

### I. General

1. All deliveries and services are based on these terms and conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the customer shall not become part of the contract even if the order is accepted. In the absence of a special agreement, a contract is concluded with our written order confirmation.
2. We reserve the right of ownership and copyrights to samples, cost estimations, drawings and the similar, physical and immaterial information - also in electronic form - and may not be made available to third parties. We undertake to make information and documents designated as confidential by the customer available to third parties only with the customer's consent.

### II. Price and Payment

1. The prices are valid for deliveries within Germany "ex works" and for exports "FCA" (according to Incoterms 2010). The goods shall be packed in accordance with customary commercial practice, insofar as this is deemed necessary at our discretion. Value added tax or other local taxes, or tax obligations shall be added to the prices at the applicable statutory rate.
2. Our invoices are to be paid without deduction to our bank account by bank transfer or direct debit within 30 days of the invoice date.
3. We shall be entitled to charge interest on arrears in the legally stipulated amount as well as reminder fees in the amount of EUR 5.00 for reminders as of the due date. This shall not affect the assertion of higher default damages. The timeliness of payments shall be determined by the date of receipt of payment (value date of credit on our bank account).
4. The Purchaser shall only have the right to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or legally binding.

### III. Delivery time, Delivery delay

1. The delivery time is determined by the agreements of the contracting parties. Adherence to them by the supplier presupposes that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent upon him, such as the provision of the necessary official certificates or approvals, approval of the installation drawings or payment of a down payment. If this is not the case, our delivery period shall be extended appropriately. This does not apply if we are responsible for the delay.
2. The compliance to the delivery time is subjected to our correct and punctual self-delivery.
3. The delivery period shall be deemed to have been met if the delivery item has left our works or readiness for dispatch has been notified by the end of the delivery period. Insofar as an acceptance must take place, the acceptance date - except in the case of justified refusal to take delivery - shall be decisive, alternatively the notification of readiness for dispatch.
4. If the despatch or the acceptance of the delivery item is delayed for reasons which the Purchaser is responsible for, the Purchaser shall be charged the costs incurred as a result of the delay, beginning one month after notification of readiness for despatch or readiness for acceptance, but in the case of storage at the Supplier's works at least 0.5 % of the invoiced amount for each month. The compensation for delay is limited to 5% of the value of the affected delivery items. The lump-sum compensation for delay shall be set off against any further damage caused by default that we may claim.
5. If a failure to comply with the delivery period is due to force majeure, industrial disputes or other events beyond the supplier's control, the delivery period shall be extended accordingly. The Supplier shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.

The customer may terminate the contract if the entire performance becomes finally impossible for us before passing of risk. Furthermore, he may also terminate the contract if, in the case of an order, it becomes impossible to execute part of the delivery and he has a legitimate interest in rejecting the partial delivery. If this is not the case, the customer must pay the contract price which falls to the partial delivery. The same shall apply to our inability to perform. Otherwise Section VII. 2 applies.

If the impossibility or inability to perform occurs during the default of acceptance or if the customer is solely responsible for these circumstances, he remains obligated to counter-performance.

If we are in delay and the customer suffers damage because of this, he is entitled to demand compensation for delay. This shall amount to 0.5 % for each full calendar month of the delay, but in total not more than 5 % of the value of that part of the total performance which cannot be used on time or in accordance with the contract as a result of the delay.

If the customer grants us a reasonable period of grace for performance in the event of default, considering the statutory exceptions, and if we do not comply with this period of grace, the customer is entitled to withdraw from the contract within the framework of the statutory provisions. The setting of a grace period is not required if the interest in the fulfilment of the contract for the customer has ceased as a result of the delay. The same shall apply if we reject the service without justification, finally and seriously.

At our request, the customer undertakes to declare within a reasonable period whether he will make use of his right to terminate the contract.

Further claims arising from a delay in delivery shall be determined in accordance with Section VII. 2. of these Terms and Conditions.

### IV. Dispatch, Transfer of risk, acceptance

1. Our deliveries are made in Germany "ex works" and for export "FCA" (according to Incoterms 2010). In the event of dispatch, we shall insure the goods against theft, breakage, fire and water damage at the expense of the customer on our usual terms and conditions, unless otherwise agreed.
2. The risk shall pass to the customer when the delivery item has left our works, even if partial deliveries are made or if we have assumed other services, e. g. shipping costs or delivery and installation. Insofar as an acceptance must take place, this is decisive for the passing of risk. It must be carried out immediately on the acceptance date, alternatively after our notification of readiness for acceptance. The customer may not refuse acceptance in the case of a minor defect.
3. If dispatch or acceptance is delayed or omitted as a result of circumstances for which we are not responsible, the risk shall pass to the customer on the day of notification of readiness for dispatch or acceptance. We undertake to take out the insurances requested by the customer at his expense.
4. Partial deliveries are permitted.

### V. Retention of title

1. We reserve title to the delivery item until all payments arising from the delivery contract have been received.
2. We are entitled to insure the delivery item against theft, breakage, fire and water damage at the expense of the customer, unless the customer has

demonstrably taken out the insurance himself.

3. The Purchaser may not sell, pledge or assign the delivery item as security. In the event of seizure or confiscation or other dispositions by third parties, he must inform us immediately of this fact.
4. In the event of breach of contract by the customer, in particular in the event of default of payment, we shall be entitled to take back the goods after a reminder and the customer shall be obliged to surrender them.
5. If the delivered goods are processed, combined or mixed with other objects, the customer shall transfer to us a pro rata co-ownership of the other objects, insofar as these other objects are the property of the customer.
6. The customer may resell the delivered goods and the items resulting from their processing only in the ordinary course of business. The claims arising from the resale or for any other legal reason shall be assigned to us by the customer as security; he shall be authorised to collect the claims if he fulfils his obligation to pay us in accordance with the contract. The customer must transfer the amounts collected by him to us immediately, insofar as his claims are due. Even if the customer does not fulfil this obligation, we are entitled to the collected amounts and must be kept separately. At our request, the customer must inform us of the debtors of the assigned claims and we can notify the debtors of the assignment. The assertion of the retention of title as well as the attachment of the delivery item by us shall not be deemed to be a withdrawal from the contract.
7. The application for the opening of insolvency proceedings on the assets of the customer entitles us to withdraw from the contract and demand the immediate return of the delivery item.

### VI. Warranty

The customer is obliged to inspect the delivery item for completeness and defect-free condition immediately upon receipt. The complaint period within the meaning of § 377 HGB (German Commercial Code) is 5 working days. The receipt of a written complaint by us is decisive.

Subject to Section VII, we provide the following warranty for defects of quality and defects of title of the delivery, excluding further claims:

#### *Material Defects*

1. All those parts shall be repaired or replaced at our discretion which turn out to be defective because of a circumstance occurring prior to the passing of risk. The detection of such defects must be reported to us immediately in writing. Replaced parts become our property.
2. The customer must give us the necessary time and opportunity to carry out all repairs and replacement deliveries which we deem necessary after consultation with us; otherwise we shall be exempted from liability for the resulting consequences. Only in urgent cases of endangering operational safety or to prevent disproportionately large damage, in which case we must be notified immediately, shall the customer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us.
3. Of the costs arising from the rectification of defects or replacement delivery, we shall bear - insofar as the complaint proves to be justified - the costs of the replacement part, including shipping. We shall only bear the costs of installation and dismantling, including the costs for the possibly required provision of fitters and assistants, taking over of an assembler on site, insofar as these are owed according to the contract and are reasonable. It is no longer appropriate if the installation work is carried out outside the Federal Republic of Germany. The customer has the right to terminate the contract within the framework of the statutory provisions if - considering the statutory exceptions - we allow a reasonable period set to us for rectification or replacement delivery due to a material defect to elapse fruitlessly. If there is only an insignificant defect, the Purchaser shall only be entitled to a right to reduce the contract price. The right to a reduction of the contract price shall otherwise be excluded.
4. No warranty is assumed in particular in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as we are not responsible for them.
5. If the customer or a third party makes improper repairs, we shall not be liable for the resulting consequences.

The same applies to changes made to the delivery item without our prior consent.

#### *Legal Deficiencies*

6. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, we shall, at our expense, procure the right to further use for the customer or modify the delivery item in such a way that the infringement of property rights no longer exists.

If this is not possible under economically reasonable conditions in a reasonable manner or within a reasonable period, the customer is entitled to withdraw from the contract. Under the aforementioned conditions, we shall also be entitled to withdraw from the contract.

In addition, we shall indemnify the customer against undisputed or legally established claims of the respective proprietary right owners.

7. Subject to Section VII. 2, our obligations under Section VI. 7 shall be final in the event of infringement of industrial property rights or copyrights.

They only exist if:

- the customer notifies us immediately of any asserted infringement of industrial property rights or copyrights,
- the customer supports us to a reasonable extent in our defence against the asserted claims or enables us to carry out the modification measures in accordance with Section VI. 7,
- we reserve the right to take all defensive measures, including out-of-court settlements,
- the delivery item has not been manufactured or modified in accordance with the purchaser's instructions and
- the infringement of rights was not caused by the fact that the purchaser has changed the delivery item on his own authority or used it in a manner not in accordance with the contract.

### VII. Liability

1. If, as a result of our fault, the delivered item cannot be used by the customer in accordance with the contract due to omitted or faulty execution of proposals and consultations made before or after conclusion of the contract as well as the violation of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of Sections VI and VII. 2 shall apply to the exclusion of further claims by the customer.

2. For damages which have not occurred to the delivery item itself, we shall be liable for whatever legal reasons only for
- with intent,
  - in the case of gross negligence on the part of the owner / executive bodies or executive staff,
  - in case of culpable injury to life, limb or health,
  - in the case of defects which we have fraudulently concealed or the absence of which we have guaranteed,
  - within the framework of a guarantee promise,
  - in the case of defects of the delivery item, insofar as liability is assumed under the German Product Liability Act (product liability law) for persons or damage to privately used items.

In the event of culpable breach of essential contractual obligations, we shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, albeit limited to reasonably foreseeable damage typical of the contract. Further claims are excluded.

### **VIII. Statute of Limitation**

All claims of the customer - regardless of the legal grounds - shall become statute-barred after 12 months. The statutory time limits shall apply to intentional or fraudulent conduct and claims under the Product Liability Act. They shall also apply to buildings and to objects used in their usual manner of use for a building.

### **IX. Software Usage**

1. Insofar as software is included in the scope of delivery, a non-transferable, non-exclusive right is transferred to the customer to use the delivered software including its documentation. It shall be provided exclusively for use on the delivery item intended for this purpose. The use of the software on more than one system or by third parties who do not have a license to use the software themselves, or their passing on to third parties is prohibited.
2. The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 96 a ff. of the German Copyright Act (UrhG)). The Purchaser undertakes not to remove - in particular copyright - notices - or to change them without the Supplier's prior written consent.
3. All other rights to the software and the documentation, including copies, shall remain with us or the software supplier. The granting of sub-licenses is not permitted.

### **X. Applicable law - Place of Jurisdiction**

1. The law of the Federal Republic of Germany applicable to all legal relationships between the supplier and the customer shall be exclusively the law of the Federal Republic of Germany applicable to the legal relationships between domestic parties, excluding the UN Convention on Contracts for the International Sale of Goods.
2. Place of jurisdiction shall be the competent court at our registered office. However, we shall be entitled to take legal action at the customer's headquarters.