (GTSD) apply to all our business relations with our business partners (hereinafter referred to as the "Customer").  
The GTSD shall only apply in dealings with entrepreneurs, legal entities under public law or a special fund under public law within the meaning of section 310(1) of the German Civil Code.  
An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity (section 14(1) of the German Civil Code).

The GTSD apply in particular to contracts for the sale and delivery of movable items ("goods" such as materials, objects, products, units, software), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (sections 433, 651 of the German Civil Code) and all related services and their processing by us, as well as with regard to our provision of work services.

- (2) Unless otherwise agreed, the version of the GTSD valid at the time of the Customer's order or in any case the version most recently communicated to it in text form shall also apply as a framework agreement for similar future contracts, without our having to make reference to them again in each individual case.
- (3) Our GTSD shall apply exclusively. The Customer's deviating, conflicting or supplementary general terms and conditions shall only become part of the contract where and to the extent that we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if we provide our deliveries or services without reservation in the knowledge of the Customer's general terms and conditions. These GTSD shall be deemed accepted at the latest upon acceptance of our deliveries and services.
- (4) References to the validity of statutory provisions only have a clarificatory meaning. Even without such a clarification, statutory provisions shall therefore apply, where these are not directly amended or expressly excluded in these GTSD.

### § 2 Quotation, Contract Formation, Quality

- (1) Our quotations are always subject to change. Documents pertaining to the quotation, such as illustrations, drawings, weight and dimension specifications, as well as our brochures are subject to change and non-binding, except where these are expressly designated as binding.
- (2) The Customer's order of the goods is deemed a binding contractual offer. We can accept offers within two weeks of receipt. Offers shall be accepted in writing or by immediate execution of the order.
- (3) The formation of the contract is subject to the supplier's correct and timely delivery. This shall only apply where the non-delivery is not imputable to us, in particular where a congruent hedging transaction has been concluded with the supplier. The Customer will be informed immediately of the unavailability of the service. The consideration will be refunded immediately.
- (4) Our obligation to deliver an item determined only by its type does not comprise the assumption of a procurement risk or a procurement guarantee.
- (5) Side agreements and amendments to the contractual agreement made must be in writing. The same applies to declarations of rights to establish, change or terminate a legal relationship.
- (6) Our goods' agreed quality shall be exclusively those properties and characteristics which are stated in our order confirmation. Other or more extensive properties and characteristics shall only be deemed to be agreed properties and characteristics where we expressly confirm them in writing.
- (7) We reserve the right to make changes to the delivery item, provided the delivery item/service is not significantly altered and the changes are reasonable for the Customer. The standard for reasonableness on the Customer's part shall be the effects on the delivery items' value and functionality, and on our part technical requirements, in particular production-related ones.

### § 3 Price and payment

- (1) Unless otherwise agreed, prices are ex works. Packaging, customs duties, taxes and other charges, freight/transport costs, tolls and insurance shall be invoiced separately. The prices are net prices, to which the applicable sales tax shown separately shall be added.
- (2) The pricing is based on the material and energy prices, taxes, freight rates, wages and salaries and other prime costs known as at the quotation date. Where there are more than four months between contract formation and delivery and where the costs for material and energy, taxes, freight rates, wages and salaries as well as other prime costs or statutory levies increase in the period between contract formation and delivery for reasons not imputable to us, we shall be entitled to increase the agreed price with the disclosure of the affected parts of the original calculation and the specific statement of the increased cost factors in accordance with the extent of the compensatory cost increase and to charge the increased price at the time of delivery.
- (3) The costs for installation and commissioning of the subject matter of the contract by our employees at the Customer's facility are not included in the contract prices, unless expressly agreed otherwise. These shall be charged additionally at reasonable and customary hourly rates. The Customer shall carry out at its expense any preparatory works in its facility (e.g. building and civil engineering works, preparation of the installation area, power and air supply as well as other connections, lifting devices).
- (4) Cheques and bills of exchange shall only be accepted after prior agreement and always only by way of conditional payment.
- (5) A discount deduction is only possible with a written agreement. In the event of partial payments, discounts are only possible if all discount periods are observed. The receipt of the invoice amount in our company account is decisive for the discount deduction. Promises of discounts shall only apply in the event that the Customer is not in arrears with the payment for other deliveries.
- (6) The Customer undertakes to pay the purchase price (without deduction) within 10 calendar days, unless otherwise agreed, calculated from the invoicing date. The Customer shall be in default of payment after the expiry of this period. In all other respects, the statutory rules concerning the consequences of a payment default shall apply.
- (7) In the event of a payment default we shall be entitled to demand interest at a rate of 9 percentage points above the base interest rate, subject to the assertion of a higher claim for damages caused by default.
- (8) Where, in the event of agreed instalment payments, a payment instalment is not made on time, the entire remaining amount shall become immediately due and payable.
- (9) Where the Customer finally ceases its payments and/or where insolvency proceedings are commenced against its assets or where a petition for judicial or extra-judicial composition proceedings is filed, we shall also be entitled to withdraw from the part of the contract not yet fulfilled.
- (10) We shall be entitled to execute or render the outstanding deliveries or services only against advance payments or security where, following contract formation, circumstances become known to us which are likely to substantially reduce the Customer's creditworthiness and by virtue of which the Customer's payment of our outstanding claims from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardized.
- (11) Payments can only be validly received by the Seller's employees and commission agents if they present a valid power of attorney for collection.
- (12) The Customer shall only be entitled to set-off rights and rights of retention where its counter-claims have been legally established, are undisputed or have been acknowledged by us. Furthermore, the assertion of a right of retention - irrespective of the above restriction - is only permissible with regard to such counter-claims that originate from the same contractual relationship.
- (13) The assignment of claims against us requires our consent.

## § 4 Delivery deadlines and delay

- (1) In the absence of an express promise by the Seller or its authorized representatives, a delivery period shall be deemed only agreed as "approximate". Delivery and execution dates are only binding where we have expressly confirmed them in writing.
- (2) Where delivery times are binding, they shall run at the earliest from the date of the binding order confirmation, provided all details for the performance of the service and delivery have been clarified, in particular the Customer has provided and transmitted to us the information, documents and materials it is to procure.  
Where prepayment or an advance payment have been agreed, the start of the binding delivery period further assumes that the Customer has paid the agreed price or the agreed advance payment and the money has been credited to our account.  
The time of handover to the forwarding agent, carrier or other third party commissioned with the transport shall be decisive for compliance with binding delivery periods and dates. Where this cannot take place for reasons not imputable to us, the time of notification of readiness for dispatch shall be decisive.
- (3) The delivery/execution period shall be reasonably extended - even within a delay - in the event of force majeure, strikes, lockouts, interventions by national and international authorities, as well as all unforeseen obstacles occurring after contract formation and not imputable to us. This also applies if these circumstances occur at our suppliers and their sub-suppliers.  
Similarly, failure to cooperate and requests by the Customer for changes or additions to the delivery/execution shall lead to a postponement of the dates or extension of the deadlines by the duration of the delay.  
The Seller may also demand from the Customer an extension of delivery/execution deadlines or a postponement of delivery/execution dates by the period of time during which the Customer fails to meet its contractual obligations to the Seller.
- (4) Where shipment/execution is delayed due to circumstances imputable to the Customer, after granting a grace period which has expired without result, we shall be entitled to otherwise dispose of the delivery item and to supply the Customer with a reasonable extension of the deadline. Our statutory rights remain unaffected.
- (5) In no event shall the Seller be liable for impossibility of performance imputable to the third-party supplier, however, the Seller undertakes to assign any claims for compensation against the third-party supplier to the Customer.
- (6) The Customer's right to withdraw from the contract after the fruitless expiration of a reasonable grace period granted to the Seller remains unaffected.
- (7) The purchased goods must be accepted within the agreed delivery period without the setting of a grace period being required. Where the Customer is in default of acceptance, the Seller is entitled to deliver the goods or withdraw from the contract. We can also invoice the goods at the agreed price. The Seller shall be bound to the agreed price only for the agreed delivery period, and where the daily price is higher in the event of delayed call-off, this shall be taken as a basis.
- (8) Where the Customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims or rights remain reserved. Where there is a delay in acceptance, the risk of accidental loss or accidental deterioration of the object of sale or the work shall pass to the Customer at the time at which the Customer goes into default of acceptance or debtor's default.
- (9) Reasonable partial deliveries must be accepted by the Customer, unless partial deliveries are excluded.
- (10) Delivered goods can only be returned (returns) by express agreement with the Seller. Where goods are nevertheless returned, the mere return shall not be deemed to constitute recognition of a credit note, even where receipt of the goods is acknowledged. The burden of proof regarding any defects of the goods lies with the Customer.

## §5 Place of performance, shipping, packaging, transfer of risk

- (1) The place of performance for all obligations arising from the contractual relationship shall be our statutory seat, unless otherwise agreed.
- (2) The shipping method and packaging are subject to the Seller's due discretion. Unless otherwise expressly agreed between the Seller and the Customer, sales, transport or external packaging shall only be returned on the basis of mandatory statutory provisions.
- (3) Where the Customer so desires, we shall cover the delivery by transport insurance and the Customer shall bear the associated costs. In the event of damage to or loss of the delivery items during transport, the Customer must immediately arrange for a statement of facts with the carrier.
- (4) The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon delivery at the latest. However, regarding mail order purchases, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. This also applies where partial deliveries are made. Clause 4(9) remains unaffected.
- (5) Where the shipment is delayed at the request of or through the fault of the Customer, the goods shall be stored at the Customer's expense and risk. In this event, a notification of readiness for delivery is equivalent to shipment.  
In the event of storage by us, the storage costs shall amount to 0.15 % of the invoice amount of the delivery items to be stored per elapsed week. The right to assert and prove additional or lower storage costs is reserved.
- (6) In the events of contracts for work and services, the risk shall pass to the Customer upon acceptance, except in the event of a statutorily mandated earlier transfer.

## § 6 Retention of title/Co-ownership

- (1) The Seller retains ownership of all delivery items until full payment of all claims accruing to it from the business relationship with the Customer. In the event of a current account, all of the goods subject to retention of title shall serve as security for the balance claim. Where the estimated value of the goods subject to retention of title serving as security for the Seller exceeds the outstanding claims against the Customer by more than 50%, the Seller shall be obliged to release security of its choice to this extent at the Customer's request.
- (2) The Customer may neither pledge the goods subject to retention of title nor assign them as security. It shall treat these goods with care, and in particular it shall insure them adequately at its own expense against damage by fire, water and theft at their replacement value. Where maintenance and inspection work is required, the Customer shall carry this out in good time at its own expense.
- (3) In the event of seizure or confiscation or other disposition by third parties, it shall promptly notify the Seller of this (also in writing) so that we can bring an action pursuant to section 771 of the German Code of Civil Procedure. Where the third party is not in a position to reimburse us for the judicial and extra-judicial costs of an action under section 771 of the German Code of Civil Procedure, the Customer shall be liable for the loss we have incurred.
- (4) In the event of a breach of contract by the Customer, in particular in the event of a payment default, the Seller will be entitled to take back the delivered goods after a reminder and the Customer shall be obliged to surrender the goods.
- (5) Where the Customer is a reseller, the retention of title in clause 7(1) shall also apply. Nevertheless, the Customer shall be entitled to resell the goods to third parties in the ordinary course of business, and the Customer hereby assigns to the Seller all receivables and rights accruing to it from the resale in the amount of the Seller's invoice amounts including value added tax plus a security surcharge of 10 %, irrespective of how the delivery items were resold. The Seller hereby accepts the assignment. After the assignment, the Customer shall continue to be authorized to collect the receivables. The Seller's right to collect the receivables itself shall remain unaffected; however, the Seller undertakes not to collect a receivable as long as the Customer duly meets its payment obligations and has not defaulted on payment and, in particular, no application for the opening of insolvency proceedings has been filed. However, where this is the case, we can require the Customer to inform us of the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the

assignment.

- (6) The processing or transformation of the object of sale by the Customer shall always be carried out for us as manufacturer, without any obligations arising for us from this. Where the object of sale is processed with other items not belonging to us, we shall acquire co-ownership of the new items in the ratio of the value of the object of sale (invoice final amount plus VAT) to the other processed goods at the time of processing. In all other respects, the same shall apply to the item created by processing as to other objects of sale delivered subject to retention of title (see above). Where the object of sale is inseparably commingled with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other commingled items at the time of commingling. Where the combination is carried out in such a way that the Customer's item is to be regarded as the main item, the Customer's transfer of proportional co-ownership to us shall be deemed agreed

## § 7 Warranty rights

- (1) Claims for defects presuppose that the delivery item has been inspected for defects by the Customer immediately after delivery and that any defects detected have been promptly reported to the Seller in writing (including by email). In any case, patent defects must be reported within two working days of delivery. Latent defects must also be reported in writing within a reasonable period of time after they have been ascertained. Timely transmission of the notification shall suffice to meet the deadline. Transport damage shall be noted immediately on the delivery note and shall also be reported to us, in addition to the forwarding agent, carrier or other third party designated to carry out the shipment.
- (2) Rejected goods must be stored and handled properly.
- (3) Where goods are to be delivered directly to the Customer's customers, the Customer shall be responsible for compliance with the provisions of the two preceding paragraphs.
- (4) Provided that the notice of defect has been duly transmitted, all those parts of the delivery which show a material defect as a result of a circumstance prior to the passing of risk shall be repaired or replaced free of charge at the Seller's reasonable discretion and at its option. Where the agreed remuneration has not yet been fully or partly paid, the Seller may render subsequent performance (repair and subsequent delivery) dependent on the Customer paying a reasonable part of the remuneration, taking into account the asserted defect.
- (5) Subsequent performance shall only extend to those parts of the performance which exhibit the defect or which were unavoidably damaged by the defect despite proper handling.
- (6) The Customer shall only be entitled to reduce the remuneration or to withdraw from the contract due to a defect in the purchased item or the work performance where the Seller grievously and finally refuses subsequent performance or where the type of subsequent performance chosen by the Seller has failed or is unreasonable for the Customer or where the Customer has unsuccessfully set the Seller a reasonable deadline for subsequent performance and this deadline has expired or where the setting a deadline can be statutorily dispensed with. No right of withdrawal accrues in the event of an insignificant defect.
- (7) Where a defect is based on the Seller's fault, the Customer can claim compensation under the conditions specified in clause 9.
- (8) The warranty shall be excluded where the Customer has not followed the instructions regarding the handling, maintenance and care of the delivery item, even though this was reasonable for it. The same shall apply where spare parts other than our original spare parts or spare parts recommended by us in writing are installed in the delivery item or where the delivery item is otherwise interfered with without our consent. The warranty does not cover normal wear and tear or normal wearing, in particular of wearing and material-carrying parts.
- (9) Where a notice of defects from the Customer proves unjustified, the Customer shall reimburse us for all proven expenses incurred as a result of the notice of defects in inspecting the alleged defect or carrying out the alleged rectification. This is hereby expressly stated.
- (10) The warranty shall be excluded for damage caused by the following reasons: inappropriate or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, inappropriate operating materials, replacement materials, defective construction work, unsuitable building ground, chemical, electromechanical or electrical influences, etc., provided that the above circumstances are not attributable to any fault on our part. Any improper modifications or repair work carried out by the Customer or third parties without our prior approval shall exclude any liability for the resulting consequences.

## § 8 Special provisions for work services

- (1) Where we perform work for the Customer, the Customer shall be obliged to accept the work no later than 12 working days following notification of completion. Where the Customer does not make any observations within this period, acceptance shall be deemed to have taken place.
- (2) The work shall be deemed accepted at the latest upon commissioning by the Customer.
- (3) Upon delivery of the equipment, machine or the other work product for the agreed intermediate storage at the Customer's premises, the Customer shall assume the safety-related responsibility as well as the obligation to protect the temporarily stored objects. We will retain the ownership of the items.
- (4) Unless otherwise agreed, the remuneration for work shall be paid as follows:
- (a) 50% advance payment following the receipt of order confirmation and transmission of advance payment invoice,
  - (b) 40% following receipt of our notification to the Customer that the machine, equipment or other work product has been completed, is ready for shipment and is ready for factory acceptance and following receipt of the further advance payment invoice and
  - (c) the balance of 10% following acceptance and receipt of the final invoice. Invoices for repairs, spare parts and service shall be payable immediately without deduction. Payments shall be made within 10 days of invoicing at the latest.

## § 9 Liability for compensation for culpable damage

- (1) The Seller's liability for compensation, for whatever legal reason, in particular impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with the provisions of this clause 10 to the extent that this depends on fault.
- (2) The Seller shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, provided that this is not a breach of material contractual obligations. The obligation of timely delivery of the delivery item, its freedom from defects of title and such material defects that impair its usability more than insignificantly shall be material to the contract.
- (3) Where the Seller's liability for damages based on the merits of the individual case is established, this liability shall be limited to damage which the Seller foresaw at the time of the contract's formation as a possible consequence of a breach of contract or which it should have foreseen had it exercised customary care. Indirect damage and consequential damage resulting from defects of the delivery item shall only be eligible for compensation if such damage is typically to be expected when the delivery item is used in accordance with its intended purpose.
- (4) In the event of liability for simple negligence, our liability for damages to property and other financial losses resulting therefrom shall be limited to an amount of 3,000,000.00 euro per claim (corresponding to the current sum insured under our product liability insurance or liability insurance), even in the event of a breach of material contractual obligations.
- (5) The above exclusions and limitations of liability shall apply to the same extent in favour of the Seller's organs, legal representatives, employees and other vicarious agents.
- (6) Where we act in an advisory capacity and this advice is not part of our contractually agreed scope of services owed, this shall be done free of charge and with the exclusion of any liability.
- (7) The limitations of liability in this clause 10 shall not apply to the Seller's liability for intentional conduct or gross negligence as well as for damage resulting from death, physical injury or illness. Liability for guaranteed characteristics and liability under the Product Liability Act shall also remain

unaffected.

## § 10 Applicable law, place of jurisdiction, partial invalidity/ other provisions

- (1) These terms and conditions are governed by the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods and private international law shall not apply.
- (2) Where the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Seller's place of business. The same shall apply where the Customer does not have a general place of jurisdiction in Germany or if its place of residence or habitual abode is unknown at the time the action is brought. The Seller may also choose to sue at the Customer's general place of jurisdiction or at the place where the delivery item is located.
- (3) The Customer warrants that personal data transmitted by the Customer during contract initiation, contract formation and contract processing may be processed and stored for the purposes of contract processing and within the scope of statutory documentation and retention obligations. In particular, it shall provide the data subjects with the instructions and information required by law for this purpose and obtain any necessary consents from the data subjects. The Customer shall also ensure that all persons entrusted with the performance of its obligations comply with the statutory provisions on data protection. The obligation of these persons to maintain data secrecy, as required by data protection law, shall be assumed prior to the first commencement of their activities and evidence of this shall be provided to us upon request.
- (4) We reserve the ownership rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated "confidential". Transmission of the above documents to third parties and the making of copies or duplicates as well as other reproductions require our prior written consent. The foregoing shall apply accordingly to any software supplied. This may only be used on the supplied system (machine). Any third-party use is prohibited. The Customer shall assume the obligation to observe third-party rights and in particular license agreements.
- (5) The Customer shall ensure workplace safety in its facilities and the observance of existing safety regulations, as well as appropriate working conditions for our service personnel.
- (6) Where individual provisions of the contract with the Customer, including these general terms and conditions, are or prove wholly or partly invalid, this shall not affect the validity of the remaining provisions.
- (7) Where any provision of these GTSD and the further agreements made is or proves invalid, this shall not affect the validity of the remainder of the contract. In place of the ineffective provisions or to fill the gap, an appropriate provision shall apply whose economic outcome - as far as legally possible - comes closest to what the contracting parties intended or would have intended according to the spirit and purpose of these terms and conditions had they considered the point.

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