

GENERAL TERMS AND CONDITIONS

1. Orders:

Our deliveries and services are provided exclusively on the basis of these terms and conditions. Our terms and conditions 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. The customer's terms and conditions of business or purchase shall only be effective if we accept them in writing. The customer accepts our terms and conditions at the latest upon acceptance of our delivery or service without any other reservations. Our terms and conditions shall also apply to all future transactions with the respective purchaser. Our terms and conditions of business shall only apply to companies as defined in Section 310 (1) of the German Civil Code (BGB).

Our offers are subject to change. Agreements, including ancillary agreements, shall only become effective upon our confirmation. This can be in writing, in electronic form or in text form. In the case of text form, a signature is not required if the authorship is established.

We reserve unrestricted property and copyright exploitation rights to cost estimates and other documents. They may not be made accessible to third parties and must be returned on request if no order is placed.

Call-off orders shall be called off and accepted in good time and in agreed partial quantities. In the case of call orders without agreements on duration, production batch sizes or acceptance dates, we may demand a binding acceptance date no later than three months after the order. If the customer does not comply with his obligation to accept within three weeks after the acceptance date, we may withdraw from the contract and claim damages if the legal requirements are met.

2. Prices:

All prices are Euro prices plus the respective legally applicable value added tax.

Prices are ex works; excluding packaging, costs for shipping, installation and assembly.

The prices according to the price lists valid at the time of the conclusion of the contract shall apply. If there are more than four months between conclusion of the contract and delivery and if price changes have occurred during this period, we are entitled to make price adjustments.

Our offered prices for the contractual materials are calculated on the basis of the net purchase prices at the time of the conclusion of the contract and are disclosed in our offer. net purchase prices at the time of conclusion of the contract and are disclosed in our offer. Should the prices for the contractual materials change significantly after the conclusion of the contract, i.e. increase or decrease by more than 5 percent, each of the two contracting parties shall have the right to demand that the other contracting party enter into supplementary contractual negotiations with the aim of bringing about an appropriate adjustment of the originally contractually agreed prices for the contractual materials to the current net purchase prices by agreement. At the request of the contractual partner, we undertake to submit the order date and invoice of a material supplier and, in the case of our own request for adjustment, we shall submit suitable documents to justify it. If adjustment negotiations finally fail, the respective other party to the contract who demands the contract adjustment shall have the right to withdraw from the contract.

3. Delivery and performance time:

Delivery periods are generally non-binding. In particular, bindingly agreed delivery periods shall commence upon conclusion of the contract. The

commencement of a delivery period is subject to the clarification of all technical questions, above all the timely and proper fulfillment of obligations on the part of the customer, in particular the receipt of all documents and information necessary for the processing of the order. A delivery period shall also not commence if the customer is in considerable default of payment from this or other deliveries. In all cases in which a delivery period does not commence, the risk of accidental loss or accidental deterioration shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay. Changes to the order made at the request of the customer shall set a new delivery period in motion from our confirmation of the change to the order.

The observance of a delivery deadline presupposes correct and timely self-delivery by our suppliers. In the event of a binding delivery deadline or otherwise in the event of delay, we shall be liable in accordance with the statutory provisions. Liability for damages towards the ordering party is excluded as far as legally permissible. We are entitled to set the purchaser a reasonable deadline for exercising a right of withdrawal. After expiry of this period, a right of withdrawal on the basis of a failure to meet a binding delivery deadline or any other delay is excluded for the ordering party. The burden of proof with regard to the non-observance of a bindingly applicable delivery period or the other case of default shall be governed by the statutory provisions.

If the Purchaser has claims for damages due to non-observance of a binding delivery period or delay, the Purchaser may, within the framework of a lump-sum claim, demand damages in the amount of 0.5% per full month of non-observance of the delivery period or delay, but not more than 5% of the purchase price, for that part of the delivery which could not be put into operation at the Purchaser's premises due to non-observance of the delivery period or delay. Further legal claims and rights of the customer remain reserved.

If the customer is in default of acceptance or otherwise culpably violates his duties to cooperate, we are entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. Within the framework of a lump-sum assertion of a claim for damages, we also reserve the right to claim storage charges amounting to 0.5% of the invoice amount for each month incurred, up to a maximum of 5% of the gross purchase price; we are at liberty to prove further and higher damages. We also reserve the right to further legal claims and rights.

4. Delivery, transfer of risk and contract adjustment:

In the event of impossibility of delivery for which we are responsible, the claim for damages to be asserted by the customer shall be limited to 10% of the value of that part of the delivery which cannot be put into operation due to the impossibility, unless mandatory statutory provisions conflict with this limitation of liability. The right of the customer to withdraw from the contract remains unaffected. The statutory provisions shall apply to the burden of proof in these cases.

As far as possible, we are entitled to make partial deliveries. Partial deliveries shall be deemed to be self-contained fulfillments of the contract. Reasonable partial deliveries as well as deviations (max. +/- 10%) from the order quantities are possible and reasonable for the customer, unless the customer can assert weightier interests to the contrary.

In cases of force majeure, such as in particular fire, floods, strikes, epidemics (including epidemics and pandemics), insofar as a danger level of at least "moderate" is defined by the Robert Koch Institute, as well as in the case of curfews ordered by public law, the contracting party affected thereby shall be released from the obligation to perform or also to accept for the duration and to the extent of the effects of cases of force majeure.

If unforeseeable events seriously influence the performance to be rendered by us or if they have a serious effect on our operations, either of the two contracting parties may demand an appropriate adjustment of the contract from the other party. If an adjustment of the contract is not economically

justifiable for one of the two contracting parties, the latter shall have the right to withdraw from the contract. If one of the two contracting parties wishes to make use of this right, it must declare this to the other contracting party without delay. Any extension of the delivery period that may have been agreed in the meantime shall become invalid in such a case.

In principle, delivery "ex works" is agreed. Shipment shall be at the risk of the recipient. If the customer so wishes, deliveries shall be covered by transport insurance; the costs incurred shall be borne by the customer. We are entitled to select the mode of dispatch at our reasonable discretion without being liable for it.

5. Terms of payment:

Payments shall be made without any deductions. Unless otherwise agreed, the price shall be due for payment within 14 days of the invoice date. The statutory regulations concerning default of payment shall apply.

If, after conclusion of the contract, the customer does not comply with the terms of payment agreed or regulated herein or if we become aware of circumstances which are likely to endanger the customer's performance due to a lack of ability to pay, we shall be entitled to withhold our performance and to demand advance payments from the customer or the provision of security. In this case, we are entitled to set the customer a deadline for advance performance or for the provision of a security. After unsuccessful expiry of the deadline, we are entitled to withdraw from the contract.

The orderer may only offset such claims that are undisputed or have been legally established. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

6. Retention of title:

Until full payment of our claims against the purchaser, including all ancillary claims, also from repeated or ongoing business relations, the goods remain our property (reserved goods).

If our ownership expires due to processing, combination, mixing or resale, the customer hereby transfers to us the ownership rights to which he is entitled in the new stock, the new item or the new claim arising therefrom to the extent of the invoice value of the reserved goods.

The customer may sell the goods subject to retention of title in the ordinary course of business, provided that the claims from the resale are transferred to us in accordance with the above provisions. The customer is not entitled to make any other dispositions, in particular transfer of ownership by way of security, pledging, etc. The customer may not sell the goods subject to retention of title in the ordinary course of business.

At our request, the purchaser is obliged to inform his customers immediately of the assignment to us and to hand over to us the information and documents required for collection. In the event of any other impairment, we must be informed immediately by the ordering party.

We shall be entitled to withdraw from the contract and demand the return of the goods in the event of any breach of contract on the part of the customer, namely in the event of default in payment or infringement of the provisions on retention of title.

7. Liability for defects:

In the event of defects in the goods, we shall initially provide supplementary performance by rectification or replacement delivery at our discretion.

In the event of failure of the supplementary performance either by unsuccessful attempts or after the expiry of a reasonable period for this purpose, the Purchaser may, at its option, reduce the price or withdraw from the contract.

Claims for defects cannot be based on natural wear

and tear, nor on damage caused as a result of incorrect or negligent handling, excessive stress, unsuitable handling, etc., as well as such influences which are not assumed under the contract, unless the damage is attributable to our fault.

Claims for defects cannot be transferred to third parties without our prior written consent. If there is a lack of timely assertion of defects, liability claims for defects against us are excluded.

To the extent permitted by law, the parties agree that the limitation period for claims for defects shall be twelve months, calculated from the transfer of risk. Delivery recourse shall be governed by the statutory provisions.

Defects shall be notified by the customer in writing. The statutory right of retention of the customer exists in such cases in which defects are undisputed, to an extent which is in reasonable proportion to the defects. Unjustified notices of defects entitle us to demand reimbursement from the customer for expenses incurred as a result.

The purchaser does not receive any guarantees in the legal sense from us. Other manufacturer's guarantees remain unaffected by this.

In the event of other defects of title, the provisions on liability for material defects shall apply accordingly. Further claims or claims other than those regulated here by the customer against us due to a defect of title are excluded.

8. Claims for damages:

Insofar as legally permissible and not otherwise regulated herein, claims for damages and claims for reimbursement of expenses on the part of the Purchaser are excluded, irrespective of the legal grounds.

This shall not affect liability for intentional or grossly negligent conduct on our part or liability for culpable injury to life, limb or health or liability for breach of material contractual obligations.

In the event of a breach of material contractual obligations on our part which is neither intentional nor due to gross negligence, liability for damages shall be limited to the foreseeable, typically occurring damage, unless culpable injury to life, limb or health is involved.

The mandatory liability under the Product Liability Act remains unaffected in all cases.

Claims for damages due to defects shall become statute-barred within the limitation period for claims for defects regulated in clause 7. This does not apply to claims for damages due to culpable injury to life, body or health and not to grossly negligent or intentional conduct on our part.

The statutory provisions apply to the burden of proof.

9. Industrial property rights and copyrights:

We undertake to provide the goods free of industrial property rights and copyrights of third parties (hereinafter referred to as property rights). If a third party asserts justified claims against the purchaser due to the infringement of property rights by us, we shall be liable to the purchaser within the periods specified for material defects as follows:

We are entitled, at our discretion and at our expense, either to obtain a right of use for the goods in question or to replace them. If this is not possible for us under reasonable conditions, we shall notify the customer accordingly. The latter shall be entitled to withdraw from the contract or to reduce the remuneration - without prejudice to other claims for damages.

We shall only be liable if the customer immediately notifies us in writing of the claims asserted by third parties, does not acknowledge the infringement of property rights as such and reserves the right to take all defensive measures. If the customer ceases use, he is obliged to point out to the third party that this does not constitute an acknowledgement of the infringement of property rights.

If the purchaser is responsible for the infringement of property rights, there shall be no claims against us. The same shall apply if the infringement of property rights is caused by special specifications of the customer, by an unforeseeable application or by a modification of the goods by the customer or in connection with products not supplied by us.

10. Jurisdiction:

The law of the Federal Republic of Germany shall apply; the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

Should individual provisions of the contract with the Purchaser, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business. The same applies if the customer does not have a general place of jurisdiction in Germany or if a place of business, residence or habitual abode is not known at the time the action is brought.

Unless otherwise specified, our place of business is also the place of performance.