

TERMS AND CONDITIONS OF SALE AND DELIVERY Date: 9th May 2023

I. Validity of terms and conditions

1. Our offers, sales and deliveries are based on these Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC"); this shall also apply to ongoing business relationships, even if no reference is made to them in ongoing correspondence. The customer's terms and conditions of purchase or other deviating agreements shall only apply if we confirm them in writing.
2. References or acknowledgements to the contrary by the customer with reference to its terms and conditions of purchase are hereby expressly rejected.

II. Quotation and conclusion of contract

1. Our offers are subject to change. A contract shall only come into existence upon our written order confirmation. The scope of our services shall be conclusively determined by our written order confirmation along with its written enclosures.
2. Collateral agreements and amendments shall only become effective upon our written confirmation. This shall also apply to the waiver of these GTC.
3. Our fulfillment of the contract regarding those supply parts that are covered by state export regulations is subject to the proviso that we are granted the necessary permits.
4. Documents and information provided by us, such as illustrations, drawings, weight indications and dimensions, are only binding insofar as we expressly list them as part of the contract or expressly refer to them.
5. We reserve our property rights and copyrights to all information and documents provided (e.g. samples, cost estimates, drawings, documentation) - including in electronic form. They may not be retained by the customer, copied or otherwise reproduced or made accessible to third parties without our prior written consent.
6. The information contained in catalogs, brochures, circulars, advertisements, illustrations and price lists regarding weights, dimensions, capacity, prices and services are to be understood as exemplary representations. If this information is to represent a contractual quality, this requires an explicit agreement. Otherwise, the contractually owed properties of our products are based exclusively on our offer. Ideas expressed unilaterally by the customer shall not be considered.

III. Prices and payment

1. Our prices are net prices and apply EXW Chemnitz, Incoterms 2020, as ex works. VAT is not included in the price and will be charged at the statutory rate.
 - a) For services within the European Union, the customer must provide their VAT registration number when placing the order to prove their exemption from VAT. We reserve the right to charge the applicable VAT in the event of failure to provide complete information.
 - b) In the case of services outside the European Union, we are entitled to charge the statutory value added tax if the customer does not send us proof of export within one month of the respective shipment.
2. Cost estimates are only binding in written form.
3. The customer shall make payments as follows:
 - 30% down payment after receiving the order confirmation
 - 50% after performance or notification of availability for delivery/acceptance with regard to the main parts
 - 20% after performance or acceptance by the customer
4. Repairs and other services will be invoiced at the current charge rates, which can be requested from us. Surcharges will be levied for work outside normal working hours. Travel and waiting times are considered working time.
5. In the event of default in payment, we shall be entitled to make further deliveries dependent on the full payment of the claims in default.
6. The customer may only offset or exercise the right of retention with counterclaims that are undisputed or legally established in terms of reason and amount.
7. Customer payments are due upon receipt of our invoice without any deduction to one of our accounts within 30 days. The customer shall be in default 30 days after receipt of the invoice without further reminder unless other circumstances justifying default (e.g. a payment reminder or a shorter agreed payment period or a calendar-based payment period) have been agreed on.
8. The prices of the offer shall only apply if the full scope of services offered is ordered.
9. If specific prices have not been agreed on, the prices valid at the time of delivery shall apply.
10. If payment terms are not complied with or circumstances become known or apparent which, in our best commercial judgment, give rise to justified doubts as to the creditworthiness of the customer, including such facts which already existed at the time of conclusion of the contract but which were not known to us or should have been known to us, we shall be entitled, without prejudice to further statutory rights in these cases, to suspend further work on current orders or deliveries and to demand advance payments or the provision of securities acceptable to us for outstanding deliveries and to withdraw from the contract after a reasonable grace period for the provision of such securities has expired without success - without prejudice to further statutory rights. The customer shall be obliged to compensate us for all damages arising from the non-execution of the contract.
11. In case of default of payment by our customer, suspension of payment or application for the opening of insolvency proceedings regarding the customer's assets, all our claims shall become due immediately. This shall also apply if payment terms have been agreed or if the claims are not yet due for other reasons.

IV. Service, transfer of risk, receipt

1. The agreed delivery period is a target delivery period, unless expressly agreed otherwise in writing.
2. The agreed delivery period shall commence at the earliest upon conclusion of the contract and presupposes the clarification of all commercial and technical questions. The commencement of the delivery period is subject to the customer having provided all necessary documents or approvals and having made any agreed advance payments.
3. Compliance with a delivery deadline is subject to correct and timely self-delivery.
4. We reserve the right to make reasonable partial deliveries.
5. The provisions on the transfer of risk shall also apply if partial services are provided or further services are to be provided by us.
6. If delivery or acceptance is delayed or does not take place as a result of circumstances not attributable to us, the risk shall pass to the customer from the day of notification of readiness for delivery or readiness for acceptance. We undertake to take out any insurance requested by the customer at the customer's expense.
7. The customer may not refuse acceptance of the service in the event of insignificant defects and quantity deviations, without prejudice to their rights arising from Section IX.

V. Retention of title

1. Title to delivery items shall not pass to the customer until they have been paid for in full. Insofar as the validity of the retention of title in the country of destination is linked to special conditions or special formal requirements, the customer must ensure that these are fulfilled.
2. The customer may not pledge, sell or assign the delivery item as security prior to the transfer of ownership. In the event of seizure, confiscation or other dispositions by third parties, the customer must draw attention to our ownership and inform us immediately.

3. The customer is obliged to treat the reserved goods with care; in particular, he is obliged to insure them adequately at their own expense against fire, water and theft at replacement value.
4. An application for the opening of insolvency proceedings against the customer's assets entitles us to withdraw from the contract and to demand the immediate return of the delivery item. The same shall apply, if the customer does not properly perform their obligations under this contract, in particular their payment obligations.
5. If the customer is domiciled in the Federal Republic of Germany, the following shall apply in addition
 - a) Notwithstanding Section V.1, we reserve title to the delivery items until all our claims against the customer arising from the current business relationship have been satisfied.
 - b) Notwithstanding Section V.2, the customer is entitled to resell or process delivery items subject to retention of title in the ordinary course of business under the following conditions. He may only resell the delivery items subject to retention of title if the delivery items are not immediately paid for in full by the third-party purchaser. The right to resell shall lapse if the customer is in default of payment. Upon conclusion of the contract, the customer assigns to us all claims arising from a resale or any other legal reason. In the event of co-ownership arising, the assignment shall only include the share of the claim corresponding to our co-ownership.
 - c) The customer shall remain authorized to collect the claims assigned to us even after the assignment as long as they meet their payment obligations to us in accordance with the contract. We may demand at any time that the customer informs us of the assigned claims and their debtors. In such cases, the customer must provide us with all information necessary for collection, hand over the documents required for this purpose and inform the debtor of the assignment.
 - d) The processing of goods subject to retention of title shall always be carried out by the customer on our behalf. If the goods which are subject to retention of title are mixed, blended, combined or processed with other items which are not our property, we shall acquire (co-)ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the other processed items at the time of processing. If our goods are mixed, blended, combined or processed with other movable objects and if the other item is to be regarded as the main item, it is agreed that the customer shall transfer ownership to us on a pro rata basis insofar as the main item belongs to them. The customer shall hold the property or co-ownership for us. In all other respects, the same shall apply to the item created by mixing, blending, combining or processing as to the goods subject to retention of title.
 - e) The customer's right to dispose of the reserved goods, to process them or to collect the assigned claims shall expire, even without express revocation, if insolvency proceedings are opened against the customer's assets or if they are rejected for lack of assets, if payments are suspended, if an application for the opening of insolvency proceedings is filed by the customer or a third party or if insolvency or over-indebtedness occurs. In these cases, we shall be entitled to withdraw from the contract after the expiry of a reasonable period, with the consequence that we may take back the reserved goods. The customer is obliged to hand over the reserved goods. The proceeds of any utilization of the reserved goods shall be credited to the customer - less the utilization costs - against their obligations to us.
 - f) We undertake to release the securities to which we are entitled insofar as their invoice value exceeds our outstanding (residual) claims not only temporarily by more than 20%.

VI. Service period

1. Compliance with the agreed performance period presupposes that all commercial and technical questions between us and the customer have been clarified and that the customer has fulfilled all obligations incumbent upon them. If this is not the case, the service period shall be extended appropriately. This shall not apply if we are responsible for the delay.
2. Compliance with the service period is subject to correct and timely delivery to us. We shall inform the customer of any recognizable delays.
3. The service period shall be deemed to have been met if readiness for delivery has been notified by the time it expires. If acceptance is to take place, the acceptance date shall be decisive, alternatively our notification of readiness for acceptance.
4. If non-compliance with the service period is due to force majeure, labor disputes, delays in obtaining government approvals or other events beyond our control, the service period shall be extended accordingly. This shall also apply if we are in default with the provision of our service. We shall inform the customer of any recognizable delays.
5. If delivery or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the customer shall be charged for the costs incurred as a result of the delay. We reserve the right to claim further compensation.
6. If the customer is in default of acceptance or is otherwise responsible for a delay in dispatch, we may store the products at the customer's risk and expense and invoice them as delivered ex works. After setting and fruitless expiry of a grace period for acceptance of the products, we may withdraw from the contract and demand compensation instead of service. Further rights remain unaffected. It is not necessary to set a grace period if the customer seriously and definitively refuses acceptance or if it is obvious that he will not be able to pay the purchase price or accept the delivery within the grace period. Damages shall be deemed to be 20% of the order value. The damage shall be offset against any advance payment made. The parties are free to prove that the damage is actually higher or lower.

VII. Delays in service, impossibility

1. The customer may only withdraw from the contract in the event of partial impossibility if the partial performance is demonstrably of no interest to the customer. If this is not the case, the customer shall pay the contractual price attributable to the partial performance. Otherwise, Section X shall apply. If impossibility occurs during default of acceptance or through the fault of the customer, the customer shall remain obliged to provide consideration.
2. If neither contracting party is responsible for the impossibility, we shall be entitled to a part of the remuneration corresponding to the work we have performed.
3. The customer shall be entitled to withdraw from the contract within the framework of the statutory provisions if - taking into account the statutory exceptions - a reasonable deadline set for us to provide the service during our delay expires without result.
4. Further claims arising from delay in delivery shall be determined exclusively in accordance with Section X.

VIII. Acceptance

1. If the customer refuses acceptance without justification or without giving reasons, we may set them a period of 14 days in writing to declare acceptance. Acceptance shall be deemed to have taken place if the customer does not accept the goods within this period or specify in writing the significant defects identified by them.
2. The customer shall only be entitled to refuse acceptance if the defect nullifies or significantly reduces the normal and/or contractually stipulated use of the work and/or its value. If the work has defects that do not entitle the customer to refuse acceptance, acceptance shall be subject to the proviso that the defects are remedied.
3. Refusals to accept or reservations against acceptance must be made immediately in writing, stating and describing the defect complained of.
4. The use of the delivery item by the customer for production purposes shall be deemed acceptance.

IX. Claims for defects

1. In the event of material defects and defects of title which already exist at the time of the passing of risk in accordance with Section IV, the customer shall have the following claims for defects:

- a) The customer's claims for defects presuppose that he has properly fulfilled their obligations to inspect the goods and give notice of defects in accordance with §377 of the German Commercial Code (HGB).
- b) At our discretion, we shall deliver a defect-free item or remedy defects if the delivery item was already demonstrably defective at the time of transfer of risk in accordance with Section IV. The customer must report defects immediately and in writing, stating and describing the defect complained of. We reserve the right of ownership to parts replaced in the exchange procedure.
- c) Subject to the following provisions of this lit. c), the limitation period for the customer's claims for defects shall be one year, calculated from the start of the statutory limitation period. If we have fraudulently concealed a defect, the statutory periods shall apply to any claims for damages. The statutory periods shall also apply to the limitation period for any claims for compensation by the customer due to defects if we are guilty of intent or gross negligence or the claim for compensation is based on injury to life, limb or health.
- d) No claims for defects shall exist in the following cases in particular:
Natural wear and tear, excessive use, improper interventions or repair work carried out by the customer or third parties, incomplete or incorrect information provided by the customer, unsuitable or improper use, incorrect operation, assembly or commissioning, incorrect or negligent handling, improper maintenance, use of unsuitable operating materials/replacement materials, harmful environmental conditions unknown to us, chemical, electrochemical or electrical influences.
- e) Furthermore, no claims for defects shall exist if the customer makes changes to the delivery item or has them made by third parties without our consent.
- f) The customer must grant us the time and opportunity required for supplementary performance. If we are not given this opportunity, we shall not be liable for the resulting consequences.
- g) In the event of rectification of defects, we shall bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs. However, we shall only bear the transportation costs from the place to which the purchased item was delivered as intended and up to a maximum of the purchase price. The limitation period for claims for defects in the event of rectification shall be extended by a period of 3 months for replaced parts and shall expire at the earliest on expiry of the original warranty period.
- h) If a reasonable deadline set for us for subsequent performance due to a defect expires without result, the customer may withdraw from the contract - taking into account the statutory exceptions. If there is only an insignificant defect, the customer shall only be entitled to a reduction of the purchase price. The right to reduce the purchase price is otherwise excluded.
- i) If the use of the delivery item leads to an infringement of industrial property rights or copyrights, we shall generally provide the customer with the right to further use or modify the delivery item in such a way that the infringement of industrial property rights or copyrights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the parties shall be entitled to withdraw from the contract.
- j) Subject to Section X., our obligations set out in Section IX.1.i. are conclusive in the event of an infringement of industrial property rights or copyright.
- k) A claim for subsequent performance due to infringement of industrial property rights or copyrights shall only exist if
 - the customer informs us immediately in writing, stating and describing the asserted infringements of industrial property rights or copyrights,
 - the customer does not acknowledge the infringement and supports us to a reasonable extent in the defense against the asserted claims or enables us to carry out the modification measures in accordance with Section IX.1.i,
 - we reserve the right to take all defensive measures, including out-of-court settlements,
 - the infringement of industrial property rights or copyrights is not based on an instruction or specification of the customer,
 - the infringement of industrial property rights or copyrights was not caused by the fact that the customer modified the delivery item without authorization or used it in a manner not in accordance with the contract.

X. Liability

1. We shall only be liable for damages, on whatever legal grounds
 - insofar as we, our legal representatives or vicarious agents are guilty of intent or gross negligence,
 - in the event of culpable breach of material contractual obligations,
 - in the event of culpable injury to life, limb or health,
 - in the case of defects which we have fraudulently concealed or the absence of which we have guaranteed,
 - insofar as liability exists under the Product Liability Act for personal injury or material damage to privately used objects.We are not liable for further claims for damages.
2. An essential contractual obligation is an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.
3. In the event of a slightly negligent breach of material contractual obligations (excluding intent and gross negligence), however, our liability shall be limited to the reasonably foreseeable damage typical for the contract.
4. The foreseeable damage typical of the contract shall be set at the contractual value of the service concerned.

XI. Return of goods and complaints

1. We reserve the right to charge a processing fee of up to 20% of the value of the goods for returned goods and complaints, unless the return of the goods or the complaint is based on a circumstance for which we are responsible.
2. We do not reimburse any return transport costs for packaging.

XII. Data protection

1. With regard to your personal data, the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG - new), are complied with, in particular in the context of processing pursuant to Art. 6 para. 1 lit. b) and/or f) GDPR (hereinafter "processing").
2. Your personal data will be processed by us if, insofar and as long as this is necessary for the establishment, execution and termination of our contract. Any further processing of your personal data will only take place if this is required or permitted by law or if you have given your consent. You are aware that the processing of your name, corporate characteristics, address, date of birth and bank details, among other things, is necessary to carry out pre-contractual measures and to fulfill our contract. This is done exclusively for the purpose of contract processing, Art. 6 para. 1b) GDPR.
3. We are entitled - to the extent permitted by law - to check the risk of payment defaults on your part for the purpose of deciding on the establishment, execution and termination of the contract.
4. We will use the services of credit agencies such as SCHUFA Holding AG or other third parties for the check and for this purpose transmit data from you to them or request data from them. The processing of data for this purpose is based on Art. 6 para. 1 lit. b) GDPR.

5. We are entitled to transfer your data to third parties if and insofar as this is necessary for the implementation of pre-contractual measures and for the fulfillment of this contract (e.g. for shipping, invoicing or customer service) or a legal obligation within the meaning of Art. 6 para. 1 lit. c) GDPR.

We may also forward this data - to the extent permitted by law - to third parties (e.g. collection companies) for processing for the purpose of debt enforcement.

6. We will provide you with information about the personal data stored about you free of charge upon request, subject to the legal requirements. You have the right to request the correction, deletion, restriction of processing or transfer of your data to a third party in accordance with the legal requirements. You also have the right to lodge a complaint with a supervisory authority.

XIII. Insurance claims

Insofar as we have direct claims against the customer's insurer with regard to the delivery item as a co-insured party, the customer hereby grants us its consent to assert these claims.

XIV. General

1. All taxes, fees and duties in connection with the service outside the Federal Republic of Germany shall be borne by the customer and, if applicable, reimbursed to us.
2. The customer shall procure at their own expense the permits and/or export and import documents required for their use of the products.
3. The place of performance and fulfillment of the customer's obligations towards us shall be our registered office.
4. Should individual provisions of these terms and conditions or of the contract be or become invalid in whole or in part, the remaining provisions shall remain unaffected.

XV. Applicable law, place of jurisdiction

1. The law of the Federal Republic of Germany shall apply to these GTC and the legal relationships between us and the customer arising from this contract to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer has its registered office/domicile outside the Federal Republic of Germany, the preceding sentence shall apply with the proviso that the law of the customer's registered office/domicile shall apply to the effective inclusion of these terms and conditions in the contract and to the assessment of their effectiveness.
2. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Chemnitz.
However, if we are the plaintiff, we are entitled - but not obliged - to appeal to the court responsible for the customer's registered office.