

### General Terms and Conditions of Sale

#### 1. General

- 1.1 These General Terms and Conditions of Sale (GTCS) apply to all deliveries and services to our buyers (buyer). The GTCS shall only apply if the buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- 1.2 Unless otherwise agreed, the GTCS shall also apply to similar future contracts in the version valid at the time of the order by the buyer, in any case in the version last communicated by us in text form, without us having to refer to them again in each individual case.
- 1.3 Our GTCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, even if the buyer refers to its General Terms and Conditions of Business in the context of the order and we do not expressly object to this.
- 1.4 Individual agreements such as framework agreements with buyers and information in our order confirmation shall take precedence over these GTCS. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5 Legally relevant declarations and notifications by the buyer in relation to the contract, such as the setting of deadlines, notifications of defects, withdrawals or reductions, must be made in text form. Statutory formal requirements and further evidence, for example in the event of doubts about the authorization of the declaring party, shall remain unaffected.
- 1.6 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded by these GTCS.

#### 2. Offer/Order Confirmation

- 2.1 Unless a binding period is expressly stated, our offers are subject to change and non-binding.
- 2.2 The order of the goods by the buyer shall be deemed a binding offer. Unless otherwise stated in the order, we are entitled to accept this offer within 14 days of its receipt by us.

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2.3 Acceptance can be declared either in text form, for example by an order confirmation, or by delivery of the goods to the buyer.

### 3. Documents

3.1 Information in catalogues and brochures as well as information in documents in connection with the offer are non-binding unless they are expressly designated as binding.

3.2 In individual cases, we shall be entitled to make design modifications and, in the event of a shortage of raw materials, to use other materials if this does not conflict with any overriding interests of the buyer.

3.3 We reserve all property rights and copyrights to all documents provided by us; they may not be used for any purpose other than the agreed purpose, reproduced or made accessible to third parties.

### 4. Prices, Packaging, Insurance

4.1 Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply. The prices are ex works (INCOTERMS) excluding packaging, installation and commissioning.

4.2 We shall additionally charge transaction taxes (value added tax, etc.) in accordance with the provisions applicable at the time of performance of the contract. Any customs duties, fees, other taxes or other public charges shall be borne by the buyer.

### 5. Installation and commissioning

Insofar as assembly, assembly supervision or commissioning is to be carried out, our corresponding terms and conditions shall apply in addition. These are available for viewing and downloading on our website.

### 6. Transfer of Risk

6.1 The risk shall pass to the buyer in accordance with the clause agreed in Section 4.1 (INCOTERMS). This also applies to partial deliveries.

6.2 If shipment is delayed due to circumstances for which we are not responsible, the risk shall pass to the buyer upon notification of readiness for shipment.

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6.3 If the buyer is in default of acceptance, fails to cooperate, or if our delivery is delayed for other reasons for which the buyer is responsible, we shall be entitled to demand compensation for the damage incurred by us as a result, including additional expenses (e.g. storage costs).

### 7. Delivery Dates

7.1 Unless otherwise agreed, the delivery period shall commence on the day on which all commercial and technical requirements for the fulfillment of the order have been clarified with the buyer, documents to be procured by the buyer have been received by us, all necessary approvals and releases have been issued, and agreed advance payments have been credited to one of our bank accounts. The delivery period shall be deemed to have been met once the goods have been handed over to the first carrier or once the buyer has been notified that the goods are ready for dispatch by the end of the delivery period, provided that the buyer has fulfilled his contractual obligations. Partial deliveries are permissible to a reasonable extent. Delivered items shall be accepted by the buyer, even if they have minor defects; the delivery times shall be deemed to have been met in this respect.

7.2 If delivery is delayed due to force majeure, the delivery period shall be extended appropriately, but by no more than six months. Force majeure shall include, for example, strikes, lockouts, sabotage, operational disruptions for which we are not responsible, failure to obtain official permits or failure to obtain them in good time, and all other unforeseen events.

### 8. Terms of Payment

8.1 Payments must be made within 14 days of invoicing, unless otherwise stated in our offer/order confirmation. Partial deliveries shall entitle us to invoice the corresponding part.

8.2 Payments must be made exclusively to one of our indicated bank accounts. They shall be made on the due date free of postage and charges without any deduction; fees, charges or other costs which we may incur as a result of a separately agreed acceptance of bills of exchange or checks shall be borne by the buyer. The date of the invoice shall be decisive for determining the due date. For payments of any kind, the date of performance shall be the date on which we can dispose of the amount.

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- 8.3 The buyer shall be in default upon expiry of the payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages for default.
- 8.4 Withholding payments due to counterclaims and offsetting with counterclaims is only permitted if the counterclaims are undisputed or have been legally established.
- 8.5 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to payment of the purchase price is jeopardized by the buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - after setting a deadline - to withdraw from the contract.

### 9. Retention of Title

- 9.1 The goods shall remain our property until full payment of all claims of any kind arising from the business relationship, including ancillary claims, existing at the time of invoicing. If the buyer defaults on payment, we shall be entitled, without issuing a reminder, to demand the return of the goods as security on the basis of the retention of title. The assertion of the retention of title and the seizure of the goods by us shall not be deemed a withdrawal from the contract. Insofar as the validity of the retention of title is linked to special formal requirements or other conditions in the buyer's country, the buyer must ensure that these are fulfilled.
- 9.2 The buyer is entitled to dispose of the goods in the ordinary course of business. Claims arising for the buyer during the period of retention of title from such a disposal or from an unauthorized disposal are hereby assigned to us. Subject to revocation at any time, the buyer is authorized to collect the claims.
- 9.3 At the request of the buyer, we are obliged to release securities to which we are entitled to the extent that their value exceeds the unpaid claims to be secured by more than 10%.
- 9.4 The buyer may process the goods on our behalf without this giving rise to any obligations on our part. If the goods are processed or combined, mixed or blended with items not belonging to us (§§ 947 ff. BGB), we shall be entitled to a co-ownership share in the new item in the ratio of the value of the goods to the other processed goods at the time before the processing, combination, mixing or blending. If the buyer acquires sole ownership by operation of law, he hereby grants us a corresponding co-ownership share and shall keep the item in safe custody for us to this extent. The provisions of Clause 9 shall also apply to the co-ownership share.

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- 9.5 In the event of seizure or other interventions by third parties, the buyer must notify us immediately.
- 9.6 The buyer is obliged to insure the goods adequately against theft, breakage, fire and water damage at its own expense during the period of retention of title, and to provide us with evidence of this upon request. If the requested evidence is not submitted within a reasonable period of time, we may insure the goods at the buyer's expense.

### 10. Warranty

- 10.1 The statutory provisions shall apply to the rights of the buyer in the event of material defects and defects of title, unless otherwise stipulated below. In all cases, the rights of the buyer arising from separately issued guarantees by a manufacturer shall remain unaffected.
- 10.2 The basis of our liability for defects is the agreement reached on the quality and intended use of the goods. All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us at the time the contract was concluded shall be deemed to be an agreement on quality in this sense. If a quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not.
- 10.3 In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if necessary, update the digital content insofar as this is expressly stated in the quality agreement.
- 10.4 In principle, we are not liable for defects that the buyer is aware of or is grossly negligent in not being aware of when the contract is concluded (Section 442 BGB). Furthermore, the buyer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later point in time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery, and defects not recognizable during the inspection within the same period from discovery. If the buyer fails to carry out the proper inspection and/or to report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding

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processing as a result of the breach of one of these obligations; in this case, in particular, the buyer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

- 10.5 Our warranty does not cover defects that are attributable to incorrect installation of the delivered item by the buyer or failure to comply with the specifications for operating the delivered item as set out in the operating instructions and/or data sheet.
- 10.6 If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the buyer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- 10.7 We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 10.8 The buyer shall give us the time and opportunity required for the subsequent performance owed and shall in particular hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, this does not imply a right to return the item for the buyer. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; the buyer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.
- 10.9 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand compensation from the buyer for the costs incurred as a result of the unjustified request to remedy the defect if the buyer knew or could have recognized that there was in fact no defect.

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10.10 In urgent cases, for example, if operational safety is at risk or to prevent disproportionate damage, the buyer shall have the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this. We must be notified immediately, if possible, in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

10.11 If a reasonable deadline to be set by the buyer for subsequent performance has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

### **11. Liability for Infringements of Industrial Property Rights**

11.1 Insofar as we do not make any special reference, the goods are free of third-party property rights according to our knowledge of the state of the art in the Federal Republic of Germany. Should the goods or a part thereof indeed infringe an industrial property right already granted and published in the Federal Republic of Germany or, if the goods expressly include a specific process right, a corresponding process right at the time of conclusion of the contract, and if legal proceedings have therefore been initiated against the buyer, we shall, at our expense and at our discretion, either procure the right for the buyer to continue using the goods, or modify the goods or the relevant part or the process in such a way that there is no longer any infringement of third-party rights, or withdraw from the contract within a reasonable period of time. We shall not assume any further liability, in particular for processes, applications, products, etc.

11.2 If third-party property rights are infringed by drawings submitted or information provided by the buyer, the buyer shall be responsible for the infringement and shall indemnify us in the event of a claim.

### **12. Further liability**

12.1 Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

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12.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable - subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty) – only:

- a) for damages resulting from injury to life, body or health,
- b) for damages arising from the breach of a material contractual obligation (obligation which must be fulfilled for the proper execution of the contract and on the fulfillment of which the contractual partner regularly relies and may rely) In this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

12.3 The limitations of liability resulting from paragraph 2 shall also apply to third parties and in the event of breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or if a guarantee for the quality of the goods has been assumed. Furthermore, they do not apply to claims of the buyer under the Product Liability Act.

12.4. We are not liable for damage resulting from incorrect installation of the delivered item by the buyer or failure to comply with the specifications for operating the delivered item as set out in the operating instructions and/or data sheet.

### **13. Place of Performance, Place of Jurisdiction, Applicable Law**

13.1 The place of performance and exclusive place of jurisdiction is Gelnhausen. We are also entitled to take legal action at the buyer's registered office.

13.2 These GTCS and the contractual relationship between us and the buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of the provisions of Private International Law on Recourse and Onward Referral and the United Nations Convention on Contracts for the International Sale of Goods.