General Terms and Conditions

1. **Scope of Application**

The following terms and conditions apply only to individuals who qualify as entrepreneurs within the meaning of the legal definition, as well as to legal entities under public law and special assets under public law.

2. **General Provisions**

2.1 All our deliveries and services are subject to these Terms and Conditions as well as any separate contractual agreements. The purchase conditions of the customer do not become part of the contract, even if the contractual partner refers to them.
2.2. Samples, cost estimates, drawings, or similar information of a physical nature remain our property. To the extent that this information is stored electronically, the copyright remains with us. This information may not be made accessible to third parties.

3. **Contract Content**

3.1 The scope of our delivery obligation is governed by the written order confirmation, if provided. Otherwise, our offer shall be decisive. Any additional agreements or modifications require our written confirmation.

3.2 Our product information and other documents, such as images, drawings, sketches, and dimension details, only become part of the contract if we have explicitly designated them as binding.

3.3 If, after submitting an offer, changes are made to the products due to ongoing technical development, we are permitted to deliver the technically modified version. We are entitled to deviations in images, drawings, descriptions, colors, measurements, weights, quality, and other specifications, provided these deviations are reasonable for the customer considering mutual interests. The customer is obliged to inform us at the time of order placement if we are absolutely not allowed to deviate from any specifications or instructions.

3.4 To the extent that our delivery includes software, we grant the customer a non-exclusive right to use the delivered software, including its documentation. The software is provided solely for use with the designated delivery item. Usage of the software on more than one system is prohibited. The customer may only reproduce, modify, translate, or convert the software from object code to source code to the extent permitted by law (§§ 96 and following of the Urhebergesetz - German Copyright Act). The customer agrees not to remove or alter any manufacturer's copyright notices or other proprietary markings without our prior explicit consent. The customer is allowed to make two backup copies. All other rights to the software and documentation, including copies, remain with us or the software supplier. The granting of sublicense rights is not permitted.

4. **Prices**
4.1 Unless otherwise agreed, prices are ex works, including loading at the factory, but excluding packaging and other costs. Value-added tax (VAT) will be added at the applicable legal rate, if applicable.
4.2 For services provided more than 4 months after the contract is concluded, we may charge any increases in labor and/or material costs that occur after the offer is made, plus a reasonable overhead surcharge.

5. Payments, Default, Retention, Termination
5.1 In the absence of a special agreement, payment is to be made without any deductions to our account at the payer's expense, as follows: one-third upon receipt of the order confirmation or

acceptance of our offer, one-third after notification that the delivery item is ready for shipment, and the remaining balance within one month after the risk has transferred.
5.2 In case of late payment, we may charge interest on overdue amounts at a rate of 5 percentage points above the applicable base interest rate, but at least 8 %. We reserve the right to prove higher damages.
5.3 For each payment reminder following the first reminder, we may charge EUR 10.
5.4 The customer is not entitled to withhold payments or offset claims against us that are disputed or not legally established.
5.5 Under the conditions of § 321 of the German Civil Code (BGB), we may demand security. If the security is not provided within a reasonable period, we may withdraw from the contract and claim damages.

6. **Delivery Date / Delivery Period (hereafter referred to as Delivery Time), Delivery Delay**

6.1 Delivery times are only binding if they are explicitly designated as binding in our order confirmation.

6.2 The adherence to a binding delivery time depends on the clarification of all commercial and technical questions with the customer and the customer fulfilling all obligations to cooperate. This also includes making any agreed down payment. If the customer fails to meet this cooperation obligation, the delivery time will be extended accordingly.

6.3 Meeting the delivery time also depends on us being properly and timely supplied by our own suppliers.

6.4 If the failure to meet the delivery time is due to force majeure, labor disputes, or other events beyond our control, the delivery time will be extended accordingly. This also applies if such circumstances occur with our subcontractors. We will inform the customer as soon as possible about the start and end of such circumstances. These circumstances are also not our responsibility if they occur during an existing delay.

6.5 The delivery time is considered met if, by its expiration, the goods have left the factory or if readiness for shipment has been communicated. If acceptance is required, the acceptance date is decisive, except in cases of justified refusal to accept, or alternatively, the notification of readiness for acceptance. If the shipment or acceptance of the delivery item is delayed for reasons attributable to the customer, we may charge the customer for the costs incurred due to the delay, starting one month after the notification of shipment or readiness for acceptance, at a minimum of 0.5 % of the invoice amount for each month. At the same time, all our deliveries and services provided up to that point become due for payment. However, we are entitled to dispose of the delivery item elsewhere after setting and unfruitful expiration of an appropriate deadline, and to deliver to the customer within a reasonable, extended period.

6.6 Partial deliveries are permitted as long as they are reasonable for the customer.

6.7 The customer may withdraw from the contract without setting a deadline if the entire performance becomes finally impossible for us before the transfer of risk. Additionally, the customer may withdraw from the contract if, in the case of an order, the execution of a part of the delivery becomes impossible and the customer has a legitimate interest in refusing the partial delivery. If this is not the case, the customer must pay the contract price applicable to the partial delivery. The same applies in the event of our inability to perform. Otherwise, the scope of liability is governed by the provisions outlined in Section 11.3.

6.8 If we are in delay and the customer suffers damage as a result, the customer is entitled to claim a flat-rate delay compensation. This amounts to 0.5 % of the value of the part of the total delivery that cannot be used in a timely or contractually compliant manner due to the delay, for each full week of delay, but not exceeding a total of 5 %.

6.9 If the customer grants us a reasonable deadline to perform while we are in delay, taking into account statutory exceptions, and we do not meet this deadline, the customer is entitled to withdraw from the contract within the scope of statutory provisions.

6.10 Further claims due to delivery delay are exclusively governed by Section 11.3 of these terms.

7. **Transfer of Risk and Acceptance**

7.1 The risk passes to the customer once the delivery item has left the factory, even if partial deliveries are made or if we have performed other services, such as covering shipping costs, delivery, or installation. If an acceptance is required, it is decisive for the transfer of risk. The acceptance must be carried out immediately at the scheduled acceptance date or, alternatively, after we notify the customer that the item is ready for acceptance. The customer may not refuse acceptance if there is a minor defect.

7.2 We are entitled to insure all deliveries against transport damages at the customer's expense.

7.3 If transport damages are evident upon arrival at the customer’s location or become apparent later, the customer must immediately request a written record of the damage from the carrier.

7.4 If shipping or acceptance is delayed or does not occur due to circumstances beyond our control, the risk transfers from the day we notify the customer that the shipment or acceptance is ready. We commit to taking out the insurance the customer requests, at the customer’s expense.

8. Export to the USA and Canada

8.1 We prohibit the direct and indirect export of our products to the USA and Canada.

8.2 The customer releases us from all claims arising from exports to the USA and Canada, even if we have agreed to the export.

9. **Retention of Title**

9.1 We retain ownership and the right to dispose of the delivered goods until we have received all payments arising from the delivery contract and any previously concluded agreements. This includes check and bill of exchange demands as well as claims from ongoing accounts or current account balances. If a bill of exchange liability arises for us in connection with the payment, this retention of ownership does not expire until our claim from the bill of exchange has been fully settled.

9.2 Before the full settlement of our aforementioned claims, the customer may continue to use the delivered products within the scope of a proper business operation, unless a transfer prohibition has been agreed upon or will be agreed upon in advance for the claims assigned to us in accordance with section 9.6. Prior to this, pledging or security transfer is prohibited, and resale is only permitted to resellers in the ordinary course of business under the condition that the reseller receives payment from their customer and immediately forwards it to us. Any costs arising from interventions are to be borne by the customer.

9.3 The customer must notify us immediately of any attachments, seizures, or other third-party interventions.

9.4 In the event of breach of contract by the customer, especially in case of payment default, we are entitled to withdraw from the contract after issuing a reminder and the customer is obliged to surrender the goods.

9.5 Exercising our retention of title and attaching the delivered goods does not constitute a withdrawal from the contract.

9.6 The customer hereby assigns all claims, including VAT and all ancillary rights, arising from the resale of the goods to us in the amount of our invoice share. This applies even if the customer suspends the receivable from the resale in a current account with a buyer or third party. We accept this assignment.

9.7 When connected with a property or movable goods of third parties, or during processing within a work contract, the customer already assigns to us the claim for work compensation and/or the co-ownership share corresponding to our invoice amount, including VAT, for the processed reserved goods. We accept this assignment.

9.8 The customer is authorized to collect the assigned claims within the scope of normal business operations, provided they immediately transfer the incoming payments to us. This authorization to collect expires if the customer defaults on payments, applies for insolvency proceedings, or if a check or bill of exchange protest is filed.

9.9 If the delivered items become essential parts of a property, the customer agrees, in case of non-compliance with the agreed payment deadlines, to allow us to dismantle the items that can be removed without significant impairment of the building structure and to transfer ownership of these items back to us. If the customer impairs our rights, they are liable for damages. The costs for dismantling and other expenses are borne by the customer.

9.10 If the realizable value of the security interests we hold exceeds our secured claims by more than 10 %, solely due to this retention of title or combined with other securities, we are obliged to release securities at our discretion if the customer requests it.

9.11 We are entitled to insure the delivered goods against theft, fire, water, and other damages at the customer's expense unless the customer can prove that they have already taken out such insurance.

9.12 The application for opening insolvency proceedings entitles us to withdraw from the contract and demand the immediate return of the delivered goods. We provide warranty for material and legal defects of the delivery, excluding further claims, as follows: *Material Defects*

10. **Liability for Defects of Delivery (Warranty)**

10.1 Any parts found to be defective due to circumstances prior to the transfer of risk will be repaired or replaced free of charge at our discretion. The defective parts become our property. The defect must be reported to us immediately in writing.

10.2 The customer must give us the necessary time and opportunity to carry out all repairs and replacements that we deem necessary after being informed. Otherwise, we are released from liability for any consequences resulting from this. Only in urgent cases where operational safety is at risk or to prevent disproportionate damages—where we must be notified immediately—does the customer have the right to have the defect remedied by themselves or a third party and to claim reimbursement for the necessary expenses from us.

10.3 We will bear the direct costs arising from repairs or replacement deliveries, provided the complaint is justified. These costs include the cost of the replacement part, including shipping, as well

as reasonable costs for installation and removal. Within Germany, if it is more cost-effective in the specific case, we will also cover the costs for providing our technicians and helpers. Otherwise, the customer bears the costs. Replaced parts become our property.

10.4 The manufacturer has the right to withdraw from the contract in accordance with legal regulations if we do not successfully carry out the repair or replacement within a reasonable period set by us, considering legal exceptions, due to a defect. If the defect is minor, the customer only has the right to reduce the contract price. The right to reduce the contract price otherwise remains excluded.

10.5 No warranty is given in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, unless we are responsible for them.

10.6 If the customer or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.

10.7 If parts or material are delivered by the customer for processing or as a provision for the execution of an order, no incoming goods inspection for non-obvious defects shall be carried out, unless expressly agreed otherwise.

10.8 If software for EDP systems is included in our scope of services, the following shall also apply: We guarantee that the software provided does not contain reproducible errors. However, the prerequisite for the warranty is use in accordance with the contract. The customer must notify us immediately of any program errors. We shall rectify any errors notified to us. If it proves impossible to eliminate the error, we must develop an alternative solution. If we do not succeed in fulfilling our obligations under c), the customer may either reduce the agreed remuneration (also for devices whose use is not only insignificantly impaired due to the program errors) or demand termination of the contract. We do not guarantee that the software provided meets the specific requirements of the customer.

Defects of Title

10.9 If the use of the delivery item leads to an infringement of industrial property rights or copyrights, we shall, at our expense, procure the right for the customer to continue using the delivery item or modify the delivery item in a way that is reasonable for the customer so that the infringement of property rights no longer exists.

10.10 If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. We shall also be entitled to withdraw from the contract under the aforementioned conditions.

10.11 In addition, we shall indemnify the customer against any undisputed or legally established claims of the owners of the property rights concerned.

10.12 Subject to section 11, our obligations set out in section 10.9 are conclusive in the event of infringement of industrial property rights and copyrights. They shall only apply if the customer informs us immediately of any asserted infringements of industrial property rights or copyrights, the customer supports us to a reasonable extent in the defense against the asserted claims or enables us to carry out the modification measures in accordance with section 10.9, we reserve the right to take

all defensive measures, including out-of-court settlements, the defect of title is not based on an instruction of the customer and the infringement of rights was not caused by the fact that the customer has independently modified the delivery item or used it in a manner not in accordance with the contract.

11. Liability

11.1 If material supplied by the customer is damaged or rendered unusable by us, in particular during processing/working or repair, we shall only be liable if the damage was caused by gross negligence, but only up to the amount of 10 % of the processing value, unless unlimited liability exists by virtue of mandatory statutory provisions. We shall insure customer material stored with us against fire at our own expense. The customer must request in writing that further insurance be taken out at his own expense.

11.2 If the delivery item cannot be used by the customer in accordance with the contract due to our fault as a result of omitted or faulty execution of suggestions and consultations made before or after conclusion of the contract or due to the breach of other contractual secondary obligations, in particular instructions for operation and maintenance of the delivery item, the provisions of sections 10 and 11.2 shall apply accordingly to the exclusion of further claims by the customer.

11.3 We shall only be liable for damage that has not occurred to the delivery item itself, regardless of the legal grounds, in the event of intent, gross negligence on the part of the owner, the executive bodies or executive employees, culpable injury to life, limb or health, defects that we have fraudulently concealed or whose absence we have guaranteed, defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

11.4 In the event of culpable breach of material contractual obligations, we shall also be liable for gross negligence on the part of non-executive employees or slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract.

11.5 Further claims are excluded.

12. **Our claim for damages in the event of non-performance by the customer**

If we are entitled to claim damages for non-performance, the minimum liquidated damages to be compensated shall be 20 % of the agreed price excluding VAT. The amount of damages shall be increased if we can prove higher damages or reduced if the customer can prove lower damages.

13**. Statute of Limitations**

All claims of the customer on whatever legal grounds shall become statute-barred after 12 months. The statutory periods shall apply to intentional or fraudulent conduct and to claims under the Product Liability Act. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

14. **Binding Nature of the Contract**

14.1 The contract shall remain binding in its remaining parts even if individual conditions are legally invalid. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.

14.2 Should a provision be invalid in whole or in part, the contracting parties shall immediately endeavor to achieve the economic success intended by the invalid provision in another legally permissible manner.

15. **Place of Jurisdiction, Applicable Law**

15.1 All disputes arising from the contractual relationship shall be brought before the court responsible for our company. However, we shall also be entitled to take legal action at the customer's place of business.

15.2 All legal relationships between us and the customer shall be governed exclusively by the law of Germany applicable to legal relationships between domestic parties. However, the application of the uniform UN Convention on Contracts for the International Sale of Goods or other conventions on the law governing the sale of goods shall be excluded.