

# **General business terms and conditions for deliveries and services**



## **1. General information**

**1.1** Our general business terms and conditions shall apply exclusively for our deliveries and services to customers. We reject the customer's conditions deviating or contrary to our general business terms and conditions. Our general business terms and conditions shall also apply when we implicitly provide deliveries or services to customers with the knowledge of customer's conditions deviating or contrary to our general business terms and conditions.

### **1.2 Non-binding verbal side-agreements**

All agreements arranged between us and customers for the conclusion of contracts and in connection with the performance of the contract shall require the written form to be effective.

**1.3** Our general business terms and conditions shall only apply to companies in the sense of § 14 of the German Civil Code (hereafter BGB).

## **2. Scope of deliveries or services**

The nature and scope of services to be provided shall be described in the individual orders. They shall require the written form to be effective.

Data and information about the objects of deliveries or services (such as size, weight, tolerances, values for stability or properties and technical data) as well as their depictions (such as drawings and figures) shall only be approximate to the extent the usability for the contractually assumed purpose does not require precise agreement. They are not agreed upon property characteristics. Customary deviations as well as those improvements induced by legal guidelines or for technical reasons as well as comparable replacement shall be allowable to the extent that such do not impair the usability for the contractually assumed purpose.

## **3. Special rights and obligations**

Customers shall provide or transfer agreed upon specifications and/or information as well as additional specifications and information requested by us in a timely manner. They shall also share all information that is necessary and useful for the performance of the respective order without request.

## **4. Examination of the documents**

We shall examine the customer's specifications and documents only to the extent that such has been agreed. We do not assume any liability for said examination. Customers shall subject all documents created by them to careful checks.

## **5. Copyrights, discoveries and protected rights**

**5.1** We retain all rights to the documents provided to the customer by us of all types (such as proposal documents, plans, rough drafts, figures, calculations and drawings) including rights of ownership and copyrights. Customers shall return such completely and destroy any potential copies upon our request, if proper conduct of business does not require otherwise.

**5.2** We do not provide any guarantee for infringement of the breach of rights of third parties and must not assume responsibility for the consequences arising from such. The obligation of care shall lie exclusively with the customer.

## **6. Compensation and invoicing**

The amount of compensation shall be oriented on the invoice rates from our respectively valid price lists, if not otherwise agreed in individual orders. The price is

understood to be in Euro plus the respective, legally applicable VAT.

Additional expenses and special services that arise due to modifications requested by the customer or additional requirements or subsequent orders will be invoiced based on expenditures, to the extent not otherwise agreed.

The same shall apply for additional expenses arising from delays in the performance of the orders for which we are not responsible.

Travel expenses and accommodations for contracted travel to customers, suppliers, assembly locations or other locations shall be invoiced separately.

## **7. Payment**

**7.1** Compensation will become due immediately after receipt of the invoice, without deductions. If the compensation payment in instalments has been agreed upon during the course of manufacturing at the plant in individual orders, compensation for the instalment without deduction will become due after receipt of the respective instalment invoice.

**7.2** If circumstances that could significantly reduce the customer's creditworthiness and that will impact the payment of our company's outstanding balances against the customer arise after the conclusion of the contract, the customer shall pre-pay the contractual service or provide sufficient collateral upon our request.

## **8. Deduction**

Deductions from the payments shall require special written form.

## **9. Rights of offsetting and retention & cession**

Customers are only owed rights to offset claims if they have been legally determined, are undisputed or have been acknowledged by us. To this extent, a customer's right of retention shall also be excluded. Customers are not authorised to cede claims for payment against us to third parties.

## **10. Deadlines for deliveries or services**

Deadlines must be specified and agreed upon in the individual orders. The deadline for completion shall not begin before the customer has provided the documents, permits or approvals to be provided and not before receipt of any potentially agreed upon payment.

The deadline for completion shall be extended upon the introduction of unforeseeable events or force majeure to a suitable extent. For us, this shall include events for which we are not responsible, such as strikes and lockdowns, operational disruptions, bottlenecks in the supply of raw materials, untimely or incorrect deliveries internal to our company, shipwrecks, lack of transportation capacity, delays and accidents in transportation, difficulties in the procurement of official permits as well as official measures of all types in addition to natural catastrophes of all types. Partial deliveries shall be allowed, if they can be justified to the customer.

The deadline for completion shall be extended by all delays for which we are not responsible. In particular, such shall include delays due to delayed acceptance or approval by the customer as well as due to the customer's other contractual partners.

## **11. Transfer of risk**

Customers may not deny acceptance due to insignificant defects in the delivery or service.

The risk shall be transferred to the customer upon transfer of the object to the hauliers company, freight carriers or other third-party conveyors determined for shipment to the customer. Such shall also apply for partial deliveries or if we have assumed responsibility for other services (such as shipping or assembly). If there are delays in shipment due circumstances for which the customer is responsible, the risk is to be transferred at the time, when the customer was notified of readiness for shipment.

In principle, acceptance shall be performed as formal acceptance. However, other forms of acceptance shall not be excluded. Any services still owed and potential defects must be recorded in an acceptance protocol, even if there are differences of opinion about such. Acceptance may not be denied due to insignificant defects.

Acceptance shall be considered successful if:

- the delivery or service has been completed
- we have notified the customer of such and have set a suitable deadline for acceptance
- the purchaser neglects acceptance according to the deadline

#### **11.1 Expiration, guarantee and liability**

We shall be liable to the customer for the freedom of the contractual object from physical and legal defects at the time of the transfer of risk to the customer. Insignificant deviations of an agreed upon property are not physical defects.

We shall not be liable for defects that relate to: improper usage or excessive usage, poor or lacking maintenance, modifications without our written approval, improperly performed repairs by the customer, improper cleaning, non-compliance with the operators' and usage instructions, mechanical, electronic or electrical effects, erroneous replacement of work materials, sample materials or operational agents supplied by the customer or construction prescribed by the customer.

We shall also not be liable for wear. Among other things, wear is the on-going loss of material or deterioration of materials of a fixed body due to mechanical causes, including through contact and relative motion of a fixed, fluid or gaseous counter-body or medium.

#### **11.2 Expiration of the customer's claims of defect amounting to 12 months**

An exclusion period of 12 months, starting from the knowledge of the customer of the circumstances justified by the claim and the person of the debtor shall apply for the expiration of all claims that are not subject to expiration due to physical defect.

The preceding periods shall not apply in cases of intent or culpable concealment of a defect or to the extent that we have expressly assumed the guarantee for a property of the service or delivery object.

Furthermore, the periods shall not apply for claims for compensation of damages in cases of injury to life, limb or health or freedom, for claims in accordance with the Product Liability Act, for a breach of obligation of at culpable negligence or a breach of significant contractual obligations.

**11.3** We shall be liable according to the legal provisions to the extent that the customer enforces claims for compensation of damages that relate to intent or culpable negligence, including that of our representatives or vicarious agents. To the extent that we are not accused of intentional breach of contract, the liability for compensation of damages shall be limited to the foreseeable damages that typically arise.

**11.4** We shall be liable according to the legal provisions to the extent that we culpably breach a significant contractual obligation. However in such a case, the liability for the compensation of damages shall be limited to the foreseeable damages that typically arise.

**11.5** Liability due to culpable injury to life, limb or health shall remain unaffected thereby. Such shall also apply for mandatory liability in accordance with the Product Liability Act.

Medium damage and subsequent damages that are the consequence of defects in the delivery object or service will only be compensate to the extent that they should typically be expected during the intended usage of the delivery objects.

**11.6** Liability shall be excluded to the extent not otherwise regulated by the preceding paragraphs.

Such shall apply in particular for claims for compensation of damages from debts for the exclusion of the contract, due to other breach of obligations or due to claims of compensation of physical damages under tort law.

**11.7** The preceding limitation shall also apply to the extent that the customer demands compensation of expenditures.

In the case of simple culpability, our obligation for compensation for physical or personal damages shall be limited to 10% of the agreed upon counter-payment, however to a maximum amount of 50,000 € for each case of damage, even if a breach of contractual obligations is involved.

**11.8** Such shall also apply with regard to the liability for the compensation of personal damages of our employees, co-workers, representatives and vicarious agents to the extent that the liability for the compensation of damages against us is excluded or limited.

#### **12. Special exclusion of liability**

**12.1** In particular, we shall not be liable for the installation of our partial work into larger units and for the final product in accordance with 9. of the Device Safety Act, the Electromagnetic Tolerances Act and the Product Liability Act. If our service is supplemented by the customer, the end product shall be subject to the care of the customer.

**12.2** To the extent that we provide technical information or consultation and said information or consultation is not a part of the scope of services expressly agreed upon in a contract, such shall be provided free of charge and to the exclusion of any liability.

#### **13. Premature termination of order**

If the customer terminates the collaboration before completion of delivery or service, we shall invoice the services provided by us to that point. A claim for damages beyond that amount shall remain unaffected thereby.

#### **14. Retention of ownership for all objects delivered and provided**

**14.1** We retain the right of ownership to the objects until the receipt of all payments from the contract. If the customer conducts themselves contrary to the contract, in particular payment default, we shall be authorised to retrieve the objects. Retrieval of the objects by us shall constitute withdrawal from the contract. We shall be authorised to resell the objects after retrieval. The profits from the resale shall be added to the customer's obligations, less appropriate expenses for resale.

**14.2** Customers shall be obligated to treat the object with care. In particular, they shall be obligated to insure the objects against damage by fire, water damage and theft at their own expense at replacement value. If maintenance and inspection work is required, customers must perform such work at their own expense in a timely manner.

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During the period of our ownership, the customer shall not be authorised to encumber the contractual object with a right of collateral (such as security, lien, deed of trust, land charge and so on).

If the collateral term of retention of ownership is unknown at the location where the contractual object is located according to the contract, the collateral measure that comes closest to the economic meaning of retention of ownership according to the applicable local laws shall be also be agreed.

**14.3** Customers must immediately notify us in writing about seizures or other such actions by third parties, so that we can initiate steps to preserve our rights.

**14.4** Customers shall be authorised to resell the objects as part of proper business. However as of now, they shall cede all claims in the amount of the final factoring amount, including legal VAT, for our claim, which extends to it from the resale against their receiver or third party and do so without regard for whether the object has been resold without or after further processing. Customers shall also remain authorised to draw this claim after the cession. Our authorisation to draw the claim itself shall remain unaffected thereby. However, we have obligated ourselves not to draw the claim as long as customers comply with their obligations of payment from the profits collected, do not default on payments and, in particular, do not apply for the opening of insolvency or comparable procedures or cess making payments. If such is the case, we may request that customers inform us of the ceded claims and their debtors, provide all information required to draw the claims, provide the underlying documents and notify the debtor (third party) about the cession.

**14.5** Any modification or retrofitting of the objects by the customer will always be done by us. If the objects are modified using other objects that do not belong to us, we will acquire co-ownership of the new object in proportion to the value of the object (final factoring amount including VAT) to the other modified objects at the time of modification. The same conditions shall apply for the object created by the modification as for the object delivered under retention of rights.

**14.6** If the objects are inseparably integrated with other objects that do not belong to us, we will acquire co-ownership of the new object in proportion to the value of the object (final factoring amount including VAT) to the other integrated objects at the time of integration. If the mixture is done in such a manner that the customer's object can be viewed as the primary object, the proportional transfer of co-ownership from the customer to us shall be treated as agreed. The customer shall hold the sole ownership or co-ownership for us arising from such.

**14.7** Customers shall also cede the claims for the insurance of our claims against them, which extend from the connection of the object with a property against a third party.

**14.8** We have obligated ourselves to release the security so created upon demand by the customer if the realisable value of our securities exceed the claims to be secured by more than 10%. The choice of securities to be released shall be at our discretion.

### **15. Court of jurisdiction, location of fulfilment & applicable law**

**15.1** The court of jurisdiction shall be Obernburg, Germany.

**15.2** The laws of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

**15.3** To the extent not otherwise agreed upon in the individual contract or by the type of service, our business location shall be the location of fulfilment.

**16.** To the extent that the contract or these general business terms and conditions contain loopholes, the same regulations shall be treated as legally for effective for filling said loopholes, which the contractual partners would have agreed upon according to the economic objective of the contract, if the loopholes had been known.