

General Terms and Conditions of Delivery for the Supply of Goods and Services by the Supplier

for use in business transactions with business customers

Version: valid from 15.07.2026



Article 1: General Provisions

1. The legal relations between the Supplier and the Purchaser in connection with the Supplier's deliveries and/or services (hereinafter referred to as the "Deliveries") shall be governed exclusively by these General Terms and Conditions of Delivery. The Purchaser's general terms and conditions shall apply only insofar as the Supplier has expressly agreed to them in writing. The scope of the Deliveries shall be determined by the congruent written declarations of both parties.
2. The Supplier reserves without restriction all proprietary rights, copyrights and rights of use and exploitation in cost estimates, drawings and other documents. Such documents may not be made available to third parties without the Supplier's prior consent and shall, upon request, be returned to the Supplier without undue delay if the order is not placed with the Supplier. Sentences 1 and 2 shall apply mutatis mutandis to documents of the Purchaser; however, such documents may be made available to those third parties to whom the Supplier has permissibly transferred Deliveries.
3. With respect to standard software and firmware, the Purchaser shall have the non-exclusive right to use the same, in unchanged form and with the agreed performance characteristics, on the agreed equipment. Unless expressly agreed otherwise, the Purchaser may create one backup copy of the standard software.
4. Partial Deliveries shall be permissible insofar as they are reasonable for the Purchaser.
5. The term "claims for damages" as used in these General Terms and Conditions of Delivery shall also include claims for reimbursement of futile expenses.

Article 2: Prices, Terms of Payment and Set-Off

1. Prices are quoted ex works, excluding packaging and the applicable statutory value added tax (VAT).
2. If the Supplier has undertaken installation or assembly work and unless otherwise agreed, the Purchaser shall, in addition to the agreed remuneration, bear all necessary ancillary costs, including but not limited to travel and transportation expenses.
3. Payments shall be made without deduction and free of charges to the Supplier's designated payment account.
4. The Supplier shall be entitled to assign, in whole or in part, any claims arising from the business relationship to third parties.
5. The assignment of claims of the Purchaser against the Supplier, as well as the transfer of rights and obligations arising from the business relationship, shall require the Supplier's prior consent.
6. The Purchaser may set off only such claims as are undisputed or have been finally adjudicated by a court of law.

Article 3: Retention of Title

1. The items comprising the Deliveries (hereinafter referred to as the "Reserved Goods") for which the purchase price becomes due immediately or for which a payment term of up to and including thirty (30) days after delivery, delivery including installation/assembly, or receipt of invoice has been agreed, shall remain the property of the Supplier until full payment has been received.
2. In all other cases, the Reserved Goods shall remain the property of the Supplier until all claims arising from the business relationship and due to the Supplier against the Purchaser have been satisfied in full. To the extent that the value of all security interests to which the Supplier is entitled exceeds the amount of all secured claims by more than twenty percent (20%), the Supplier shall, at the Purchaser's request, release a corresponding portion of the security interests. The Supplier shall be entitled to select which security interests are to be released.
3. During the period of retention of title, the Purchaser shall neither pledge the Reserved Goods nor transfer ownership thereof by way of security. Resale shall be permitted only to resellers in the ordinary course of business and only on the condition that the reseller receives payment from its customer or makes the reservation that title shall pass to its customer only upon fulfilment of the customer's payment obligations.
4. If the Purchaser resells the Reserved Goods, it hereby assigns to the Supplier, by way of security, all future claims arising from such resale against its customers, together with all ancillary rights, including any balance claims, without the need for any further declaration. If the Reserved Goods are resold together with other items without an individual price having been agreed for the Reserved Goods, the Purchaser hereby assigns to the Supplier such portion of the total claim for payment as corresponds to the price invoiced by the Supplier for the Reserved Goods.
5.
 - a) The Purchaser shall be entitled to process, combine or mix the Reserved Goods with other items. Any such processing shall be carried out on behalf of the Supplier. The Purchaser shall hold in safekeeping, with the diligence of a prudent businessman, the new item resulting from such processing. The new item shall be deemed to constitute Reserved Goods.
 - b) The Supplier and the Purchaser hereby agree that, in the event the Reserved Goods are combined or mixed with items not belonging to the Supplier, the Supplier shall in any event acquire co-ownership of the new item in the proportion represented by the value of the combined or mixed Reserved Goods relative to the value of the other items at the time of combination or mixing. The new item shall, to that extent, be deemed Reserved Goods.
 - c) The provisions concerning assignment of claims pursuant to Section 4 above shall also apply to the new item. However, such assignment shall apply only up to the amount corresponding to the value invoiced by the Supplier for the processed, combined or mixed Reserved Goods.
 - d) If the Purchaser combines the Reserved Goods with real property or movable property, the Purchaser hereby assigns to the Supplier, by way of security and without the need for any further declaration, its claim for remuneration arising from such combination,

together with all ancillary rights, in the proportion represented by the value of the combined Reserved Goods relative to the value of the other combined items at the time of combination.

6. Until revoked, the Purchaser shall be entitled to collect claims assigned from resale. If there is good cause, in particular in the event of default in payment, suspension of payments, commencement of insolvency proceedings, protest of a bill of exchange, or justified indications of over-indebtedness or impending insolvency of the Purchaser, the Supplier shall be entitled to revoke the Purchaser's authority to collect such claims. Furthermore, after prior notice and subject to a reasonable period of time, the Supplier may disclose the assignment by way of security, realise the assigned claims and require the Purchaser to disclose the assignment by way of security to its customer.
7. In the event of attachment, seizure or any other disposition or intervention by third parties, the Purchaser shall notify the Supplier without undue delay. Upon substantiation of a legitimate interest, the Purchaser shall without undue delay provide the Supplier with all information and documents required for asserting the Supplier's rights against the Purchaser.
8. In the event of a breach of duty by the Purchaser, in particular default in payment, the Supplier shall, after unsuccessful expiry of a reasonable grace period granted to the Purchaser for performance, be entitled not only to repossess the Reserved Goods but also to rescind the contract. The statutory provisions regarding circumstances in which no grace period is required shall remain unaffected. The Purchaser shall be obliged to surrender the Reserved Goods. Repossession of the Reserved Goods, assertion of retention of title or attachment of the Reserved Goods by the Supplier shall not constitute rescission of the contract unless the Supplier expressly declares such rescission.

Article 4: Delivery Periods; Delay

1. Compliance with delivery periods shall be subject to the timely receipt of all documents, permits and approvals to be supplied by the Purchaser, in particular drawings and plans, as well as compliance by the Purchaser with the agreed terms of payment and all other obligations.
- If these requirements are not fulfilled in due time, the delivery periods shall be extended accordingly, unless the Supplier is responsible for the delay.
2. If non-compliance with delivery periods is attributable to:
 - a) force majeure, e.g. mobilisation, war, acts of terrorism, civil unrest, or similar events (e.g. strikes or lockouts);
 - b) virus attacks or other attacks by third parties on the Supplier's IT systems, provided that such attacks occurred despite compliance with the standard of care customary for protective measures;
 - c) obstacles arising from German, United States or other applicable national, EU or international foreign trade regulations, or from other circumstances for which the Supplier is not responsible; or
 - d) untimely or improper supply to the Supplier, the delivery periods shall be extended accordingly.
 3. If the Supplier is in delay, the Purchaser may – provided that it can demonstrate that it has suffered damage as a result thereof – claim liquidated damages for each completed week of delay in the amount of 0.5% of the price of that portion of the Deliveries which, due to the delay, could not be used for its intended purpose. Such liquidated damages shall, however, not exceed a total of 5% of the price of the affected portion of the Deliveries.
 4. Any claims for damages by the Purchaser arising from delayed delivery, as well as claims for damages in lieu of performance exceeding the limits specified in Section 3 above, shall be excluded in all cases of delayed delivery, including after expiry of any deadline for delivery that may have been granted to the Supplier. This shall not apply in cases of wilful misconduct, gross negligence, or injury to life, body or health. The Purchaser may rescind the contract only within the framework of the statutory provisions and only insofar as the Supplier is responsible for the delay. The foregoing provisions shall not involve any change in the burden of proof to the detriment of the Purchaser.
 5. Upon the Supplier's request, the Purchaser shall declare within a reasonable period of time whether it rescinds the contract due to the delay or insists upon performance of the Delivery.
 6. If dispatch or delivery is delayed at the Purchaser's request by more than one month after notification of readiness for dispatch, the Purchaser may be charged storage costs in the amount of 0.5% of the price of the items comprising the Deliveries for each additional commenced month, up to a maximum total of 5%. The parties shall remain free to prove that higher or lower storage costs have actually been incurred.

Article 5: Passing of Risk

1. Risk shall pass to the Purchaser as follows, even where carriage-paid delivery has been agreed:
 - a) In the case of delivery without installation or assembly, when the goods have been dispatched or collected. At the Purchaser's request and expense, the Supplier shall insure the Delivery against the customary transportation risks.
 - b) In the case of delivery with installation or assembly, on the date of acceptance in the Purchaser's own operations or, if agreed, upon successful completion of trial operation.
2. If dispatch, delivery, commencement or performance of installation or assembly, acceptance in the Purchaser's own operations, or trial operation is delayed for reasons attributable to the Purchaser, or if the Purchaser is otherwise in default of acceptance, risk shall pass to the Purchaser.

Article 6: Acceptance

The Purchaser may not refuse acceptance of Deliveries due to insignificant defects.

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Article 7: Material Defects

The Supplier shall be liable for material defects as follows:

- At the Supplier's option, all parts or services exhibiting a material defect shall be repaired, replaced or re-performed free of charge, provided that the cause of the defect already existed at the time risk passed.
- Claims for subsequent performance (Nacherfüllung) shall become time-barred twelve (12) months after commencement of the statutory limitation period. The same shall apply to rescission and reduction of the purchase price. This limitation period shall not apply:
 - where longer limitation periods are prescribed by law pursuant to Sections 438 para. 1 no. 2 and 634a para. 1 no. 2 German Civil Code (BGB);
 - in cases of wilful misconduct;
 - in the event of fraudulent concealment of a defect; or
 - in the event of breach of a quality guarantee.
- Claims for reimbursement of expenses pursuant to Section 445a BGB (seller's recourse) shall likewise become time-barred twelve (12) months after commencement of the statutory limitation period, provided that the final contract in the supply chain is not a consumer goods sale.
- The statutory provisions governing suspension, interruption and recommencement of limitation periods shall remain unaffected.
- The Purchaser shall notify defects in writing without undue delay.
- The Supplier shall be given the opportunity to provide subsequent performance within a reasonable period of time.
- If subsequent performance fails, the Purchaser may, without prejudice to any claims for damages pursuant to Section 11 below, rescind the contract or reduce the agreed remuneration.
- No claims for defects shall exist in the event of: only insignificant deviations from the agreed quality; only insignificant impairment of usability; natural wear and tear; damage arising after the passing of risk due to faulty or negligent handling; excessive use; unsuitable operating materials; defective construction work; unsuitable subsoil conditions; special external influences not assumed under the contract; or non-reproducible software errors. Furthermore, no claims for defects shall exist where improper modifications, installation/removal work or repair work have been carried out by the Purchaser or third parties, nor for any consequences arising therefrom.
- Claims by the Purchaser for reimbursement of expenses incurred for the purpose of subsequent performance shall be excluded to the extent that such expenses increase because the object of the Delivery has subsequently been moved to a location other than the Purchaser's place of business, unless such relocation corresponds to its intended use. The foregoing shall apply mutatis mutandis to claims for reimbursement of expenses pursuant to Section 445a BGB (seller's recourse), provided that the final contract in the supply chain is not a consumer goods sale.
- Claims for recourse by the Purchaser against the Supplier pursuant to Section 445a BGB shall exist only to the extent that the Purchaser has not entered into agreements with its customer exceeding the statutory claims for defects.
- Claims for damages by the Purchaser arising from a material defect shall be excluded. This exclusion shall not apply: in the event of fraudulent concealment of a defect; in the event of breach of a quality guarantee; in the event of injury to life, body or health; or in the event of wilful or grossly negligent breach of duty by the Supplier. The foregoing provisions shall not involve any change in the burden of proof to the detriment of the Purchaser. Any claims of the Purchaser arising from a material defect other than those expressly provided for in this Article 7 shall be excluded.

Article 8: Industrial Property Rights and Copyrights; Defects in Title

- Unless otherwise agreed, the Supplier shall be obliged to provide the Delivery free from infringement of third-party industrial property rights and copyrights (hereinafter collectively referred to as "Intellectual Property Rights") only in the country of the place of delivery. If a third party asserts justified claims against the Purchaser based on the infringement of Intellectual Property Rights by Deliveries provided by the Supplier and used in accordance with the contract, the Supplier shall be liable to the Purchaser within the limitation period specified in Article 7 Section 2 as follows:
 - The Supplier shall, at its option and expense, either: obtain a right of use for the relevant Deliveries; modify the Deliveries so that the Intellectual Property Right is no longer infringed; or replace the Deliveries.
 - The Supplier's obligation to pay damages shall be governed by Article 11.
 - The Supplier's obligations set forth above shall apply only if the Purchaser: notifies the Supplier without undue delay in writing of the claims asserted by the third party; does not acknowledge the alleged infringement; and leaves all defensive measures and settlement negotiations to the Supplier. If the Purchaser ceases using the Delivery in order to mitigate damages or for other important reasons, the Purchaser shall be obliged to inform the third party that such cessation of use does not constitute any acknowledgement of an infringement of Intellectual Property Rights.
- Claims of the Purchaser shall be excluded to the extent that the Purchaser is responsible for the infringement of Intellectual Property Rights.
- Claims of the Purchaser shall furthermore be excluded where the infringement of Intellectual Property Rights results from: specific requirements or specifications of the Purchaser; an application not foreseeable by the Supplier; or modification of the Delivery by the Purchaser or use of the Delivery together with products not supplied by the Supplier.
- In the event of infringements of Intellectual Property Rights, the provisions of Article 7 Sections 4, 5, 8 and 9 shall apply mutatis mutandis to the Purchaser's claims under Section 1(a) above.
- In the event of other defects in title, the provisions of Article 7 shall apply mutatis mutandis.
- Any claims of the Purchaser against the Supplier and its vicarious agents arising from defects in title other than those expressly provided for in this Article 8 shall be excluded.

Article 9: Performance Subject to Compliance Requirements

- Performance of the contract shall be subject to the condition that no impediments arise from German, United States, European Union or other applicable national or international foreign trade regulations, and that no embargoes or other sanctions prevent performance.
- The Purchaser shall provide all information and documentation required for export, transfer and import purposes.

Article 10: Impossibility; Adjustment of Contract

- To the extent that performance of the Delivery becomes impossible, the Purchaser shall be entitled to claim damages unless the Supplier is not responsible for such impossibility. However, the Purchaser's claim for damages shall be limited to ten percent (10%) of the value of that portion of the Delivery which, due to the impossibility, cannot be used for its intended purpose. This limitation shall not apply in cases of: wilful misconduct; gross negligence; or injury to life, body or health.
- The foregoing provisions shall not involve any change in the burden of proof to the detriment of the Purchaser. The Purchaser's statutory right to rescind the contract shall remain unaffected.
- If events within the meaning of Article 4 Section 2 (a) through (c) materially alter the economic significance or content of the Delivery or materially affect the Supplier's business operations, the contract shall be adjusted appropriately in accordance with the principles of good faith. If such adjustment is not economically reasonable, the Supplier shall be entitled to rescind the contract. The same shall apply if required export licences are not granted or cannot be utilised. If the Supplier intends to exercise such right of rescission, it shall notify the Purchaser thereof without undue delay after becoming aware of the significance of the event, even if an extension of the delivery period had initially been agreed with the Purchaser.

Article 11: Other Claims for Damages

- Unless otherwise provided for in these General Terms and Conditions of Delivery, any claims for damages by the Purchaser, irrespective of the legal basis, including claims arising from breach of obligations under the contractual relationship and claims in tort, shall be excluded.
- The foregoing exclusion shall not apply where liability exists:
 - under the German Product Liability Act (Produkthaftungsgesetz);
 - for wilful misconduct;
 - for gross negligence of owners, legal representatives or executive employees;
 - for fraudulent conduct;
 - for breach of a guarantee assumed by the Supplier;
 - for culpable injury to life, body or health; or
 - for culpable breach of essential contractual obligations.
- However, damages for breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless one of the cases specified in Section 2 above applies.
- The foregoing provisions shall not involve any change in the burden of proof to the detriment of the Purchaser.

Article 12: Jurisdiction and Applicable Law

- If the Purchaser is a merchant (Kaufmann), the exclusive place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship shall be the Supplier's registered office. However, the Supplier shall also be entitled to bring legal proceedings at the Purchaser's registered office.
- This contract, including its interpretation, shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Article 13: Severability

Should any provision of this contract be or become legally invalid, the validity of the remaining provisions shall remain unaffected. This shall not apply if adherence to the contract would result in unreasonable hardship for one of the parties. These General Terms and Conditions of Delivery have been drafted in the German language and translated into English for convenience purposes only. In the event of any discrepancy, inconsistency or conflict between the German version and the English translation, the German version shall prevail and be binding upon the parties.