

### **1. general provisions**

The mutual declarations of both parties are decisive for the scope of the deliveries. These must preferably be made in writing. Oral agreements are only effective if they are subsequently confirmed by us in writing.

Drawings, offers or samples are intended exclusively for the buyer and may not be passed on to third parties without our consent.

The documents belonging to the offer, such as illustrations, drawings, weight and dimensional data, are only approximately authoritative, unless they are expressly designated as binding. Information and assurances regarding performance etc. are subject to the tolerance customary in the industry, but at least +/- 5%. The supplier reserves the right to make technical changes to the delivery item to adapt it to the latest state of the art until delivery.

Unless otherwise agreed, partial deliveries are also permissible.

For the execution of the order our AGB's are exclusively valid. The mere sending of the GTC's and the acceptance of the order does not imply any acknowledgement of the buyer's GTC's. General terms and conditions of the buyer shall only apply if we have expressly confirmed them. In case of doubt, the statutory provisions at the time of receipt of the order shall apply.

### **2. prices and terms of payment**

The prices are ex works excluding packaging plus value added tax at the statutory rate applicable at the time.

Unless otherwise agreed, the invoice amount is due immediately upon receipt without deduction free our payment office.

The buyer may only offset claims against us if these are undisputed and legally binding.

### **3. reservation of title**

The delivered goods shall remain our property until full payment of all claims of the supplier arising from the business relationship.

During the existence of the reservation of title, the customer is prohibited from pledging or assigning the goods as security. Until revocation, the customer is authorised to resell and/or further process the goods delivered by us in the ordinary course of business. In this case, the purchaser hereby assigns to us as security all claims arising from the resale up to the amount of the invoice amount with the authority to collect the claim on a pro rata basis. In the event of further processing, the purchaser shall grant us pro rata co-ownership of the new item. In the event of seizure, confiscation or other dispositions by the customer, the customer must indicate our reservation of title and inform us immediately.

### **4. deadlines for deliveries, default and withdrawal from the contract**

The dates stated in our offers and order confirmations presuppose that all commercial and technical questions between the contracting parties have been clarified. We do not generally confirm fixed dates.

We do not assume any liability for any day and time specifications regarding delivery that have not been confirmed by us with regard to possible consequential costs, even if we deliver free of charge.

If customer-specific special features regarding the delivery (e.g. clearance heights, obstacles in the construction site area, closures, special permits, stopping bans, etc.) exist, these must be communicated by the buyer in advance, otherwise we shall not be liable.

Liability is excluded for delays in delivery for which we are not responsible.

We are entitled to withdraw from the contract if the buyer postpones the agreed acceptance period by more than 90 days into the future or if the buyer or one of its affiliated companies is in default with already issued invoices by more than 60 days. In these cases we are entitled to claim damages. This amounts to 10% of the purchase price. This compensation can be higher or lower or be waived if we prove that a higher damage has been incurred or the buyer proves that we have incurred a lower damage or no damage at all.

### **5. transfer of risk**

The risk shall pass to the buyer, even in the case of carriage paid delivery, when the goods have been handed over to the carrier (forwarding agent, parcel service, post office or courier driver). This also applies if the goods are shipped with the supplier's means of transport.

### **6. acceptance of goods**

The purchaser may not refuse to accept deliveries due to minor defects (e.g. missing or incorrect labelling, damage to packaging).

Upon receipt by the buyer, the goods must be checked for completeness, conformity with the order data and defects. Furthermore, the regulations of §§ 377, 379 HGB (German Commercial Code) apply.

### **7. material defects / defects of title**

The buyer himself is fully responsible for the details in the order and the selection of the ordered goods for the intended purpose.

We are liable for material defects in accordance with the statutory provisions. The statute of limitations for claims for defects is based on § 13 Para. 4 No. 1, 2 VOB / B, it begins with our delivery. However, this extended period of limitation shall only apply if the installation of the product concerned is carried out by us or a specialist company. Warranty claims will only be accepted for devices requiring

maintenance if maintenance has been carried out in accordance with the regulations and is proven. Warranty claims for wearing parts become time-barred after 6 months.

Defects of a part of the delivery do not entitle the customer to complain about an entire delivery.

In the event of a material defect, we must be given the opportunity to rectify the defect within a reasonable period of time. In doing so, we have the choice whether we make a replacement delivery or rectify the defect.

If the 2nd attempt to remedy the defect fails, the purchaser may - without prejudice to any claims for damages - withdraw from the contract or demand a reduction in the agreed remuneration.

If the delivered product leads to an infringement of industrial property rights or copyrights in Germany, we shall, at our own expense, generally procure the right of further use for the buyer or modify the product in a manner reasonable for the buyer so that the infringement of property rights no longer exists.

### **8. technical application advice, product use**

Application, use and processing of the purchased goods is exclusively the responsibility of the buyer. Any advice given by us, both verbally and in writing, on application technology shall only be deemed to be non-binding information and shall not exempt the purchaser from his own examination of the products for their suitability for the intended purposes and processes.

### **9. impossibility of fulfilling the contract**

Insofar as delivery is impossible, the buyer is entitled to demand compensation for damages if we are responsible for the impossibility. However, a possible claim for damages by the buyer is limited to a maximum of the value of those parts whose delivery was not possible even after a reasonable grace period had been set.

This limitation shall not apply in the event of wilful or grossly negligent conduct.

This does not imply a reversal of the burden of proof to the disadvantage of the purchaser. The right of the buyer to withdraw from the contract remains unaffected.

### **10. other claims for damages**

Other claims for damages and reimbursement of expenses by the purchaser, regardless of the legal basis, are excluded.

This does not apply if the legal provisions do not allow an exclusion of liability for the reason or the amount.

The claim for damages for the breach of other contractual obligations shall in any case be limited to the foreseeable damage typical for the contract and determined by the content of the contractual obligations. A change in the burden of proof to the disadvantage of the purchaser is not associated with the above provisions.

### **11. Place of jurisdiction and applicable law**

The sole place of jurisdiction shall be the registered office of our company, however, we shall also be entitled to bring an action at the buyer's registered office. The legal relations in connection with this contract shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **12. severability clause**

Should individual parts of the contract be ineffective, the contract remains binding in its remaining parts. An invalid provision shall be replaced by a provision which comes closest to the economic purpose of the invalid provision. The same applies in the event of a loophole in the regulations.

### **13. miscellaneous**

For assembly/repair work, the special supplier's assembly conditions shall apply as an integral part of these conditions.

The customer authorises us to process, store, evaluate and use the data received in connection with the order in accordance with the data protection laws.