

#### **§ 1 General**

- (1) Our Terms and Conditions of Sale, Delivery and Assembly (hereinafter: "GTC") apply exclusively and only to entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB). Delivery to consumers is excluded. The GTC shall apply to all current and future business relationships with the Customer, even if they are not expressly agreed again.
- (2) The offer, acceptance of the offer, order confirmation and/or the sale of all products shall be subject to the following GTC. Any terms and conditions of the Purchaser that conflict with or deviate from the following GTC shall be rejected; we shall only recognise these if we have expressly agreed to their validity in writing.
- (3) Any errors in our sales brochures, price lists, quotation documents or other documentation may be corrected by us without us being held liable for any damages resulting from these errors.

#### **§ 2 Offer and conclusion**

- (1) Our offers, in whatever form, are non-binding, unless expressly agreed otherwise. They are based on the customer's performance description, which must precisely describe the local conditions insofar as they have an effect on our products to be delivered.
- (2) The quantity, quality and description as well as any specification of the goods shall correspond to our offer. The content and scope of our deliveries and services shall be determined exclusively in accordance with our written order confirmation. All sales documents, specifications and price lists are to be treated confidentially and may not be made accessible to third parties without our prior express written consent. We reserve the right of ownership and copyright to all sales documents, specifications and price lists as well as similar documents.
- (3) By placing an order, the customer makes a binding declaration that he wishes to purchase the item ordered. After receipt of the order, changes by the customer are no longer possible. Collateral agreements or assurances shall only be valid if they have been confirmed by us in writing.
- (4) We reserve the right to make technical changes or improvements within reasonable limits even after the effective conclusion of the contract, provided that these changes do not result in a deterioration of the order in terms of form, function or price.
- (5) The customer is aware that the products we manufacture are custom-made and cannot be exchanged or taken back. If the customer does not accept the ordered goods, we will invoice the verifiable costs that we have already incurred, the additional costs incurred and the lost profit associated with the order.

#### **§ 3 Delivery dates, delivery of goods**

- (1) Specified delivery times are only binding if our written order confirmation contains a delivery date determined according to the calendar and this has been expressly agreed in writing as a binding delivery date. Agreed delivery dates are also subject to a reservation of self-delivery from our suppliers.
- (2) The delivery period shall not commence until all technical questions and other details of the order have been clarified with the customer and the customer has duly and timely fulfilled its other obligations. These obligations of the customer include in particular the provision of the necessary documents and the payment of any agreed advance payment. The defence of non-performance of the contract remains reserved.
- (3) The delivery period shall be extended appropriately in the event of unforeseeable obstacles for which we are not responsible, such as force majeure, strike, lockout, operational disruptions. The customer shall be informed immediately of the reason and the expected duration of the delay. If the hindrance is not expected to end within a reasonable period of time, we may withdraw from the contract in whole or in part.
- (4) In the event of a delay in delivery, the customer may only withdraw from the contract if he has previously set a reasonable period of grace with notice of cancellation in the event of fruitless expiry of the deadline and no service is provided within this period.
- (5) Partial services and partial deliveries are permissible to a reasonable extent and can be invoiced accordingly.
- (6) If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. The customer's obligation to pay the purchase price on the due date shall remain unaffected by this. In cases of default of acceptance, we may store the goods at the risk and expense of the customer. At the customer's request, we shall insure the goods at the customer's expense. We expressly reserve the right to assert further claims.

#### **§ 4 Purchase price**

- (1) The purchase price is the price stated in the order confirmation.
- (2) The purchase price shall always include the costs of packaging, delivery and transport insurance, plus statutory VAT.
- (3) Expenses incurred due to changes in the type or scope of delivery at the request of the customer after our order confirmation and/or which arise due to the fulfilment of subsequent or unforeseeable official conditions and requirements shall also be invoiced separately from the offered purchase price.
- (4) We reserve the right to make reasonable price changes due to changes in labour, material and distribution costs for deliveries. If a significant change in our costs occurs after conclusion of the contract, we shall be entitled to make an appropriate adjustment to our prices for such deliveries that are to be made later than 3 months after conclusion of the contract.

#### **§ 5 Invoicing and terms of payment**

- (1) Invoices shall be sent by standardised electronic transmission. In agreed exceptional cases, invoices may be issued in paper form at a fee.
- (2) The purchase price is due for payment on the day of invoicing. Customer or order-related agreements regarding a discount deduction, the discount period or the charging of interest on arrears shall only take precedence if they have been confirmed by us in writing. A cash discount arrangement shall not affect the due date in accordance with sentence 1; it does not include a deferral or standstill agreement. For new customers, we reserve the right to deliver against advance payment.
- (3) Payments shall be made by bank transfer.
- (4) If the customer does not fulfil his due payment obligation, we shall be entitled to make further deliveries to the customer only against advance payment. Further legal claims remain unaffected. Interest on arrears shall be charged at a rate of 9 percentage points above the respective base interest rate per year. We reserve the right to claim higher damages caused by default, as well as the right to claim further damages.
- (5) If, after conclusion of the contract, circumstances arise in the financial situation of the customer or only then become known to us which, according to due commercial judgement, call into question the creditworthiness of the customer, we shall be entitled to withhold delivery of the goods until the goods have been paid for in advance or appropriate security for payment has been provided to us. For new orders, in addition to the right to demand payment in advance, we also have the right to deliver the goods step by step against payment. We are also entitled to withdraw from the contract.
- (6) The customer shall only be entitled to set-off if his counterclaims are legally established or are undisputed. A right of retention is excluded if the customer was aware of the defect or other reason for complaint at the time of the transfer of risk without reserving his rights in this respect in writing or if it remained unknown to him due to gross negligence. This shall not apply if we have acted fraudulently or have provided a guarantee for the quality of the item/work.

#### **§ 6 Transfer of risk, transport, packaging**

- (1) We shall be free to choose the route and means of despatch. Packaging shall be exclusively in accordance with transport, production and environmental aspects. The customer shall be responsible for disposing of packaging.
- (2) The risk of accidental loss and accidental deterioration of the purchased goods shall pass to the customer as soon as the goods have arrived at a destination specified by the customer on a paved road; if the place of delivery is not accessible, the risk shall pass at the place up to which it is possible to drive to and from without any problems. In the case of sale by despatch, the risk of accidental loss and accidental deterioration of the purchased item shall pass to the customer upon delivery of the purchased item to the forwarding agent. The unobjectionable acceptance of the consignment by the forwarding agent shall be deemed proof of the faultless condition of the packaging and the proper loading, unless the customer proves that the packaging was defective when the consignment was handed over or that the loading was not carried out properly.
- (3) If the customer is in default of acceptance, the risk of accidental loss and accidental deterioration of the purchased goods shall pass to the customer from the day on which the goods are ready for dispatch.

#### **§ 7 Retention of title**

- (1) We reserve title to the delivered goods until all claims arising from the business relationship with the customer have been paid in full. This shall also apply to all future deliveries and assembly services, even if we do not always expressly refer to this. The retention of title shall also extend to the recognised balance insofar as we book claims against the customer in the current account (current account reservation).
- (2) If, in the course of the customer's normal business operations, it is necessary for the customer to process or remodel the purchased item, this shall always be done in our name and on our behalf. In this case, the expectant right of the customer to the object of sale shall continue in the remodelled object. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis and shall keep the resulting sole ownership or co-ownership for us. To secure our claims against the customer, including any existing claims for assembly work, the customer shall also assign to us such claims which accrue to him against a third party through the combination of the reserved goods with a property.
- (3) The customer is authorised to resell the reserved goods in the normal course of business. The customer hereby assigns to us the claims arising from the resale of the goods subject to retention of title in the amount of the final invoice amount agreed with us (including statutory VAT). This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The customer shall remain authorised to collect the claim even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the customer fulfils his payment obligations, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.
- (4) Insofar as the goods subject to retention of title have not yet been processed or sold in accordance with par. 2 or 3, the customer is obliged to treat the purchased goods with care as long as ownership has not yet been transferred to him; in particular, he is obliged to insure them adequately at his own

expense against theft, fire and water damage at replacement value. Until the purchase price has been paid in full, the customer is obliged to keep the goods separate from his property and the property of third parties, to store them properly, to secure them and to mark them as our property. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit to § 771 ZPO (German Code of Civil Procedure), the customer shall be liable for the loss incurred by us.

- (5) We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claim to be secured by more than 20%.
- (6) In the event of behaviour contrary to the contract on the part of the customer, in particular in the event of default of payment, we shall be entitled, after setting a reasonable deadline, to withdraw from the contract and demand the return of the purchased item. After taking back the purchased item, we are authorised to utilise it. The proceeds of sales – minus reasonable sale costs – will be offset against the customer's liabilities.

## § 8 Warranty, notification of defects

- (1) Warranty rights presuppose that the customer has properly fulfilled his obligations to inspect and give notice of defects in accordance with §§ 377 ff. HGB (German Commercial Code). Should complaints arise, obvious defects must be reported immediately in accordance with § 377 HGB, but at the latest within 8 days of receipt of the goods, defects that only become recognisable later must be reported immediately after their discovery, otherwise the goods shall be deemed approved.
- (2) In the event of notices of defects, the customer is obliged to accept and properly store the goods. Before further processing, destruction, etc. of the goods, he must give us the opportunity to examine the defects complained of and, if necessary, to carry out independent evidence proceedings, unless this is unreasonable for the customer and no evidence is lost. If this is not done, the rights of the customer shall expire unless the requirements of § 444 BGB are met.
- (3) We accept no responsibility for defects in the goods which are attributable to a description of the goods or specification of the customer; our responsibility does not extend to parts, material or other equipment which were manufactured by the customer or on his behalf and made available to us. The customer is responsible for checking the quality and load-bearing capacity of the installation surface and for selecting a suitable fastening; we accept no responsibility for defects resulting from incorrect selection.
- (4) We fulfil the provisions for CE marking of the products within the framework of the applicable DIN-EN standards. The use of the products is the responsibility of the customer. The customer may only use the products under the conditions described in the technical documentation, operating and installation instructions.
- (5) This warranty does not cover product defects or the warranty for damage caused by faulty installation, improper use or storage, misuse, negligence, incorrect commissioning, modification or repair, natural wear and tear, faulty electrical connection, operation in conjunction with unsuitable control components or other reasons. The warranty is excluded, if necessary, maintenance work listed in the operating instructions has not been carried out to the required extent by specialised dealers. The specialised dealer must provide evidence that the operating instructions have been handed over to the user and that the maintenance work has been carried out by the signature of the user and the person responsible for maintenance. We have the right to rectify defects at our discretion by way of repair or subsequent delivery. If we declare the rectification or subsequent delivery to have definitively failed, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration. The customer may not demand compensation for futile expenses.
- (6) The quality of the purchased item is generally determined solely by the manufacturer's product description. Public statements, promotion and advertising by the manufacturer do not constitute a contractual description of the quality of the goods.
- (7) In the event of wilful intent or gross negligence, we shall be liable in accordance with the statutory provisions. Insofar as there is no intentional or grossly negligent breach of duty on our part, the liability for damages shall be limited to the typically occurring damage. This does not apply to liability for culpable injury to a person, health or body, including death. Liability under the Product Liability Act also remains unaffected. If we are responsible for the culpable breach of a material contractual obligation, we shall also be liable in accordance with the statutory provisions.
- (8) Claims by the customer for expenses incurred for the purpose of subsequent delivery or rectification, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase, e.g. because the goods delivered by us have been taken to a location other than the customer's delivery address. If such costs are borne by us in the context of subsequent delivery or rectification, the customer must reimburse these.
- (9) In the event of fraudulent concealment of a defect or in the event of the assumption of a guarantee for the quality of the goods at the time of the transfer of risk within the meaning of § 444 BGB (declaration by the seller that the object of purchase has a certain quality at the time of the transfer of risk and that the seller intends to be responsible for all consequences of its absence regardless of fault), the rights of the purchaser shall be governed exclusively by the statutory provisions.
- (10) The limitation period for claims for defects of the Buyer which are not subject to the 5-year period of §§ 438 para. 1 no. 2 or 634a para. 1 no. 2 BGB and for which the validity of VOB/B has not been agreed is 2 years. The warranty

period shall commence upon delivery of the goods. Notwithstanding sentence 1, the limitation period for warranty claims for wear parts is two years, unless the defect is due to wear and tear caused by use. A two-year warranty shall also apply to components whose ageing is caused by environmental influences and to electronic control components. Special product line-related features remain unaffected.

## § 9 Limitations of liability

- (1) In the case of other claims for damages, we shall only be liable in the event of a slightly negligent breach of duty for the damage typically occurring according to the type of purchased item. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents. Our liability for slightly negligent breaches of insignificant contractual obligations is excluded.
- (2) Liability for culpable injury to life, limb or health remains unaffected, as does mandatory liability under the Product Liability Act.

## § 10 Final provisions

- (1) Amendments and additions to the contract, including these GTC, must be made in writing. This also applies to amendments to this written form clause. No verbal collateral agreements have been made.
- (2) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- (3) The exclusive place of jurisdiction for all disputes arising from this contract is our registered office.
- (4) The customer is hereby informed that we process the personal data obtained in the course of the business relationship in accordance with the provisions of the EU General Data Protection Regulation and the applicable national laws.
- (5) If individual provisions of the contract including these GTC are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.