

## **1. Validity of our terms and conditions of sale and delivery**

Our terms and conditions of sale and delivery apply exclusively. We do not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale.

## **2. Offers**

Offers on our part are always subject to change and can be revoked at any time until receipt of acceptance by the customer.

## **3. order confirmations, changes to the scope of services**

Orders shall only be deemed accepted after written order confirmation. Our written order confirmation is decisive for the scope and conditions of the delivery. Deviations in the order confirmation from agreements previously made shall be deemed approved if the customer does not object in writing within two business days of receipt. We reserve the right to deviate from the agreed scope of performance due to changes in mandatory legal or technical standards. We shall take into account the customer's requests for changes to the content of the services to be provided after conclusion of the contract (e.g. conversion or extension work) within the scope of our operational capacities and only against separate remuneration in accordance with our separate offer or our prices valid at the time of acceptance of the change requests.

## **4. Industrial property rights**

We reserve the property rights and copyrights to illustrations, drawings or other documents which the customer receives prior to conclusion of the contract. They may not be made accessible to third parties. The customer requires our express written consent before passing them on to third parties. Unless expressly agreed otherwise, we are not obliged to check the accuracy of the information and materials provided by the customer. In the case of machines manufactured according to specifications, drawings or sketches provided by the customer, we shall not be liable for any infringement of third-party property rights. If claims are asserted against us by third parties in this respect, the customer shall indemnify us in full against such claims.

## **5. Prices**

Our prices do not include value added tax. Unless otherwise agreed, the prices quoted are subject to change ex works, excluding packaging, transportation, transport insurance, installation or commissioning. We reserve the right to charge the prices valid on the day of delivery if delivery is to take place later than four months after order confirmation. This applies in particular if material prices, wages or other cost factors have increased since the contract was concluded or if circumstances for which we are not responsible make production or distribution more expensive.

## **6. Payment modalities**

Unless otherwise agreed, payment shall be made in cash without any deduction, namely: 1/3 of the delivery value upon ordering, 1/3 of the delivery value upon notification of readiness for shipment by us, 1/3 30 days after the invoice date. Only cash payments and bank transfers are considered cash payments. If the customer is in default of payment, we shall be entitled to charge interest on arrears at a rate of 3 percent per annum above the statutory default interest rate. If we are in a position to prove a higher damage caused by default, we are entitled to claim this. The customer reserves the right to provide evidence of lower damages. If the customer is in default of payment, all claims, including deferred claims, shall become due for payment immediately.

## **7. Offsetting, rights of retention**

The customer shall only be entitled to rights of set-off or retention if his counterclaims have been legally established, are undisputed or have been recognized by us. In addition, he is only authorized to exercise a right of retention to the extent that a counterclaim is based on the same contractual relationship.

## **8. Delivery time, partial deliveries**

The delivery period begins with the dispatch of the order confirmation. It shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified by the time it expires. Unless otherwise agreed, any changes to the content of the service agreed with the customer shall result in the agreed delivery dates and deadlines being canceled. Compliance with our delivery obligation presupposes the timely or proper fulfillment of the customer's obligations (e.g. timely receipt of agreed advance payments, timely provision of the documents, approvals, technical information on workpieces or workpiece samples to be procured by the customer). Our delivery period shall be extended appropriately in the event of late or improper fulfillment of the customer's obligations or in the event of unforeseen obstacles, as of 01.02.2021, regardless of whether at our factory or at our subcontractors (e.g. operational disruptions, strikes, delays in the delivery of raw materials, etc.). We shall not be responsible for the aforementioned circumstances even if they occur during an existing delay. Partial deliveries are permissible insofar as complete units or independent individual components are delivered.

## **9. Delivery with installation**

If it is contractually agreed that the delivery item is to be assembled by us at a location specified by the customer, the following shall apply: All structural work (including energy supply) must be completed before the start of installation to such an extent that installation can be started immediately after delivery and carried out without interruption. The customer must provide a dry, illuminated and lockable room for the storage of machine parts, materials, tools, etc. For the installation, the customer shall provide at his own expense auxiliary personnel and other equipment and materials required for installation and commissioning. The customer shall reimburse the costs of travel and accommodation as well as the daily rates of the employees deployed by us valid at the time of installation. Clause 8 paragraph 2 shall apply accordingly to delays in installation.

## **10. Delay in delivery**

In the event of delay due to simple negligence, our liability shall be limited to the damage typical for the contract and reasonably foreseeable for us or the expenses of the customer typical for the contract. These claims are furthermore limited to 25% of the net delivery value. If delivery is delayed after the due date, the customer may set us a reasonable deadline for delivery, after the fruitless expiry of which the customer shall be entitled to withdraw from the contract. As long as the customer has not declared his withdrawal to us, we are entitled to fulfillment even after the deadline set by the customer has expired. The customer is obliged to take all measures to minimize the damage without delay. The payment of any agreed contractual penalty shall lapse if the customer is in default with an obligation incumbent upon him.

## **11. Storage costs, transfer of risk**

If the customer is in default of acceptance or if the production time is delayed because the customer does not fulfill the obligations incumbent upon him, or if the shipment is delayed at the request of the customer, then the costs incurred by the storage shall be invoiced to him at a flat rate of half a percent of the invoice amount for each week. The purchaser is free to prove lower costs. The risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the time at which the customer is in default of acceptance. Shipment shall always be at the expense and risk of the customer ex works, even in the case of deliveries by the factory's own vehicles. Packaging shall be charged at cost price. At the customer's request and expense, we will insure the consignment against breakage, transport, fire and water damage.

## **12. reservation of title**

The delivered goods shall remain our property until full payment of all our claims, including future claims arising from the business relationship with the customer. If the value of the securities existing due to the retention of title exceeds our claim to be secured by 20%, we shall release goods at our discretion at the request of the customer. The goods may not be pledged or transferred by way of security without our consent until payment has been made in full. If the goods are resold, this may only take place subject to retention of title. Processing or transformation shall always be carried out for us as the manufacturer, but without any obligation on our part. If our co-ownership expires due to combination, it is hereby agreed that the customer's (co-)ownership of the uniform item shall pass to us in proportion to its value. It is agreed that all claims of the customer against his customers, in particular for payment of the purchase price, are assigned to us upon resale. The customer must inform us immediately if third parties wish to assert rights to the reserved goods, in particular if seizures take place. The costs incurred by us for measures to eliminate such interventions, in particular intervention proceedings, shall be borne by the customer, unless they can be recovered from the other party. At our request, the customer shall be obliged to send a list of the goods still subject to retention of title, their whereabouts and the claims against the third-party debtors, together with copies of invoices. The assertion of the retention of title and the seizure of the delivery item by us shall not be deemed a withdrawal from the contract.

### 13. Liability for material defects and defects of title

1. We shall be liable for material defects and defects of title of newly manufactured goods as follows:
  - a) Unless otherwise stipulated below, we shall be liable for material defects and defects of title for a period of 12 months from the transfer of risk. Notwithstanding sentence 1, the statutory warranty period shall apply if there is a defect of title which consists of a right in rem of a third party on the basis of which the return of the goods can be demanded. The statutory warranty period shall also apply in the event of intent and gross negligence, if we have fraudulently concealed a defect or have assumed a guarantee of durability or quality for the goods. Status: 01.02.2021
  - b) The customer must report obvious defects immediately, but no later than two weeks after delivery. Other defects must be reported immediately after discovery. The notification must be made in writing. It must be accompanied by a comprehensible description of the defect. The warranty shall not apply to defects not notified in good time.
  - c) We are entitled, at our discretion, to remedy defects within a reasonable period of time by repair or by delivery of defect-free goods. We are entitled to make such changes to the goods as become necessary due to defects, provided that the contractual performance is not changed more than insignificantly as a result. The parts in question are to be sent to us at our request. We shall bear the costs required for the repair or replacement delivery if the complaint proves to be justified. If the costs are increased by the fact that the goods - if the customer is the end customer - are taken to a place other than the agreed delivery address or are not used as intended or - if the customer is a dealer - the goods are taken outside the EU or are not used as intended, the additional costs shall be borne by the customer. Machines or machine parts that we exchange, repair or replace within the scope of the warranty are not subject to a separate warranty. The warranty for replacements provided ends with the expiry of the warranty period for the originally delivered goods.
  - d) If the rectification of defects ultimately fails, the customer may demand a reduction in payment or withdraw from the relevant order in accordance with the statutory provisions. Withdrawal is excluded in the event of only an insignificant reduction in the value or suitability of the goods, as well as if the customer is in default of acceptance or is primarily responsible for the defect. The parties agree that, due to the complexity of the goods, more than two attempts to rectify the defect may be necessary.
  - e) As long as the customer has not declared its withdrawal to us, we are entitled to fulfillment even after the deadline set by the customer has expired.
  - f) Any claims for damages or reimbursement of expenses on the part of the customer are - except in the case of intent or gross negligence - limited to compensation for such damages or expenses that were typically foreseeable.
  - g) If it turns out that there was no warranty case, the customer shall pay for the services rendered by us in accordance with our general prices valid at the time the service was rendered. The liability for defects does not apply to natural wear and tear, nor to damage caused by incorrect handling or excessive use by the customer. Any modifications or repair work carried out by the customer or third parties without our prior written consent shall invalidate our liability, unless the customer can prove that the defect is not attributable to the modification. The customer shall grant us the necessary time and opportunity free of charge during normal business hours to carry out all modifications or repairs that we deem necessary and to supply spare parts and shall provide us with a reasonable number of assistants at our request; otherwise we shall be released from the warranty obligation and the customer shall be obliged to settle all outstanding claims in full. The customer is obliged to carry out repairs himself to a reasonable extent in accordance with our instructions.

- h) If the customer defaults on its payment obligations under this contract, this shall release us from any warranty obligation for the duration of the default.

2. we shall be liable for material defects and defects of title of used goods as follows:

- a) Unless otherwise agreed, we shall be liable for material defects and defects of title of used goods only for intent and gross negligence as well as for the fulfillment of any durability or quality guarantees granted by us.
- b) If we have reconditioned used goods, we shall be liable for defects in the reconditioned parts for a period of 12 months even in the absence of intent or gross negligence. Which parts we overhaul is determined by the product description. Notwithstanding sentence 1, the statutory warranty period shall apply if there is a defect of title which consists of a right in rem of a third party on the basis of which the return of the overhauled part can be demanded.
- c) Liability for material defects shall in any case be limited to repair or replacement of the defective parts.

#### **14. reservation of right of withdrawal**

In the event of unforeseen events and in the event that it subsequently becomes impossible to execute the order, we shall be entitled to withdraw from the contract in whole or in part. If, after conclusion of the purchase contract, we become aware that the customer is in an unfavorable financial situation, we may demand security for the consideration or withdraw from the contract, taking into account the expenses incurred by us.

#### **15. Liability**

Unless otherwise stipulated in these Terms and Conditions of Sale and Delivery, our liability for breaches of duty is limited as follows:

- a) We shall be liable without limitation for intent and gross negligence by us, our legal representatives or vicarious agents as well as for damages resulting from injury to life, body or health, as of: 01.02.2021 which are based on a breach of duty for which we, our legal representatives or vicarious agents are responsible.
- b) We shall be liable on the merits for other culpable breaches of material contractual obligations, irrespective of the legal grounds. Any statutory right of the customer to withdraw from the contract shall remain unaffected; however, we shall otherwise only be liable to the amount of the typically foreseeable damage or the typically foreseeable expenses.
- c) Liability is otherwise excluded.
- d) Insofar as we are liable in accordance with paragraph b), our liability shall be limited to the amount covered by our business liability insurance.
- e) The above limitations of liability shall also apply in favor of our employees.
- f) The provisions of the Product Liability Act remain unaffected.

#### **16. written form requirement**

Verbal collateral agreements have not been made. Amendments to the contractual agreements shall only be valid if they are confirmed in writing.

**17. severability clause**

The contract shall remain binding even if individual provisions are invalid. The invalid provision shall then be replaced or supplemented in such a way that the intended economic purpose is achieved.

**18. place of jurisdiction**

The place of jurisdiction for all disputes arising from this contract is Limburg. In addition, we are also entitled to sue the customer at his place of jurisdiction.

**19. Applicable law**

The contract is subject to the law of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.