

## General terms and conditions

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### I. General

1. Our terms and conditions apply to all current and future business relationships.
2. They are used in contracts with the following:
  - a. Persons who conclude a contract as part of their commercial or self-employed business activity (entrepreneurs);
  - b. Legal persons under public law or special funds under public law.
3. Any deviating, contradictory or supplementary general terms and conditions shall not become an integral part of the contract, even if they are known, unless their validity is agreed explicitly in writing.

### II. Offer

The documents included in the offer, such as illustrations, drawings, weights and measurements, are only approximate in their determining character unless they are explicitly described as binding. The supplier retains the proprietary rights and copyright for cost estimates, drawings, samples and other similar information in physical or immaterial form – including in electronic form; this information must not be provided to third parties. If the ordering party has designated plans as confidential, the supplier shall only provide them to third parties with the ordering party's agreement.

### III. Scope of delivery

The scope of delivery is determined by the written order confirmation from the supplier; in case of a time-limited offer from the supplier that is accepted by the deadline, the scope of delivery is determined by the offer if no timely order confirmation is available. Supplementary agreements and changes require written confirmation from the supplier.

### IV. Price and payment

1. In the absence of special agreements, prices apply ex works, including loading at the plant but excluding packaging. The applicable legally required value-added tax will be added to the prices.
2. Absent any special agreement, payment must be made in cash, without any deduction or transaction charges, to the supplier's point of payment as follows:  
1/3 down payment after receipt of the order confirmation,  
1/3 as soon as the ordering party is informed that the main parts are ready for shipping,  
remaining amount within one further month.
3. The ordering party may withhold payments or offset them against any counterclaims contested by the supplier insofar as a demand is undisputed or established as final and absolute.

### V. Delivery time

1. The delivery time starts when the order confirmation is sent, but not before the ordering party has provided the necessary documents, permits and approvals, and not before the agreed down payment is received.
2. The term for delivery is met if the delivery item has left the plant before the time expires, or if it is reported as ready for shipping.
3. The delivery time will be extended appropriately in the event of industrial disputes, in particular strikes and lock-outs, or if unexpected obstacles not under the influence of the supplier occur, insofar as such obstacles can be proven to significantly affect the completion or delivery of the delivery item. This also applies if a subcontractor encounters such circumstances. The supplier is not responsible for the aforementioned circumstances even if they occur during an existing delay. In important cases, the supplier shall inform the ordering party at the earliest stage possible of the beginning and end of such obstacles.
4. If the ordering party incurs damage due to a delay caused by the supplier, the ordering party has the right to demand compensation for delay. Compensation is 0.5% for each full week of delay, but does not exceed 5% in total of the value of the specific part of the overall delivery that cannot be used on time or according to the contract due to the delay. Any further damage is compensated only in the cases described in section IX Limitation of liability.

5. If shipping is delayed on request from the ordering party, the ordering party will be charged monthly for the costs resulting from storage, which are at least 0.5% of the invoice amount in case of storage at the supplier's plant, starting one month after readiness for shipping has been reported. However, if the supplier sets a suitable deadline and this deadline expires, the supplier has the right to dispose of the delivery item in a different manner and deliver to the ordering party with an appropriately extended deadline.
6. The delivery time can be achieved only if the ordering party fulfils their contractual obligations. Insofar as approval needs to be granted – excluding legitimate refusal of approval – the approval date is the determining factor; alternatively, the notification of readiness for approval is the determining factor.

## **VI. Passing of risk and receipt**

1. Risk passes to the ordering party at the latest when the delivery items are shipped, even in case of partial deliveries or if the supplier has also assumed other services, such as shipping costs or transport and set-up. Upon request by the ordering party, and at the ordering party's expense, the supplier can insure the shipment against theft, breakage, transport damage, fire damage and water damage as well as other insurable risks.
2. If the shipment is delayed due to circumstances outside the responsibility of the supplier, the risk is transferred to the ordering party from the day of shipping readiness; however, the supplier is obligated to obtain the insurances demanded by the ordering party upon the ordering party's request and at the ordering party's expense.
3. The ordering party must accept delivered objects, even if they bear insignificant defects, without prejudice to the rights in section VIII Warranty.
4. Partial deliveries are permitted.

## **VII. Reservation of ownership**

1. The supplier retains ownership of the delivery item until all payments agreed in the delivery contract have been received.
2. The reservation of ownership also applies to the full value of the products created through the processing, mixing or connection of our goods, with us being considered the manufacturer. If, in case of processing, mixing or connection with goods from a third party, the third party's ownership rights remain, we obtain a shared ownership of these processed goods in relation to their invoice values.
3. The supplier is permitted to insure the delivery item against theft, breakage, fire damage, water damage and other damage at the ordering party's expense unless the ordering party can prove they have concluded this insurance themselves.
4. The order party must not sell or pawn the delivery item or use it as a security deposit. If the delivery item is seized, confiscated or disposed of in other ways by third parties, the ordering party must immediately notify the supplier of this fact.
5. If the ordering party acts in a manner that is contrary to the contract, especially in case of payment delays, the supplier is entitled to take the item back after sending a reminder, and the ordering party is obligated to hand over the item. The ordering party is responsible for the resulting transport costs. The supplier is allowed to utilise the reserved goods after they have been returned. The proceeds from utilisation shall be deducted from the liabilities of the ordering party – minus appropriate utilisation costs.
6. On the basis of the reservation of ownership, the supplier can only demand the delivery item if they have withdrawn from the contract.
7. A request to initiate bankruptcy procedures entitles the supplier to withdraw from the contract and demand the immediate return of the delivery item.

## **VIII. Warranty**

1. If the goods are defective, we shall first compensate for this by repairs or a replacement delivery according to our choice.
2. If the supplementary performance fails, the customer can on principle demand a reduction in payment or demand the annulment of the contract. However, in case of minor contract violations, especially minor defects, the customer does not have the right to withdraw.

3. The customer must report any obvious defects to us in writing within two weeks of receiving the goods; otherwise their warranty claim cannot be enforced. Timely sending is enough to maintain the deadline. The customer bears the full burden of proof for all qualifying conditions, in particular for the defect itself, the time at which the defect was detected, and for the timely nature of the notice of defects.
4. If the customer decides to withdraw from the contract due to a defect of title or material, they are not entitled to additional compensation for the defect. If, after a failed supplementary performance, the customer demands compensation, the goods shall remain with the customer if this can be reasonably expected of them. Compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if we caused the contract violation in bad faith.
5. The warranty period is one year from the delivery or receipt of the goods. This also applies to used items. It does not apply if the customer did not report the defect in a timely fashion (item 3 in this contract provision).
6. The product description from the manufacturer is generally agreed to describe the condition of the goods. In contrast, public statements, instructions or advertising by the manufacturer do not represent a contractual description of the condition of the goods.
7. If the customer receives a defective assembly manual, we are only obliged to supply a defect-free assembly manual, and only if the defect in the assembly manual is counter to correct assembly.

## **IX. Limitation of liability**

1. In case of slightly negligent breaches of duty, our liability is limited to the immediate average damage that is easy to predict for the type of goods and is typical of this kind of contract. This also applies in case of slightly negligent breaches of duty by our legal representatives or vicarious agents.
2. We accept no liability for slightly negligent violations of inessential contractual duties.
3. The aforementioned liability restrictions do not affect customer claims resulting from product liability. Furthermore, the liability restrictions do not apply in case of non-attributable physical and health injuries or to the loss of the customer's life. Compensation claims from the customer due to a defect expire one year after delivery of the goods. This does not apply if we can be accused of bad faith.

## **X. Software usage**

1. Insofar as software is included in the scope of delivery, the ordering party is granted the non-exclusive right to use the supplied software and its documentation. The software is supplied for use on the delivery item intended for the purpose. It is prohibited to use the software on more than one system.
2. The ordering party may only reproduce, revise or translate the software or convert it from the object code to the source code to the extent permitted by law (Act on Copyright and Related Rights, sections 69 et seq.). The ordering party agrees to not remove the manufacturer's information – especially copyright notices – or modify them without express prior approval from the supplier.
3. All other rights to the software and documentation, including copies, remain with the supplier and/or the software supplier. It is not permitted to assign subsidiary licenses.

## **XI. Final provisions**

1. The laws of the Federal Republic of Germany apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.
2. The exclusive place of jurisdiction for all disputes arising from this contract is our place of business. The same applies if the customer has no general venue in Germany, or if the residence or main residence are not known at the time of commencement of the action.
3. Should individual provisions of the contract with the customer, including these general terms and conditions, be or become invalid in whole or in part, this does not affect the validity of the remaining provisions. The wholly or partially invalid regulation shall be replaced by a regulation that comes as close as possible to the invalid one in terms of economic success.