

## General Terms and Conditions

### 1. General Provisions

The following terms and conditions constitute an integral part of our offers as well as of any delivery or service contracts concluded with us, and shall apply without limitation unless explicitly stated otherwise in the text of the offer or the order confirmation.

General terms and conditions of the customer shall only be binding upon us if we have expressly agreed to them in writing. No objection is required on our part to reject their applicability in individual cases. Any deviations, additions, or special assurances shall only be valid if made in writing.

Offers made by the contractor shall be binding for a period of 14 working days only.

### II. Terms of Delivery

#### 1. Offers and Scope of Delivery

**1.1** The written order confirmation issued by us shall be decisive for the acceptance and execution of the order. Any order confirmation by the customer shall only be valid if we have confirmed it in writing.

**1.2** The documents accompanying our offer, such as illustrations, drawings, and specifications regarding weight and dimensions, shall be binding. Minor deviations that do not impair the functionality of the system shall still be deemed to be in conformity with the contract. These specifications represent a technical description only. They constitute a warranted characteristic solely if expressly confirmed in writing in the individual case.

**1.3** We reserve the right to make modifications and improvements to the design, cost estimates, samples, drawings, and similar tangible and intangible information. Such documents and information may not be disclosed to third parties. The supplier undertakes not to make confidential information and documents designated as such by the purchaser accessible to third parties without the purchaser's prior consent.

#### 2. Delivery Time and Delays in Delivery

**2.1** Compliance with delivery deadlines is subject to the timely receipt of all documents, approvals, and clearances to be provided by the purchaser, particularly plans, as well as the timely fulfillment of the agreed payment terms and any other obligations by the purchaser. If these conditions

are not met in due time, the delivery deadlines shall be extended accordingly. This shall not apply if the supplier is responsible for the delay.

**2.2** If the failure to meet deadlines is due to force majeure — such as mobilization, war, civil unrest, natural disasters — or similar events, e.g., strikes or lockouts, the delivery periods shall be extended appropriately.

**2.3** If shipment or delivery is delayed by more than one month after notice of readiness for dispatch at the request of the purchaser, the supplier may charge the purchaser storage costs amounting to 0.5% of the price of the items to be delivered for each commenced month of delay, but no more than 5% in total. The contracting parties reserve the right to prove higher or lower actual storage costs.

### 3. Transfer of Risk

**3.1** Even in the case of carriage paid delivery, the risk shall pass to the purchaser as follows:

- For deliveries without installation or assembly, once the goods have been dispatched or collected. Upon the purchaser's request and at their expense, the supplier will insure the goods against the usual transport risks.
- For deliveries including installation or assembly, on the day of acceptance into the purchaser's own operations or, if agreed, after successful trial operation.

**3.2** If dispatch, delivery, commencement or execution of installation or assembly, acceptance into operations, or trial operation is delayed due to reasons attributable to the purchaser, or if the purchaser is otherwise in default of acceptance, the risk shall pass to the purchaser.

### 4. Installation and Assembly

Unless otherwise agreed in writing, the following provisions shall apply to installation and assembly:

**4.1** The purchaser shall, at their own expense and in due time, provide:

- all excavation, construction, and other ancillary work outside the supplier's industry, including the necessary skilled and unskilled labour, construction materials, and tools.
- the equipment and materials required for assembly and commissioning, such as

scaffolding, lifting equipment, and other devices, as well as fuels and lubricants.

- energy and water at the place of use, including the necessary connections, heating, and lighting.
- at the installation site, sufficiently large, suitable, dry, and lockable storage rooms for machine parts, apparatus, materials, tools, etc., and appropriate work and break rooms for the installation personnel, including sanitary facilities adequate for the circumstances. Moreover, the purchaser shall take all measures to protect the property of the supplier and the installation personnel on site that they would also take to protect their own property.
- protective clothing and equipment required due to specific conditions at the installation site.

**4.2** Before installation work begins, the purchaser must provide all necessary information regarding the location of concealed electrical, gas, and water lines or similar systems, as well as any required structural data, without being requested to do so.

**4.3** Before installation or assembly begins, all items and services required for the commencement of the work must be available at the installation or assembly site, and all preparatory work must have progressed to a stage that permits installation or assembly to begin and be carried out without interruption in accordance with the contract. Access routes and the installation or assembly site must be leveled and cleared.

**4.4** If installation, assembly, or commissioning is delayed due to circumstances not attributable to the supplier, the purchaser shall bear the reasonable costs for waiting time and any additional required travel expenses incurred by the supplier or installation personnel.

**4.5** The purchaser must certify to the supplier the number of working hours performed by the installation personnel each week and confirm the completion of installation, assembly, or commissioning without delay.

**4.6** If the supplier requests acceptance of the delivery upon completion, the purchaser shall carry out such acceptance within two weeks. If this does not occur, acceptance shall be deemed to have taken place. Acceptance shall likewise be deemed to have occurred if the delivery has been put into operation — where applicable, after completion of an agreed test phase.

**4.7** Partial deliveries are permitted to the extent that they are reasonable for the purchaser.

## **5. Acceptance**

The purchaser may not refuse acceptance of the delivery due to minor defects — for example, visual imperfections that do not impair usability.

## **6. Material Defects**

The supplier shall be liable for material defects as follows:

**6.1** At the supplier's discretion, any parts or services that exhibit a material defect within the limitation period shall be repaired, replaced, or re-performed free of charge, provided that the cause of the defect already existed at the time the risk passed and is not attributable to normal wear and tear.

**6.2** Claims for material defects shall be subject to a limitation period of 12 months. This does not apply in cases where the law prescribes longer periods under § 438 para. 1 no. 2 (buildings and items for buildings), § 479 para. 1 (right of recourse), and § 634a para. 1 no. 2 (construction defects) of the German Civil Code (BGB), or in cases involving injury to life, body, or health, intentional or grossly negligent breach of duty by the supplier, or fraudulent concealment of a defect. Statutory provisions regarding suspension, tolling, and restarting of limitation periods remain unaffected.

**6.3** The purchaser must notify the supplier of any material defects in writing without undue delay.

**6.4** In the event of a defect notification, the purchaser may withhold payment only to an extent proportionate to the material defects encountered. Payments may be withheld only if there is no doubt about the legitimacy of the defect claim. If the defect claim proves unjustified, the supplier shall be entitled to reimbursement of the expenses incurred.

**6.5** The supplier must first be given the opportunity to remedy the defect within a reasonable period.

**6.6** If the remedy fails, the purchaser may — without prejudice to any claims for damages under Clause 8 (Other Claims for Damages) — withdraw from the contract or reduce the purchase price.

**6.7** No claims for defects shall exist in the case of only minor deviations from the agreed quality, minor impairment of usability, natural wear and tear, or damages that arise after the transfer of risk due to improper or negligent handling, excessive use, unsuitable operating

materials, defective construction work, unsuitable building ground, or due to special external influences not assumed under the contract. Claims for defects shall also not arise in the case of non-reproducible software errors. If improper modifications or repair work are carried out by the purchaser or third parties, no claims for defects shall exist for these actions or their consequences.

**6.8** Claims by the purchaser for expenses necessary for the purpose of subsequent performance — particularly transport, travel, labor, and material costs — are excluded to the extent that such expenses are increased because the delivery item was subsequently moved to a location other than the purchaser's place of business, unless such relocation corresponds to its intended use.

**6.9** The purchaser's rights of recourse against the supplier pursuant to § 478 BGB (recourse of the entrepreneur) shall only exist insofar as the purchaser has not agreed with their customer on terms exceeding the statutory defect claims. Clause 6.8 shall apply accordingly to the scope of any such recourse under § 478 para. 2 BGB.

**6.10** For claims for damages, Clause 8 (Other Claims for Damages) shall apply. Any further or other claims by the purchaser against the supplier or its agents due to a material defect are excluded.

## **7. Impossibility of Performance, Contract Adjustment**

**7.1** Insofar as delivery becomes impossible, the purchaser shall be entitled to claim damages, unless the supplier is not responsible for the impossibility. However, the purchaser's claim for damages shall be limited to 10% of the value of the part of the delivery that cannot be put to intended use due to the impossibility. This limitation shall not apply in cases of intent, gross negligence, or liability for injury to life, body, or health where liability is mandatory by law. This clause does not imply a reversal of the burden of proof to the disadvantage of the purchaser. The purchaser's right to withdraw from the contract remains unaffected.

**7.2** If unforeseeable events as defined in Clause 2.2 significantly alter the economic importance or content of the delivery or have a substantial impact on the supplier's operations, the contract shall be adapted appropriately in accordance with the principles of good faith. If such adaptation is not economically reasonable, the supplier shall have the right to withdraw from the contract. If the supplier intends to exercise this right of withdrawal, it must notify the purchaser without undue delay upon realizing the consequences of the event — even if an

extension of the delivery period was initially agreed with the purchaser.

## **8. Other Claims for Damages**

**8.1** If, due to the fault of the supplier, the delivered item cannot be used in accordance with the contract as a result of omitted or faulty proposals or advice provided before or after the conclusion of the contract, or due to the breach of other contractual ancillary obligations — particularly instructions for operation and maintenance — the provisions of Clause 6 and Clause 8.2 shall apply to the exclusion of any further claims by the purchaser.

**8.2** The supplier shall be liable — on whatever legal grounds — for damage that does not relate to the delivered item itself, including production downtime and consequential damages, only in the following cases:

- a) intent,
- b) gross negligence on the part of the owner, executive bodies, or senior management,
- c) culpable injury to life, body, or health,
- d) fraudulent concealment of a defect or a guarantee that the item is free from defects,
- e) defects in the delivered item, to the extent liability exists under the Product Liability Act for personal injury or damage to privately used property.

In the case of a culpable breach of essential contractual obligations, the supplier shall also be liable for gross negligence by non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damages typical for the contract, up to a maximum of twice the value of the delivered item. Any further liability is excluded.

**8.3** Any claims for damages to which the purchaser is entitled shall be subject to the same limitation period as set forth for material defect claims in Clause 6.2, unless claims arise under Clause 8.2, in which case the statutory limitation periods shall apply.

## **9. Use of Software**

**9.1** Insofar as software is included in the scope of delivery, the purchaser is granted a non-exclusive right to use the delivered software, including its documentation. The software is provided solely for use with the specified delivery item. Use of the software on more than one system is not permitted.

**9.2** The purchaser may reproduce, modify, translate, or convert the software from object code to source code only to the extent permitted by law (Sections 69a et seq. of the

German Copyright Act – UrhG). The purchaser agrees not to remove or alter manufacturer information — in particular, copyright notices — without the prior written consent of the supplier.

**9.3** All other rights to the software and documentation, including any copies, remain with the supplier or the software provider. The granting of sublicenses is not permitted.

### **III. Performance and Repair Conditions**

#### **1. Offers and Design Drawings**

**1.1** Unless these terms contain specific provisions to the contrary, the General Contract Conditions for the Execution of Construction Work (VOB) Part B shall apply to work on buildings (construction services).

**1.2** Documents belonging to the contractor's offer, such as illustrations, drawings, etc., shall be considered only approximately accurate in terms of dimensions and weights, unless measurement and weight accuracy has been expressly confirmed. The contractor retains ownership and copyright to these documents. They may not be made accessible to third parties or otherwise used improperly without the contractor's consent. If the order is not awarded, customer-specific documents must be returned unsolicited and, in all other cases, immediately upon request.

#### **2. Deadlines**

**2.1** The agreed delivery or completion date is binding only if its adherence is not made impossible by circumstances for which the contractor is not responsible. Such circumstances include changes or the absence of documents (e.g., building permits) necessary for carrying out the order.

**2.2** In cases of delay (in performing construction services), the customer shall have a claim under § 8 No. 3 VOB/B only if a calendar period for the start and completion was agreed upon in writing, and the customer has set a reasonable grace period after expiry of that period and declared that they will withdraw the order if the grace period expires without success.

#### **3. Costs for Orders Not Executed**

Since fault-finding time is working time, the resulting and documentable effort shall be charged to the customer if an order cannot be executed because:

- the complained-of defect could not be identified in accordance with the rules of technology;
- the customer culpably misses the agreed appointment;
- the order was withdrawn during execution.

#### **4. Claims for Defects**

**4.1** After acceptance of the work, the contractor shall be liable for defects in the work, excluding all other claims of the customer, without prejudice to clauses 4.8 and 5, in such a way that the contractor must remedy the defects. The customer must notify the contractor of any detected defect in writing without delay. Obvious defects in the contractor's services must be reported by the customer in writing without delay, at the latest within 7 days after completion of the service; otherwise, the contractor is released from liability for defects.

**4.2** For defect rectification, the customer must grant the contractor a reasonable period of time and opportunity according to sound discretion. The customer must, in particular, ensure that the complained-about item is made available to the contractor or their agents for inspection and repair. If the customer refuses or unreasonably delays this, the contractor is released from liability for defects.

**4.3** The contractor's liability does not apply if the defect is insignificant for the customer's interests or results from circumstances attributable to the customer. This applies especially to parts supplied by the customer.

**4.4** Claims for defects do not apply to damages caused by force majeure (e.g., lightning strike), wear and tear, overuse of mechanical or electromechanical parts due to improper use, contamination-related defects, or damages caused by extraordinary mechanical, chemical, or atmospheric influences.

**4.5** If changes or repair works are carried out improperly by the customer or third parties without prior consent of the contractor, the contractor's liability for the resulting consequences shall be void. Only in urgent cases involving the danger to operational safety or to prevent disproportionately large damages, whereby the contractor must be informed immediately, or if the contractor has allowed a reasonable deadline set for defect repair to expire without success, the customer is entitled to remedy the defect themselves or through third parties and to demand reimbursement of necessary costs from the contractor.

**4.6** Claims for defects do not lapse due to interventions by the customer or third parties in the work or repair item if the customer disproves a substantiated claim by the contractor that the intervention caused the defect.

**4.7** The contractor shall bear the immediate costs arising from the defect repair – insofar as the complaint proves to be justified – including the cost of replacement parts and shipping. The contractor shall also bear the costs of removal and installation as well as the costs of providing the necessary fitters and helpers, including travel expenses within Germany, provided this does not impose an unreasonable burden on the contractor.

**4.8** If the contractor allows a reasonable deadline set for defect repair to expire without success – taking into account legal exceptions – the customer shall have a right to reduce the payment within the framework of legal provisions. This right of reduction also applies in other cases of unsuccessful defect repair. The customer may only withdraw from the contract if the repair is demonstrably without interest for the customer despite the reduction.

## **5. Liability**

**5.1** If parts of the work or the repair item are damaged due to fault of the contractor, the contractor shall, at their discretion and expense, repair or replace these parts. The obligation to provide replacement is limited in amount to the contractually agreed price for the service. Otherwise, clause 5.3 applies accordingly.

**5.2** If, due to the contractor's fault, the repair item cannot be used by the customer in accordance with the contract because of omitted or faulty execution of proposals and consultations made before or after the contract conclusion, as well as other contractual secondary obligations – in particular instructions for operation and maintenance of the repair item – the provisions of clauses 4, 5.1, and 5.3 shall apply accordingly, excluding any further claims by the customer.

**5.3** The contractor shall be liable for damages not caused to the work itself, including costs for production downtime, regardless of legal grounds, only

- a) in cases of intent,
- b) in cases of gross negligence of the owner/organ members or executive employees,
- c) in cases of culpable injury to life, body, or health,
- d) for defects that were fraudulently concealed or whose absence was guaranteed,
- e) to the extent liability exists under the Product Liability

Act for personal or property damage to privately used items.

In cases of culpable breach of essential contractual obligations, the contractor shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to the typical contractual and reasonably foreseeable damage up to a maximum amount of twice the value of the delivery item.

Further claims are excluded.

## **6. Limitation Period**

All claims of the customer against the contractor — regardless of the legal grounds — shall become statute-barred after 12 months. This does not apply to liability for defects in works on a building. In such cases, the limitation periods according to § 13, clause 4 of the VOB/B apply. If the period according to § 13, clause 4, paragraph 1 of the VOB/B is contractually extended, § 13, clause 4, paragraph 2 of the VOB/B shall also apply correspondingly to this extended period, with the consequence that the period is correspondingly shortened if the client decides not to assign the maintenance to the contractor for the duration of the extended limitation period.

For claims for damages according to clause 5.3, the statutory limitation periods apply.

## **IV. General Provisions for Services, Repairs, and Deliveries**

### **1. Retention of Title**

**1.1** If delivered items or parts inserted during services or repairs (such as spare parts) do not become essential components of another object, the contractor retains ownership of the delivered or installed items until full payment under the contract is received. If the customer defaults on payment, fails to fulfil obligations under the retention of title, or otherwise breaches the contract, the contractor is entitled, after issuing a reminder, to repossess the delivered or installed item. The customer is obliged to surrender this item. The contractor may demand the item in which the delivered object is installed for removal purposes. If the installed item is at the customer's premises, the customer must allow the contractor to perform the removal on-site. All costs for repossession and removal shall be borne by the customer. The contractor may only demand the return of the object



under retention of title if they have withdrawn from the contract.

**1.2** If delivered items or spare parts installed during services or repairs become an essential component of another object, the customer transfers any resulting claims or co-ownership rights in the new object to the contractor up to the value of the contractor's claim. The contractor commits to release securities if their value exceeds the secured claim by more than 10%.

**1.3** The contractor is entitled to insure the delivered or installed items at the customer's expense against theft, breakage, fire, water, and other damages, unless the customer has demonstrably taken out insurance themselves.

**1.4** The customer may only sell the delivered or installed items in the ordinary course of business under their normal terms and conditions and as long as they are not in default, provided that the claims arising from the resale are transferred to the contractor. Other dispositions regarding the reserved goods are not permitted. Claims from the resale of reserved goods are hereby assigned to the contractor and serve as security to the same extent as the reserved goods. If the reserved goods are resold together with other goods not supplied by the contractor, the claim assigned to the contractor corresponds proportionally to the invoice value of the reserved goods compared to the invoice value of the other goods used. If goods are sold in which the contractor holds co-ownership according to clause 1.2, the claim is assigned to the contractor in proportion to their co-ownership share.

The customer is authorized to collect the claims assigned to the contractor. This collection authorization expires upon revocation by the contractor, but no later than in the case of payment default, non-acceptance of a bill of exchange, application or opening of insolvency or other comparable proceedings, or any other deterioration of the customer's financial situation. Upon request, the customer must disclose the assigned claims and their debtors to the contractor, provide all necessary information for collection, hand over related documents, and notify the debtor of the assignment. The contractor is also entitled to notify the customer's debtors of the assignment and demand payment directly.

**1.5** In the event of seizure of the delivered or installed items or any other interference by third parties, the customer must immediately point out the contractor's ownership rights, notify the contractor in writing without delay, and send copies of seizure protocols.

The customer bears all costs incurred to remove third-party access or to transport the reserved goods back, unless these costs are reimbursed by third parties.

**1.6** In case of breach of contract by the customer, especially in case of payment default, the contractor is entitled to repossess the goods after issuing a reminder, and the customer is obliged to surrender them. The assertion of the retention of title and the seizure of the delivery item by the contractor shall not be considered as withdrawal from the contract.

**1.7** The filing of an application for insolvency proceedings entitles the contractor to withdraw from the contract and to demand immediate return of the delivered or installed item

## **2. Prices and Payment Terms**

**2.1** The prices are quoted in euros. They apply only for undivided orders of the offered service or delivery. The contractor is bound to non-fixed offer prices for a period of three months after conclusion of the contract. If the delivery or service is provided later than three months after contract conclusion, the contractor is entitled to request negotiations on a price adjustment in case of wage and/or material price increases occurring after order placement.

**2.2** Final prices are understood to be ex works (at the contractor's business location), excluding freight costs, public fees (e.g., customs, operating permits), and packaging. Packaging will not be taken back. The customer is responsible for appropriate disposal.

**2.3** Fixed prices are only valid if they are explicitly recognized as such by the contractor in writing and agreed upon in connection with scheduling agreements regarding delivery, assembly, and completion of work. Services not explicitly included in the offer but necessary for order execution, or carried out at the customer's request, will be invoiced additionally. This applies in particular to chiseling, plastering, excavation, and unforeseen installation work requested by the customer.

**2.4** If the customer is in default of payment, they must compensate the contractor or supplier for the resulting delay damage, at least to the amount of the statutory interest.

**2.5** All invoice amounts are payable immediately upon invoicing in a single sum. Partial payments for deliveries are only possible if agreed upon in writing beforehand.

**2.6** Prices are exclusive of VAT at the applicable statutory rate.

### 3. Applicable Law, Jurisdiction

For all legal relationships between the contractor and the customer, exclusively the law of the Federal Republic of Germany applicable to legal relations between domestic parties shall apply. The place of jurisdiction is the court responsible for the contractor's registered office.

However, the contractor is entitled to file a lawsuit at the customer's principal place of business.

### 4. Final Provisions (Severability Clause)

Should any individual clause of the above delivery, service, and repair conditions be invalid, the rest of the concluded contract remains effective. The invalid clause shall be replaced by the corresponding legal regulation.