

General Terms and Conditions of Sale and Delivery

§1 General Provisions – Scope

- (1) Our Terms and Conditions of Sale and Delivery apply exclusively; any conditions of the customer contradicting or deviating from our Terms and Conditions of Sale and Delivery shall not apply, unless we have expressly agreed to these in writing. Our Terms and Conditions of Sale and Delivery shall also apply if we deliver to the customer without reservation in full knowledge of his contradicting or deviating conditions.
- (2) These General Terms and Conditions of Sale and Delivery apply exclusively for businesses, public law entities and public law entities with special funds as defined under Sect. 310 Par. 1 German Civil Code (BGB).
- (3) Our Terms and Conditions of Sale and Delivery also apply for all future transactions with the customer.
- (4) Any separate agreements override these General Terms and Conditions of Sale and Delivery.
- (5) For the cessation of standard software, the “software clause for the cessation of standard software as a part of deliveries” recommended by the ZVEI e.V. applies in its respective valid version, currently from January 2022.

§2 Offers, Offer Documents and Orders

- (1) Our offers are subject to change, except where our order confirmation indicates otherwise. A contract first comes into existence through our written order confirmation or delivery of the goods or rendering of the service.
- (2) We are entitled to change our goods and services within limits reasonable to the customer.
- (3) Our data sheet, which can be accessed on the Internet and is printed in our catalogues or enclosed with the product, applies for offers of standard products; the version applicable upon conclusion of the contract and/or agreed between the parties shall apply. The specifications under the provisions of the contract shall apply as a benchmark for products developed by us.
- (4) We shall be free to withdraw from the contract if the agreed goods or services cannot be procured or procured under reasonable conditions due to force majeure. Should the goods or services not be available, we undertake to immediately inform the customer thereof and refund any payments already made.
- (5) We reserve title and copyright in any illustrations, drawings, cost estimates and other documents. This also applies for such documents marked “confidential”. The customer shall obtain our express written approval prior to passing on these documents to third parties.

§3 Installation and Assembly

Failing a written agreement to the contrary, the following provisions shall apply insofar as we are responsible for installation and assembly:

- (1) The customer shall bear the costs for:
 - a) all excavation, construction and other secondary work outside the industry including the costs for the necessary specialists and workers, building materials and tools,
 - b) all commodities and materials required for assembly and commissioning such as scaffolding, hoists and other devices as well as fuel and lubricants,
 - c) power and water supply at the location including the connections, heating and lighting,
 - d) providing suitable, dry and lockable rooms on location that are of sufficient size to store machine parts, equipment, materials and tools etc. and for providing appropriate working and lunch rooms, including sanitary facilities appropriate under the circumstances, for the assembly personnel; in all other respects the customer shall take all measures for the protection of the supplier’s property and of the assembly personnel that he would take to protect his own property,
 - e) any protective clothing and protective devices necessary at the location due to special circumstances.
- (2) Prior to the start of any assembly work, the customer shall provide the necessary information regarding the location of any power, gas, water or similar lines running underground as well as the necessary structural information without prior request.
- (3) Prior to the start of installation and assembly, all supplies and articles necessary for work to begin must be at the installation or assembly site and all preliminary work must have progressed to the point that installation or assembly can begin as contractually agreed and the work can be carried out without interruption; all supply routes and the installation or assembly site must be level and cleared.

- (4) Should there be a delay in installation, assembly or commissioning for reasons beyond our control, the customer shall within reasonable limits bear the costs for the waiting period and any additional travel of our employees and/ or assembly personnel that may be required.
- (5) The customer shall certify the duration of the work of the assembly personnel as well as the completion of installation, assembly or commissioning forthwith.
- (6) Should we demand an inspection of the goods and/or services after completion, the customer shall carry it out forthwith, no later, however, than within two weeks. Should he fail to do so, the goods and/or services shall be deemed accepted. They shall also be deemed accepted if they are made use of after the end of an agreed test phase, as the case may be.

§4 Project Planning and Consultation Services

Failing an agreement to the contrary, the following provisions for project planning and consultation services shall apply in addition:

- (1) Insofar as we are providing project planning or consultation services, the customer shall provide us with all necessary or pertinent information and documents.
- (2) The customer is exclusively responsible for the use and processing of products obtained from us. Our verbal or written application-related advice shall only be considered non-binding advice and does not release the customer from his own inspection of the products and/or services as to their suitability for the intended purpose.
- (3) Prior to their implementation, the customer shall be obligated to review the project plans and advice on his own as to their feasibility and promises on which they are based and to notify us of any objections forthwith. The same shall apply for any preliminary drafts.
- (4) Our project planning and consultation service only constitutes an aid in finding solutions for our customers and does not contain any guarantee that these are the best or most costeffective solutions.

§5 Repairs

Failing an agreement to the contrary, the following provisions shall apply for repairs in addition:

- (1) Any cost estimates for repairs are made to the best of our knowledge. In case of proper repairs, deviations of up to 25 % shall be permissible without consulting the customer.
- (2) We are entitled to charge the customer for submitting a cost estimate.
- (3) Repairs are carried out according to the respective state-of-the-art. We make every effort to restore the items to be repaired to their original condition. We are entitled to use replacement parts manufactured under license today without consulting the customer.
- (4) Any repair deviating from the original condition shall require a written agreement.
- (5) Any removed parts become our property.
- (6) The return of items sent to us for repair or submission of a cost estimate shall be at the customer's expense and risk. The customer bears the costs for return shipments, also in case any unrepaired items are returned.
- (7) In case of repairs, the warranty period for any new parts installed is 24 months.
- (8) In case of a flat-rate repair of equipment no older than 6 years, the equipment is generally overhauled; in this case the warranty period for the entire piece of equipment is 6 months.

§6 Prices and Terms of Payment

- (1) The respective price lists at the time the contract is concluded shall apply. Special prices offered in the Internet Shop only apply for orders placed via the Internet. Unless our order confirmation indicates otherwise, our prices are "ex works" without collateral costs. Shipping, insurance, packaging, customs charges, taxes including statutory VAT as well as assembly costs, commissioning costs and adjustments and the like are invoiced separately.
- (2) Should a reduction or increase of costs arise after conclusion of the contract, in particular due to collective agreements or changes in the price of materials, we reserve the right to change our prices accordingly. We will provide evidence of these changes to the customer on request.
- (3) Unless otherwise stated, all payments are to be made immediately and without deduction.
- (4) We will only accept payment by cheque or bill of exchange as conditional payment. Our claim shall not expire until we can conclusively dispose of the amount. The customer shall bear all costs accrued in this respect.

- (5) Should the customer fall in arrears, we shall be entitled to charge interest on arrears amounting to 8 % above the base rate per year. We reserve the right to prove higher losses.
- (6) Our prices do not include statutory VAT; the VAT is shown separately on the invoice at the statutory rate.
- (7) The customer shall only have a right to setoff if his counterclaims have been conclusively determined in a court of law, are uncontested or accepted by us. Furthermore, he shall only be entitled to exercise a right of retention if his counterclaim is based on the same contract.

§7 Delivery Time

- (1) All delivery dates and/or delivery terms are considered approximate times unless confirmed by us in writing.
- (2) The start and course of delivery terms assumes that all technical questions have been clarified.
- (3) Meeting our delivery obligations further presupposes that the customer duly meets his obligations on time. The objection to nonperformance of the contract shall remain unaffected.
- (4) Should we fail to meet a delivery date due to force majeure or other unforeseeable circumstances beyond our control, which shall include strike or lockout, the delivery term shall be extended by the period of the disruption plus an appropriate start-up period.
- (5) The risk of exportability and importability of ordered products lies exclusively with the customer.
- (6) We are entitled to partial deliveries to a reasonable extent.
- (7) Should a significant deterioration of the customer's assets arise after conclusion of the contract or should we later gain knowledge of the fact that the customer was already unworthy of credit or insolvent upon conclusion of the contract, thus putting our claim for payment at risk, we shall be entitled to refuse delivery of the goods or services until payment has been made or the goods and services have been secured by collateral.

§8 Passing of Risk – Packaging Costs

- (1) Unless our order confirmation indicates otherwise, delivery is agreed "ex works".
- (2) On request of the customer we will take out transport insurance for the delivery; any costs in this respect are borne by the customer.

§9 Retention of Title

- (1) We retain title in the goods delivered by us until all present or future claims against the customer, to which we are entitled, have been settled. If a current account is kept, the retained goods serve as security for all outstanding balances. Should the realisable value of the securities exceed the value of all our claims by more than 20 %, the customer shall be entitled to demand release of a corresponding amount.
- (2) Should the customer default on material contractual obligations such as his payment obligation, we are entitled to take back the retained products without prejudice to our other rights and use these otherwise for the purpose of satisfying all due claims against the customer - less appropriate utilization costs. The taking back of the object of sale by us does not constitute a withdrawal from the contract. In this case the customer shall grant us or our agents immediate access to the retained products and surrender these to us.
- (3) The customer may sell the retained goods only in the ordinary course of business and only as long as he is not in default of payment; he hereby assigns to us all claims against his customers or third parties arising from the resale of the goods in the value of the total invoiced amount (including VAT) of our receivables. Should the customer sell the retained products after they have been processed, combined, mixed or blended with other goods or together with other goods, the assignment of claims is deemed to be agreed only in the amount of that part corresponding to the price agreed between the customer and us plus a security margin of 20 % of this price. The customer is revocably entitled to collect the claims assigned to us on our behalf and in his name. We are entitled to revoke this authorisation as well as the right to resell the goods if the customer fails to meet his payment obligations towards us.
- (4) The customer shall provide at any time all information requested by us regarding the retained goods or claims assigned to us under this agreement. The customer shall immediately notify us of any attachments or claims by third parties regarding the retained goods and provide us with the necessary documents. At the same time the customer shall notify the third party of our retention of title. The costs for a defence against such attachments and claims shall be borne by the customer. The customer shall be obligated to treat the retained products with care for as long as they are under retention of title.
- (5) The customer is not entitled to pledge the products, assign them as security or make any other dispositions putting our property at risk.

- (6) Any processing or transformation of the goods is always done for us. If the goods are processed with other goods not belonging to us, we obtain co-title in the new goods in relation of the value of the retained products to the value of the other processed products at the time of processing. If the retained goods are combined, blended or mixed with other goods, we obtain co-title in the new goods in relation of the value of the retained products to the value of the other products at the time they are combined, blended or mixed. If the combining, blending or mixing is done in a way that the new item must be considered the main item, it is agreed that the customer shall transfer a proportionate share of the title in the new item to us. The customer shall keep the thus created property for us.

§10 Indemnification

Should the customer sell the goods – if applicable after they have been processed, combined, mixed or blended – with other goods, he shall indemnify us inter partes from product liability claims of third parties insofar as he is responsible for the defect giving rise to liability.

§11 Warranty

- (1) Unless expressly agreed otherwise, the goods delivered by us are not fault-tolerant. They are therefore not suitable for use in high-risk areas within online-control requiring fail-safe performance. These high-risk areas are in particular the operation of power plants, aircraft navigation or communication systems, air traffic control, devices used in intensive medical care or weapons systems, in which a failure of the goods could lead directly to death, personal injury or to property or environmental damage.
- (2) The assertion of warranty claims by the customer shall require that he shall have met the obligation to inspect the goods and give notice of defect according to Sect. 377 German Commercial Code (HGB). Notices of defect shall be submitted in writing. The existence of objective characteristics as a condition for faultlessness is expressly excluded.
- (3) We guarantee that the goods will function essentially as described in the respective specifications (data sheet) for the goods for a term of five years after the delivery of the standard products manufactured by us (hereinafter: Warranty Period). Should the product not function as specified in the description of function during the Warranty Period (hereinafter: Defect), we shall be liable for the Defect which has arisen subject to the following provisions:
 - a) In case a Defect exists at the time of the transfer of risks and in case such Defect is asserted in writing during the first year of the Warranty Period, we shall remedy such Defect by means of subsequent performance either by repairing the Defect or by delivering goods free of Defects at our choice. In this context, we shall assume the expenses incurred for the purpose of subsequent performance, in particular freight, transport, labour and material costs. The customer shall be entitled to either resign from the contract or reduce the purchase price in line with the statutory provisions in case subsequent performance has failed; however, such resignation or reduction in price shall be admissible at the earliest after fruitless expiry of two adequate time limits set by the customer for subsequent performance unless setting of a time limit for subsequent performance can be dispensed with according to the statutory provisions. In case the customer makes use of his right to resign from the contract, he shall stop using the goods and return these to us forthwith; in this respect the customer shall be liable with regard to a possible deterioration, destruction or loss of use in the event of wilful intent and any negligence.
 - b) Should a Defect arise during the Warranty Period, we shall remedy said Defect by means of subsequent performance either by repairing the Defect or by delivering a product free of Defects at our choice provided we were notified of the Defect forthwith in writing during the Warranty Period. In this context, for the purpose of subsequent performance, we shall assume the costs of material and labour required for the direct rectification of the Defect of the product and/or for the product free of Defects; however, we shall not assume costs of freight, transport, installation and dismantling as well as other expenses. The customer shall not be entitled to resign from the contract or reduce the purchase price in the event of failed subsequent performance.

Should our operating or maintenance instructions not be complied with, should the goods be treated carelessly or inappropriately, should the goods be modified, parts exchanged or consumables not complying with the original specifications be used, the warranty under this fig. (b) shall cease to apply unless the customer furnishes evidence that the Defect was not based thereon.

The extension of the warranty to beyond the statutory provisions connected with this fig. (b) shall be restricted to the legal consequences described in this clause and does not concern merchandise, goods that we have not manufactured ourselves, and customer-specific variants of manufactured goods.

- (4) Should a notice of defect prove to be unfounded, we shall be entitled to demand compensation for expenses incurred in determining and/or eliminating any cause for a Defect that arise from the notice of defect according to the applicable price lists at the time.
- (5) Should the customer fail to observe or properly observe our operating or maintenance instructions or should he modify the products, exchange parts or improperly install these, any warranty for Defects based thereon shall not apply.

§12 Limitation of Liability

- (1) With the exception of liability for injury to life, limb or health, we shall only be liable for damages incurred by the customer insofar as it can be proven that we or our vicarious agents acted with wilful intent or gross negligence.
- (2) In addition – except in cases of injury to life, limb or health or in cases of wilful intent or gross negligence – any liability on our part shall be limited to damages foreseeable and typical for the industry at the time the contract is concluded and shall not exceed the average amount typical under this kind of contract; this shall also apply for such damages caused by one of our legal representatives or senior officers in violation of a material contractual duty, in the fulfilment of which the customer has put special trust as well as for indirect damages, in particular loss of profit.
- (3) The limitation of liability under 1 and 2 above applies for all damage claims, irrespective of their legal grounds, in particular with respect to claims arising from preliminary or collateral agreements; however, any liability under the Product Liability Act or in cases of wilful intent, gross negligence or injury to life, limb or health shall remain unaffected.
- (4) Except in cases of injury to life, limb or health or wilful intent or gross negligence, liability shall in all other respects be limited to €2,500 per individual case.
- (5) The limitation of liability under 1 to 4 above shall likewise apply in favour of our employees and vicarious agents.
- (6) Any liability claims under the Product Liability Act shall remain unaffected by clause §12 above.

§13 Industrial Property Rights, Copyright

- (1) Failing an agreement to the contrary, we shall be obligated to provide the goods and/or services only in the country of the designated place of delivery free of any third party industrial property rights and copyrights. Should a third party assert justified claims against the customer because the contractual use of the product or services provided by us infringes industrial property rights, we shall be liable to the customer within the periods mentioned under §11 above as follows:
 - a) We will at our discretion and our expense either obtain the right of use for the respective goods and/or services, change the product in such a way that no industrial property rights are infringed or exchange the product. If this is impossible for us on appropriate conditions, the customer is entitled to assert his legal rights of withdrawal and reduction.
 - b) In all other respects the duty to pay damages is subject to clause §12 above.
 - c) Our obligations mentioned above only persist insofar as the customer immediately notifies us in writing of any claims asserted by third parties, does not acknowledge an infringement and all defensive actions and settlement negotiations remain with us. Should the customer stop using the product or service for reasons of loss minimization or other important reasons, he shall be obligated to point out to the third party that any discontinuation of use does not constitute an acknowledgement of an infringement of industrial property rights.
- (2) Any claims of the customer shall be excluded insofar as he is responsible for the infringement of industrial property rights.
- (3) Furthermore, any claims of the customer shall be excluded insofar as the infringement of industrial property rights is caused by special demands of the customer, by utilization not foreseeable by us or by the customer modifying the product or service or using the product in combination with other products not delivered by us.
- (4) In case of other deficiencies in title, the provisions under clause §11 apply accordingly.
- (5) Any further or other claims of the customer against us and our vicarious agents due to deficiency in title other than those regulated under clause §13 of this agreement shall be excluded.
- (6) We shall be exclusively entitled to any industrial property rights arising from order-related developments. We will grant the customer an indefinite right of use in these, however, without the right to issue sub-licenses, unless agreed otherwise.

§14 Export regulations

- (1) Seller shall not be obligated to fulfil the Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- (2) If Buyer transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Seller or works and services (including all kinds of technical support) performed by Seller to a third party Buyer shall comply with all applicable national and international (re-)export control regulations. In any event of such transfer of goods, works and/or services Buyer shall comply with the (re-)export control regulations of Finland, the Federal Republic of Germany, of the European Union ("EU"), of the United States of America ("USA") and of the country from which Buyer exports the goods, works and/or the services.
- (3) Prior to any transfer of goods, works and/or services to a third party, Buyer shall in particular check and guarantee by appropriate measures that
 - a) there will be no infringement of an embargo imposed by the EU, USA and/or by the United Nations by such transfer, by brokering of contracts concerning the goods, works and/or services or by provision of other economic resources in connection with the goods, works and/or services;
 - b) such goods, works and/or services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained;
 - c) the regulations of all applicable sanctioned party lists of the EU and USA concerning the trading with entities, persons and organizations listed therein are considered.
- (4) Upon request by Seller, Buyer shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Seller, as well as any export control restrictions existing.
- (5) Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof.

§15 Severability

Should any provision of these Terms and Conditions of Sale and Delivery be or become invalid or unenforceable or should there be a gap in these Terms and Conditions, this shall not affect the validity and enforceability of all other provisions. This shall not apply if adherence to the contract constitutes an unreasonable hardship for the other party.

§16 Place of Jurisdiction and Applicable Law

- (1) If the customer is a registered merchant, a public law entity or a public law entity with special funds, sole place of jurisdiction for any disputes arising from this agreement shall be Frankfurt a.M.. However, we shall in addition be entitled to bring action against the customer before any responsible court in his jurisdiction.
- (2) Any privity of contract with our customers is subject to German substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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