

General Terms and Conditions of Sale, Delivery and Payment

1. Placement of orders

1.1. These contractual terms and conditions shall apply exclusively to business transactions between us, as the vendor or service provider (hereinafter referred to as "Vendor"), and companies, legal entities under public law or special funds under public law (b2b); we shall not recognise any contractual terms and conditions of the ordering party that conflict with or deviate from our terms and conditions unless we have expressly agreed to their validity in writing. Our terms and conditions shall even apply if we perform the delivery to the ordering party without reservation in the knowledge that the ordering party's contractual terms and conditions conflict with or deviate from our terms and conditions.

1.2. Our terms and conditions shall also apply to all future transactions with the ordering party.

2. Offer/offer documents

2.1. All our offers shall be subject to change and non-binding, unless they are expressly designated as binding or contain a specific acceptance period. We can accept orders or assignments within (14) days of receipt.

2.2. We reserve property rights and copyrights respectively to reproductions, drawings and other documents; they must not be made accessible to third parties. This shall apply in particular to such written documents that are designated as confidential; the ordering party shall require our express consent before passing them on to third parties.

3 Prices/payment terms

3.1. The prices quoted by us shall apply only to the individual assignment. Repeat orders shall be treated as new assignments. The quoted prices shall not include packaging, freight, postage, insurance, customs clearance and VAT. Unless otherwise agreed, our prices shall be "ex works", i.e. as per the delivery clause EXW according to Incoterms® 2020.

3.2. Invoices shall be payable as follows: within 30 days net cash. For contract work/works contracts/works and materials contracts within 8 days net.

3.3. Set-off and a right of retention shall be ruled out unless the ordering party's counterclaims have been legally established, are undisputed or are ready for a decision. Moreover, a right of retention shall require that the ordering party's counterclaim is based on the same contractual relationship.

4. Delivery period

4.1. The start of the delivery period stated by us shall require that all technical questions have been clarified.

Periods and dates for deliveries and services promised by the vendor are always only approximate, unless a fixed period or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation, unless expressly stated otherwise by us.

4.2. If we should be in default with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with clause 7 of these General Terms and Conditions of Delivery. If we should be in default of delivery for reasons for which we are only responsible within the scope of ordinary negligence, the ordering party shall be entitled to demand lump-sum compensation for default in an amount of 0.5 per cent of the

respective invoice value for each full week of default, but no more than 5 per cent of the respective invoice value.

If, for reasons for which we are responsible, our delivery is neither performed in due time nor within a grace period to be set by the ordering party, the ordering party shall be entitled to withdraw from the ordered delivery.

4.3. The above limitations of liability under clause 4.2 shall not apply if a commercial transaction for delivery by a fixed date has been agreed; the same shall apply if the ordering party claims that its interest in fulfilment of the contract has ceased to exist due to the default for which we are responsible.

4.4. Compliance with our delivery obligation shall require the timely and proper fulfilment of the ordering party's obligations.

4.5. If the ordering party is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred to us, including any extra expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased item shall also pass to the ordering party at the point in time when the ordering party defaults on acceptance.

4.6. Force majeure is an external event that could not have been averted, prevented or rendered harmless, even with the utmost reasonable care and by technically and economically reasonable means, or could not have been averted, prevented or rendered harmless in good time.

Force majeure or circumstances that are beyond our control (in particular natural disasters of any kind such as storms, earthquakes, floods and volcanic eruptions, as well as mobilisation, fire, traffic accidents, hostage-taking, war, riots, civil unrest, civil war, revolution, terrorism, sabotage, epidemics and pandemics, strikes and lockouts, insofar as lockouts are lawful, or statutory provisions or measures of the government or of courts or authorities (irrespective of their lawfulness)) and that prevent us from executing the order in time shall entitle us to reasonably postpone the fulfilment of assumed obligations or, if performance becomes impossible for us as a result, to withdraw from the contract in whole or in part. The same shall apply if, for reasons beyond our control, we do not receive from our suppliers the material required for executing the order that we have ordered from our suppliers or do not receive such material on time. Withdrawal shall require that we inform the ordering party without undue delay of such non-availability and reimburse any payments made by the ordering party without delay. Claims for damages of any kind shall be ruled out.

4.7. We shall only be entitled to make partial deliveries if

- the partial delivery can be used by the principal for the contractually intended purpose,
- the delivery of the remaining ordered goods is ensured, and
- the principal does not incur any significant additional work/time expenditure or additional costs as a result (unless we agree to bear these costs).

4.8. If we postpone dispatch at the ordering party's request, the ordering party shall be charged the costs incurred by storage, starting 1 month after notification of readiness for dispatch, but in the case of storage at the supplier's factory at least 0.5 per cent of the invoice amount for each month. However, the supplier shall be entitled to dispose otherwise of the delivery item after the fruitless expiry of a reasonable period of time and to effect delivery to the ordering party within a reasonably extended period of time.

5. Delivery and transfer of risk

5.1. The goods shall be dispatched at the expense and risk of the ordering party. Unless otherwise agreed in writing, the delivery term shall be EXW according to Incoterms® 2020.

6. Warranty, material defects

6.1 The warranty period shall be one (1) year from delivery or, if acceptance is required, from acceptance. However, this deadline shall not apply to claims for damages of the principal arising from injury to life, body or health or from wilful or grossly negligent breaches of obligations by the vendor or the vendor's vicarious agents, which shall expire by limitation according to statutory provisions.

6.2 The delivered items shall be examined with care immediately after delivery to the principal or to the third party designated by the principal. In respect of obvious defects or other defects which would have been detectable by an immediate, careful inspection, the items shall be deemed to have been approved by the buyer if the vendor does not receive a written notice of defects without undue delay after delivery. In respect of other defects, the delivered items shall be deemed to be approved by the buyer if the notice of defects is not received by the vendor without undue delay after the point in time when the defect was detected; however, if the defect was already detected at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the period for giving notice of defects. At the vendor's request, a rejected delivered item shall be returned to the vendor, carriage paid. In the event of a justified notice of defects, the vendor shall reimburse the costs of the most favourable mode of transport; this shall not apply insofar as the costs are increased because the delivered item is located at a place other than the place of intended use.

6.3 In the event of material defects of the delivered items, the vendor shall initially be obliged and entitled to rectify the defect or make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. the impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the principal may withdraw from the contract or reduce the purchase price appropriately.

6.4 If a defect is due to the fault of the vendor, the principal can demand compensation under the conditions specified in clause 7.

6.5 In the case of defects in components from other manufacturers which the vendor cannot remedy due to licensing or factual reasons, the vendor shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the principal's account or shall assign them to the principal. Warranty claims against the vendor for such defects shall only incur subject to the other requirements and in accordance with these General Terms and Conditions of Delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the principal's relevant warranty claims against the vendor shall be suspended.

6.6 The warranty shall become void if the principal modifies the delivered item or has it modified by third parties without the vendor's consent and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the principal shall bear the additional costs of remedying the defect resulting from the modifications.

6.7 A delivery of used items agreed with the principal in individual cases shall be made to the exclusion of any warranty for material defects.

7. Liability for damages due to fault

7.1 The vendor's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, violation of duties during contractual negotiations and tort, shall be limited in accordance with this clause 7, insofar as fault is involved in each case.

7.2 The vendor shall not be liable in the case of ordinary negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless a breach of material contractual obligations is involved. Material contractual obligations shall be the obligation to deliver and install the delivered item in due time, its freedom from defects of title as well as such material defects that impair its functionality or usability significantly, as well as consulting, protection and care obligations that are intended to enable the principal to use the delivered item in accordance with the contract or are intended to protect the life and limb of the principal's staff or to protect the principal's property from significant damage.

7.3 Insofar as the vendor is liable on the merits for damages in accordance with clause 7.2, this liability shall be limited to damages which the vendor foresaw as a possible consequence of a breach of contract on conclusion of the contract or which the vendor should have foreseen if it had exercised due care. Indirect damages and consequential damages resulting from defects of the delivered item shall also only be eligible for compensation if such damages are typically to be expected when the delivered item is used for its intended purpose. The above provisions of this subclause 7.3 shall not apply in the event of wilful or grossly negligent misconduct of members of the vendor's executive bodies or senior executives.

7.4 The above exclusions and limitations of liability shall apply to the same extent in favour of the executive bodies, legal representatives, employees and other vicarious agents of the vendor.

7.5 Insofar as the vendor provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.

7.6 The limitations under this clause 7 shall not apply to the vendor's liability for wilful misconduct, for guaranteed characteristics, for injury to life, body or health or under the German Act on Liability for Defective Products (*Produkthaftungsgesetz*).

8. Reservation of title

8.1. We shall reserve title to the object of the contract until all payments arising from the contract have been received. In the event of a breach of contract by the ordering party, in particular default in payment, we shall be entitled to take back the object of the contract. If we take back the object of the contract, this shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. A seizure of the object of the contract by us shall always constitute a withdrawal from the contract. After taking back the object of the contract, we shall be entitled to realise it; the proceeds of realisation shall be set off against the ordering party's debts less reasonable realisation costs.

8.2. The ordering party shall be obliged to treat the object of the contract with care until final payment has been made, in particular it shall be obliged to insure it adequately at its own expense against fire, water and theft damage at replacement value.

8.3. In the event of a seizure or other interventions by third parties in the reserved goods, the ordering party shall notify us in writing without undue delay, so that we can take legal action in accordance with section 771 of the German Code of Civil Procedure (*Zivilprozessordnung, ZPO*). If the third party is not in a position to reimburse us for the court fees and extrajudicial costs of an action pursuant to section 771 of the German Code of Civil Procedure (*Zivilprozessordnung, ZPO*), the ordering party shall be liable for the loss incurred to us.

The ordering party shall not be entitled to dispose of our property goods in any other way, in particular not to pledge our property goods, to pledge them as collateral, to provide a guarantee, a bond, a

transfer of ownership by way of security or any other promise of payment to third parties with our property goods.

8.4. The ordering party shall be entitled to resell the object of the contract in the ordinary course of business; however, it hereby assigns to us all receivables in the amount of the final invoice total, including value added tax, which accrue to it from the resale against its customers or third parties, irrespective of whether the object of the contract is resold without or after processing. The ordering party shall remain entitled to collect this receivable even after the assignment. Our right to collect the receivable ourselves shall remain unaffected by this. We undertake, however, not to collect the receivable as long as the ordering party meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, no petition for the opening of bankruptcy or composition proceedings has been filed against the ordering party and the ordering party has not discontinued payments. If this is the case, we can demand that the ordering party notifies us of the assigned receivables and debtors, provides all information required for collection, hands over the relevant documents and informs the debtors or third parties of the assignment.

The processing or transformation of the object of the contract by the ordering party shall always be carried out on our behalf. If the object of the contract is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of the contract to the value of the other processed objects at the time of processing. In all other respects, the same shall apply to the item resulting from the processing as to the object of the contract delivered under reservation of title.

8.5. If the object of the contract is inseparably combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of the contract to the value of the other combined objects at the time of combining. If the combination takes place in such a way that the ordering party's item is to be regarded as the main item, it is agreed that the ordering party shall transfer co-ownership to us on a pro rata basis. The ordering party shall store the thus created item owned solely by us or co-owned by us on our behalf.

8.6. The ordering party shall also assign to us the receivables to secure our claims against the ordering party which arise against a third party through the connection of the object of the contract with a real property.

8.7. We undertake, at the ordering party's request, to release the securities to which we are entitled to the extent that the value of our securities exceeds the claims to be secured by more than 20 per cent; we shall be in charge of selecting the securities to be released.

8.8. In the case of current accounts, the reserved property shall be deemed security for the outstanding balance payment. If it is agreed that payment is to be effected by the cheque/bill of exchange procedure, ownership shall only be transferred when the bill of exchange is finally honoured.

9. Place of performance and jurisdiction

9.1 The place of performance and jurisdiction for all obligations arising from the contractual relationship, from its termination or from its initiation, shall be Pforzheim or, at our discretion, the registered place of business of the ordering party. In such cases, however, Pforzheim shall be the exclusive place of jurisdiction for legal action against us. This provision shall apply without prejudice to mandatory statutory provisions on exclusive places of jurisdiction.

9.2 In the case of transactions within the EU, the contractual relationship shall be governed exclusively by the substantive law of the Federal Republic of Germany (in particular the German Civil Code (BGB), German Commercial Code (HGB)) to the exclusion of the UN Convention on Contracts for

the International Sale of Goods (CISG) and the UN Convention on the Limitation of Actions. In the case of cross-border transactions and deliveries with companies based outside the EU, the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply and, insofar as it does not contain any provisions, German law shall apply.

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