

1. Scope

1.1 These General Terms of Sale (GTS) shall apply to all of our business relations with our customers (hereinafter referred to as "Buyer"). The GTS shall apply only if the Buyer is an entrepreneur (Section 14 BGB [German Civil Code]), a legal entity under public law or a special assets under public law. The GTS form an integral part of all contracts we conclude with our customers. They shall also apply to any future deliveries, services or offers, even if they are not separately agreed upon.

1.2 The GTS shall in particular apply to contracts governing the sale and/or delivery of movable objects (hereinafter referred to as "Goods") irrespective of whether we produce the Goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed upon, the valid version of the GTS at the time the Buyer places an order or the last version provided to the Buyer in writing shall also apply as a framework agreement for similar future contracts without the need for us to refer to them again in each individual case.

1.3 Our GTS shall apply exclusively. Deviating, contrary or supplementary General Business Terms of the Buyer shall only and insofar form part of the contract if we have explicitly agreed to them being applicable. This approval requirement shall apply in any case, including situations where the Buyer refers to his General Business Terms in the context of placing an order and we carry out the delivery without expressly rejecting them.

1.4 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation shall take precedence over these GTS. In case of doubt, trade terms shall be interpreted in accordance with the version of the Incoterms®, published by the International Chamber of Commerce in Paris (ICC), which is valid at the time the contract is concluded.

1.5 Legally relevant declarations and notifications relating to the contract and submitted to us by the Buyer (e.g. setting of deadlines, notifications of defects, cancellation or reduction) require the written form. The written form within the meaning of these GTS includes paper-based and electronic text (e.g. letter, e-mail, fax). Statutory formalities and further verification, particularly in the event of doubts concerning the legitimacy of the person submitting such declarations, shall remain unaffected.

1.6 References to the validity of statutory regulations shall only serve clarification purposes. Therefore, the statutory regulations shall also apply without such clarification insofar as they are not directly changed or are explicitly excluded in these GTS.

1.7 The German version of these GTS shall be binding. In particular, it shall also apply in cases where we provide our partner with foreign language versions for their convenience.

2. Conclusion of contract

2.1 Our offers are without obligation and non-binding. This shall also apply if we have submitted catalogues, technical documentation (e.g. drawings, plans, calculations, estimates, references to DIN standards), other product descriptions or documents – in a physical or electronic format – to the Buyer, to which we reserve property rights and copyrights.

2.2 Orders placed by the Buyer shall be deemed a binding contractual offer. Unless otherwise specified in the order, we shall be entitled to accept this contractual offer within 5 days of receipt.

2.3 Acceptance can either be declared in writing (e.g. by way of order confirmation) or by delivery of the goods to the Buyer.

2.4 Any legal relationships shall be governed solely by the Purchase Agreement concluded in writing, including these GTS. It reflects any and all agreements between the parties to the contract with regard to the object of agreement. Verbal commitments declared prior to the conclusion of this Contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written Contract, unless expressly agreed otherwise between the contracting parties in specific cases.

2.5 Supplements and amendments to the agreements concluded, including these General Terms of Delivery, require the written form to be effective. Our employees, with the exception of managing directors and authorized signatories, are not entitled to conclude verbal agreements in deviation from the written agreement. Transmission by telecommunication, fax or e-mail in particular, shall suffice to comply with the written form requirement.

2.6 Our specifications concerning the goods or services (e.g. weights, dimensions, value in use, load capacity, tolerances and technical data) as well as our illustrations of the same (e.g. drawings and images) shall be deemed approximate, unless their usefulness for the contractual purpose requires exact conformity. They shall not warrant specific quality features, but descriptions or characteristics of the goods or services concerned. Deviations deemed common in commercial practice and deviations due to legal provisions or technical improvements as well as the replacement of components by equivalent parts shall be permissible insofar as the usability for the contractual purpose is not impaired.

2.7 We shall retain ownership or copyright to all offers and cost estimates as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and other materials and aids made available to the Buyer. The Buyer shall not make these items available to any third party, publish them, or use or reproduce them himself or have them used or reproduced by a third party without our express written consent. The Buyer shall, upon our request, return all such items to us and destroy any reproductions of them if they are no longer needed by the Buyer in the ordinary course of business or in the event that negotiations do not lead to the conclusion of a contract. This shall exclude the storage of data made available through electronic means for the purpose of usual data backup.

3. Delivery

3.1 The delivery deadline shall be agreed individually or communicated by us at the time of acceptance of the order. In the event that this is not the case, the delivery deadline shall be approx. 4 weeks from conclusion of the contract.

3.2 In the event that we are unable to observe binding delivery deadlines for reasons for which we are not responsible – particularly as outlined in 3.3 – (force majeure, non-availability of the service), we shall inform the Buyer hereof immediately and, at the same time, communicate the new delivery deadline expected. If the service remains unavailable within the new delivery deadline, we shall be entitled to withdraw from the contract in full or in part; we shall reimburse any compensation already made by the Buyer immediately.

3.3 We shall not be liable for cancelled or delayed deliveries caused by force majeure or other events which were not foreseeable at the time of conclusion of the contract (e.g. any operational disruptions, difficulties in material or energy procurement, supply chain delays, strikes, lawful lockouts, shortage of manpower, energy or raw materials, difficulties in obtaining necessary permits from authorities, pandemics or epidemics, intervention by authorities or failure of suppliers to deliver timely or correctly despite a congruent hedging transaction having been concluded by the seller) and which we

have not caused through any fault on our part. In the event that such events make the delivery of goods or services significantly more difficult or impossible and such impediment is not temporary, we shall have the right to withdraw from the contract. In case of temporary impediments, the delivery or service provision deadlines shall be extended or postponed by the duration of the impediment plus a reasonable start-up period. Insofar as the Buyer cannot reasonably be expected to accept the delivery or service due to the delay, he shall be entitled to withdraw from the contract by notifying the Seller in writing immediately.

3.4 The occurrence of delivery default on our part is determined according to statutory regulations. However, a reminder sent by the Buyer is necessary in any case. In the event that we are in default of delivery, the Buyer may demand a lump-sum compensation for the damage caused by such default. The lump-sum compensation shall amount to 0.5 % of the net price (delivery value) for each completed calendar week of delay, however, its total shall not amount to more than 5 % of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has not incurred any damage or that the damage is significantly less than the aforementioned lump sum.

3.5 The rights of the Buyer pursuant to Section 8 of these GTS and our statutory rights, particularly in the event of an exclusion of the obligation to perform (e.g. due to force majeure or the expectation of performance and/or rectification being unreasonable), shall remain unaffected.

3.6 The delivery shall be carried out ex warehouse, which is also the place of performance and, if applicable, rectification. The goods shall be sent to another destination (sale involving the carriage of goods) at the request and expense of the Buyer. Unless otherwise agreed upon, we shall be entitled to select the type of shipment (in particular the carrier, shipping route, packaging) at our discretion.

3.7 The risk of accidental loss and accidental deterioration of the goods shall pass on to the Buyer no later than at the time of handover. However, in case of a sale involving the carriage of goods, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass on to the freight forwarder or the person or entity responsible for carrying out the shipment at the time the goods are handed over to such person or entity. Insofar as an acceptance has been agreed upon, it shall be deemed to coincide with the time of risk transfer. Otherwise, the statutory provisions on contracts governing work and services shall also apply to any agreed acceptance. It is deemed equivalent to a handover or acceptance if the Buyer is in default of acceptance.

4. Default of acceptance

4.1 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 damages arising from such circumstances, including additional expenditure (e.g. storage costs). The right to provide evidence of a higher amount of damages and our statutory claims (particularly the reimbursement of additional expenditure, reasonable compensation, termination) shall remain unaffected. However, the lump-sum amount shall be offset against further monetary claims. The Buyer retains the right to prove that we have not incurred any damage or that the damage is significantly less than the aforementioned lump sum.

4.2 We shall be entitled – without prejudice to our rights arising from default of acceptance – to demand that the Buyer agrees to an extension or a postponement of delivery or service provision deadlines at least by the period of time during which the Buyer fails to meet his contractual obligations towards us.

5. Prices

5.1 Insofar as not otherwise agreed upon in individual cases, our current prices valid at the time of conclusion of the contract shall apply. Our prices are ex warehouse plus statutory VAT.

5.2 In case of a sale involving the carriage of goods (3.6), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. The Buyer shall bear all customs duties, fees, taxes and other public charges.

5.3 The purchase price is due and payable within 14 days from the invoice date and delivery or acceptance of the goods. However, within the framework of an ongoing business relationship, we shall be entitled to demand advance payment for a delivery performed in whole or in part at any time if we declare such demand no later than at the time of order confirmation.

5.4 The Buyer shall be in default with the expiry of the aforementioned payment deadline. Interest is to be paid on the purchase price at the respective applicable interest rate during the default. We reserve the right to assert further claims for damages due to default. Our right to claim interest on late payment of commercial debts (Section 353 HGB [German Commercial Code]) from traders shall remain unaffected.

5.5 The Buyer shall only have the rights to offset or retain funds in cases where his entitlement has been finally and bindingly determined or is undisputed. In case of defects to the delivery, the opposing rights of the Buyer, particularly according to Section 7.6, Paragraph 2 of these GTS, shall remain unaffected.

5.6 In the event that, after conclusion of the contract, there are any indications that our entitlement to the purchase price is at risk due to insufficient ability of the Buyer to pay (e.g. an application for commencing insolvency proceedings), we are entitled to refuse service and to withdraw from the contract – after setting a deadline, if applicable – in line with statutory regulations (Section 321 BGB). In case of contracts governing the production of items of individual custom manufacture, we shall be entitled to declare our withdrawal immediately; the statutory regulations concerning the dispensability of setting a deadline shall remain unaffected.

6. Retention of title

6.1 We reserve the right to retain the title to the goods sold until all of our current and future claims pertaining to the purchase contract and a current business relationship (secured claims) have been settled in full.

6.2 The goods subject to retention of title shall neither be pledged to third parties nor shall they be assigned as collateral before the secured claims have been settled in full. The Buyer shall inform us immediately in writing in the event that an application for commencing insolvency proceedings is submitted or third parties access the goods in our possession (e.g. attachment).

6.3 In the event that Buyer acts in breach of the contract, and failure to pay the due purchase price in particular, we shall be entitled to withdraw from the contract in line with statutory regulations and/or to demand surrender of the goods based on the retention of title. The request for the surrender of goods does not constitute a declaration of withdrawal from the contract. Rather, we shall be entitled to demand surrender of the goods and reserve our right of withdrawal. In the event that the Buyer fails to pay the due purchase price, we shall, however, only be entitled to exercise these rights after having set a reasonable payment deadline for the Buyer to no effect or in cases where statutory regulations do not mandate setting such a deadline.



6.4 The Buyer shall, until revocation in line with Item (c) below, be authorised to resell and/or to process the goods subject to retention of title in proper business transactions. The following provisions shall apply in addition in this case.

(a) The retention of title also covers the full value of products which are produced by processing, mixing or combining of our goods, whereby we are deemed to be the manufacturer. In the event that ownership rights of third parties continue to exist after processing, mixing or combining their goods, we shall acquire co-ownership of the appropriate percentage of the invoice values of the processed, mixed or combined goods. Incidentally, the same shall apply to the product as shall apply to the goods delivered subject to retention of title.

(b) The buyer hereby assigns to us by way of security all claims against third parties, or claims amounting to our co-owned proportion according to the aforementioned section, as the case may be, resulting from the resale of the goods. We hereby accept the assignment. The obligations of the Buyer stated in Section 2 shall also apply in view of the assigned claims.

(c) Beside ourselves, the Buyer shall remain authorised to collect the claim. We undertake not to collect the claim as long as the Buyer meets his payment obligations towards us, retains his ability to pay and we do not exercise any rights regarding retention of title according to 6.3. However, if this is the case, we shall be entitled to request the Buyer to inform us of the assigned claims and the associated debtors, provide us with all information necessary for the collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, we shall be entitled to revoke the Buyer's authorization to continue to sell and process the goods subject to retention of title in this case.

(d) In the event that the realisable value of the collateral exceeds our claims by more than 10 %, we shall, upon request of the Buyer, release collateral at our discretion.

7. Claims for defects asserted by the Buyer

7.1 The statutory regulations shall apply with regard to the rights of the Buyer in case of material and title defects (including wrong and short delivery as well as improper assembly/installation or faulty instructions) insofar as not otherwise determined in the following. In all cases, the statutory provisions governing the purchase of consumer goods (Section 474 et seq. BGB) and the rights of the purchaser arising from guarantees issued separately, on part of the manufacturer in particular, shall continue to apply outside of commercial or entrepreneurial business transactions.

7.2 The agreement made concerning the quality and presumed use of the goods (including accessories and instructions) shall form the primary basis of our liability for defects. All product descriptions and manufacturer's specifications, which are the subject of the individual contract or which had been publicly announced by us (in catalogues or on our website in particular) at the time the contract was concluded shall be deemed to constitute a quality agreement in this sense. Insofar as the quality has not been agreed upon, the existence or non-existence of a defect is to be determined based on the statutory regulation (Section 434 III BGB). Public statements made by the manufacturer or on his behalf, particularly within the framework of advertisements or on the label of the goods, shall take precedence over statements made by other third parties in this context.

7.3 In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content insofar as this is expressly mentioned in a quality agreement pursuant to 7.2. We cannot be held liable for public statements made by other manufacturers and other third parties in this context.

7.4 We generally cannot be held liable for defects of which the Buyer, at the time the contract is concluded, is aware or his ignorance of which amounts to gross negligence (Section 442 BGB). Furthermore, claims for defects asserted by the Buyer shall require that he has complied with his statutory duties of inspection and notification (Sections 377, 381 HGB). In the case of construction materials and other goods intended for incorporation or other further processing, an inspection shall be carried out immediately prior to such processing in any case. In the event that a defect becomes apparent during delivery, inspection or at any later point in time, we shall immediately be notified of this in writing. In any case, obvious defects shall be reported in writing within 5 working days from the date of delivery and defects that cannot be detected during the inspection shall be reported within the same period starting from the date of their discovery. In the event that the Buyer fails to properly inspect the goods and/or notify us of any defects, we shall not be liable for the defect not reported or not reported in due course or not reported properly in accordance with the statutory provisions. In case of goods intended for incorporation, attachment or installation, this shall also apply in the event that the defect has become apparent only after such processing as a result of a breach of one of these obligations; in this case, there shall, in particular, not be any scope for the Buyer to assert claims for reimbursement of associated costs ("removal and installation costs").

7.5 In the event that the delivered object is faulty, we shall be entitled to select whether we shall provide supplementary performance by removing the defect (rectification) or deliver a faultless object (replacement). In the event that the supplementary performance selected by us is unreasonable for the Buyer in the individual case, the Buyer shall be entitled to reject it. Our right to refuse supplementary performance in accordance with the statutory framework shall remain unaffected.

7.6 We shall be entitled to make the owed supplementary performance dependent on the Buyer having paid the due purchase price. However, the Buyer shall be entitled to retain a proportion of the purchase price which is reasonable with regard to the defect.

7.7 The Buyer shall give us the time and opportunity required for the supplementary performance owed. In particular, he shall hand over the goods for which the complaint was lodged for inspection purposes. In the event of replacement, the Buyer shall, upon our request, return the faulty object to us in line with statutory regulations. However, the Buyer shall not be entitled to return the item. Supplementary performance shall not include dismantling, removal or disassembly of the defective item or the incorporation, fitting or assembly of an item free from defects provided that we were not originally obligated to perform such services. This shall not affect claims asserted by the Buyer for reimbursement of associated costs ("removal and incorporation costs").

7.8 The expenses incurred through inspection and supplementary performance, particularly transport, travel, work and material costs as well as removal and installation cost, where applicable, shall be borne by us in accordance with the relevant statutory regulations and these GTS, provided that there actually is a defect. In the event that there is no defect, we shall be entitled to demand from the Buyer the reimbursement of costs incurred as a result of the unjustified request to remedy the defect where the Buyer knew or could have found that there actually was no defect.

7.9 In urgent cases, e.g. in the event that operational reliability is compromised or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect himself and to demand from us the reimbursement of the expenses objectively necessary for this purpose. We shall be informed of any such performance on part of the Buyer immediately, in advance if possible. The Buyer shall not have the right to conduct such performance himself in the event that we are entitled to refuse a corresponding supplementary performance according to the statutory provisions.

7.10 If a reasonable deadline for supplementary performance set by the Buyer has expired to no effect or is dispensable according to the statutory provisions, the Buyer shall be entitled to withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there shall be no right of withdrawal in the event of an insignificant defect.

7.11 Claims for reimbursement of expenses asserted by the buyer according to Section 445a I BGB shall be excluded unless the last contract in the supply chain governs a purchase of consumer goods (Sections 478, 474 BGB) or a consumer contract governing the provision of digital products (Sections 445c S. 2, 327 V, 327u BGB). The Buyer shall be entitled to claim damages or reimbursement of futile expenses (Section 284 BGB) in the event of defective goods only in accordance with the following Sections 8 and 9.

7.12 In the event that the delivered goods infringe an industrial property right or copyright of a third party, we shall modify or replace the delivered goods at our expense in such a way that no rights of third parties are infringed while the delivered goods continue to fulfil the contractually agreed functions, or we shall procure the right of use on behalf of the Buyer by concluding a licensing agreement with such third party. In the event that this does not succeed within a reasonable period of time, the Buyer shall be entitled to withdraw from the contract or to reasonably reduce the purchase price. Any claims for damages asserted by the Customer shall be subject to the conditions set forth in Section 8 of these GTS.

7.13 In the event that delivered products of other manufacturers infringe any rights, we shall assert our claims against the manufacturers and upstream suppliers on account of the Buyer or assign them to the Customer. In such cases, this Section stipulates that claims against us can only be asserted in the event that judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers has been unsuccessful or is futile, e.g. due to insolvency.

8. Other liability

8.1 Insofar as not otherwise derived from these GTS, including the following provisions, we shall be liable according to applicable statutory regulations in the event of a breach of contractual and non-contractual duties.

8.2 We shall be liable for damages – regardless of the legal grounds – in the event of wilful intent and gross negligence within the framework of fault liability. In the event of simple negligence, we shall be liable, subject to statutory liability limitations (e.g. diligence in our own affairs; insignificant breach of duty), only **a)** for damages resulting from the injury to life, body or health, **b)** for damages resulting from the breach of an essential contractual duty (an obligation that needs to be fulfilled to enable the proper execution of the contract in the first place and the fulfilment of which the contractual partner generally relies on and may reasonably rely on); in this case, our liability is, however, limited to the reimbursement of the foreseeable, typically occurring damage.

8.3 The liability limitations pursuant to Section 8.2 shall also apply with respect to third parties as well as to breaches of duty by persons (both to their advantage and disadvantage) whose culpability we are responsible for according to statutory regulations. These limitations shall not apply in the event that a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed, and to claims asserted by the Buyer under the German Product Liability Act.

8.4 The Buyer shall only be entitled to withdraw from or terminate the contract on the grounds of a breach of a duty not consisting of a defect in the event that we are responsible for such breach of duty. An unrestricted right of termination for the Buyer (in particular according to Sections 650, 648 BGB) is excluded. Otherwise, the statutory pre-requisites and legal consequences shall apply.

8.5 Insofar as we are liable for damages on the grounds of and in accordance with Section 8.2, such liability shall be limited to damages that were foreseeable as a possible consequence resulting from a breach of contract at the time the contract was concluded or that should have been foreseen if due diligence had been exercised. In addition, indirect and consequential damage resulting from defects in the delivered goods shall be eligible for compensation only insofar as such damage is typically to be expected when the delivered goods are used according to their intended purpose. The above provisions in Section 8.5 shall not apply in the event of intent or gross negligence on the part of members of executive bodies or executive employees of the Seller.

9. Statute of limitations

9.1 Notwithstanding Section 438 Par. 1 No. 3 BGB, the general statute of limitations for claims relating to defects of quality and title shall be one year from the date of delivery. Insofar as an acceptance has been agreed, the statute of limitations shall begin on the date of acceptance.

9.2 In the event that the goods are a building or an object that has been utilised for a building in accordance with its customary use and has caused a defect in a building (construction material), the statute of limitations shall be 5 years from the date of delivery in accordance with the statutory regulation (Section 438 I No. 2 BGB). Other special statutory regulations governing the statute of limitations (Section 438 I No. 1, III, Sections 444, 445b BGB in particular) shall also remain unaffected.

9.3 The aforementioned statutes of limitations set forth in the Sales Convention shall also apply to contractual and non-contractual claims for damages asserted by the Buyer due to defective goods, unless the application of the regular statutory statute of limitations (Sections 195, 199 BGB) would lead to a shorter statute of limitations in an individual case. Claims for damages asserted by the Buyer pursuant to Section 8 II S. 1 and S. 2 (a) as well as pursuant to the German Product Liability Act shall exclusively lapse in accordance with the statutory periods of limitation.

10. Choice of law and place of jurisdiction

10.1 These GTS 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 international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

10.2 In the event that the Buyer is a trader, a legal entity under public law or special assets under public law, the exclusive – domestic and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Braunschweig, Germany. The same shall apply in the event that the Buyer is an entrepreneur (Section 14 BGB). However, we shall also be entitled to file an action at the place of performance of the delivery obligation pursuant to these GTS or any prior individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory regulations, in particular with regard to exclusive jurisdiction, shall remain unaffected.