

General Terms and Conditions of Sale

1. Applicability of the General Terms and Conditions of Sale

The business transaction between the Supplier and the Purchaser shall be governed exclusively by the following terms and conditions, unless otherwise agreed in writing. These terms and conditions shall also apply if the Purchaser refers to its terms and conditions with exclusive validity and the Supplier does not expressly object to them in each case. Terms and conditions of the Purchaser as well as other terms and conditions of third parties - regardless of their content - are not binding on the Supplier.

2. Offers

The Supplier's offers are subject to change, in particular with regard to price, delivery time and delivery option. The documents belonging to the offer, such as illustrations, drawings and weights, are only approximate unless they are expressly designated as binding. The supplier reserves ownership and copyright to cost estimates, drawings and other documents; they may not be made available to third parties. Construction drawings will not be submitted.

3. Scope of delivery

The scope of the delivery shall be determined by the written order confirmation of the Supplier. Ancillary agreements and changes require the written confirmation of the supplier.

Guards are supplied to the extent agreed. The regulations of the VDE apply to electrotechnical material.

4. Prices

In the absence of a special agreement, the prices apply ex works, including loading at the factory, but excluding packaging, transport insurance, assembly and commissioning. VAT is added to the prices at the respective statutory level.

To the extent permitted by law, the supplier reserves the right to increase prices in the event that material prices and/or wages have risen since the time the offer was submitted. This also applies if the supplier incurs additional costs for reasons for which the customer is responsible.

5. Payment

In the absence of a special agreement, payment on delivery is to be made in cash or by credit card without any deduction free of charge to the paying agent of the supplier. For the payment of plants and plant components, the order confirmation generally applies.

If the Purchaser is in default of payment or if there is a change in his financial circumstances as a result of which the Supplier's claims appear to be jeopardised, the Supplier shall be entitled to assert all claims, including those that are not due, immediately. In such cases, the supplier shall also have the right to withdraw from the contract in whole or in part or to demand security deposits or advance payment. The withholding of payments or the set-off due to any counterclaims of the Purchaser disputed by the Supplier shall not be permitted.

The supplier's services are not subject to construction withholding tax pursuant to § 48 I EStG (see attached exemption certificate).

6. Delivery time

The delivery period begins with the dispatch of the order confirmation, but not before the submission of the documents, permits, approvals to be procured by the customer and before receipt of an agreed payment.

The delivery deadline is met if the delivery item has left the factory by the end of the delivery period or if the readiness for shipment has been notified.

The delivery period shall be extended appropriately in the event of measures in the context of industrial disputes, in particular strikes and lockouts, as well as in the event of the occurrence of unforeseen obstacles that are beyond the will and sphere of influence of the supplier, insofar as such obstacles can be proven to have a significant influence on the completion or delivery of the delivery item. This also applies if the circumstances arise with subcontractors.

The aforementioned circumstances are also not attributable to the supplier if they arise during an already existing default. In important cases, the Supplier shall inform the Purchaser of the beginning and end of such obstacles as soon as possible.

If the Purchaser suffers damage due to a delay caused by the Supplier, the Purchaser shall be entitled, if agreed, to claim compensation for delay, to the exclusion of further claims. For each full week of delay, it shall amount to 1/2 per cent, but in total not more than 5 per cent of the value of that part of the total delivery which, as a result of the delay, cannot be used in time or in accordance with the contract.

If the shipment is delayed at the request of the customer, he shall be charged the costs incurred by storage after notification of readiness for shipment.

However, the Supplier shall be entitled to dispose of the delivery item elsewhere after a reasonable period of time has been set and to supply the Purchaser with a reasonably extended period of time.

Compliance with the delivery deadline presupposes the fulfilment of the contractual obligations of the customer.

7. Transfer of Risk and Acceptance

The risk shall pass to the Purchaser at the latest upon dispatch of the delivery parts, even if partial deliveries are made or the Supplier has assumed other services, e.g. the shipping costs or transport and installation.

At the request of the Purchaser, the shipment shall be insured by the Supplier against theft, breakage, transport, fire and water damage as well as other insurable risks at his own expense.

If the shipment is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer from the day of readiness for shipment; however, the Supplier is obliged, at the request and expense of the Purchaser, to arrange the insurance required by the Purchaser.

Delivered items, even if they have insignificant defects, are to be accepted by the customer without prejudice to the rights under Section 9.

Partial deliveries are permitted.

8. Retention of title

The Supplier retains title to the delivery item until receipt of all payments under the delivery contract. The Supplier shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the Purchaser's expense, unless the Purchaser himself has demonstrably taken out the insurance.

The Purchaser may neither pledge the delivery item nor transfer it as security. In the event of seizures as well as seizures or other dispositions by third parties, he must notify the supplier immediately.

If the Purchaser sells the goods delivered subject to retention of title - regardless of the condition - he assigns to the Supplier all claims and rights to which he is entitled from the resale or any other legal reason in full - without any exception - to the Supplier in order to secure all claims of the Supplier. At the request of the Supplier, the Purchaser shall be obliged to notify the debtors of the assignment and to provide the Supplier with the information necessary to assert its rights against the debtors and to hand over documents.

In the event of breach of contract by the Purchaser, in particular in the event of default of payment, the Supplier shall be entitled to take back the goods after a reminder and the Purchaser shall be obliged to surrender the goods.

The assertion of the retention of title as well as the seizure of the delivery item by the supplier shall not be deemed to be a withdrawal from the contract, unless the Payment Act applies.

9. Liability for defects and delivery

For defects in the delivery, which also include the absence of expressly warranted properties, the supplier shall be liable to the exclusion of further claims without prejudice to section 11 as follows:

The parts that prove to be unusable or not insignificantly impaired in their usability within 6 months (in the case of multi-shift operation within 3 months) of commissioning as a result of a circumstance prior to the transfer of risk - in particular due to defective design, poor building materials or defective workmanship - shall be repaired or resupplied free of charge at the reasonable discretion of the supplier. The discovery of such defects must be reported to the supplier immediately. Replaced parts become the property of the supplier.

If dispatch, installation or commissioning are delayed through no fault of the supplier, liability shall expire no later than 12 months after the transfer of risk.

In the case of essential third-party products, the supplier's liability is limited to the assignment of the liability claims to which he is entitled against the supplier of the third-party product.

The right of the purchaser to assert claims for defects shall expire in all cases 6 months after the time of the complaint, but at the earliest upon expiry of the warranty period.

No liability is assumed for damages caused by the following reasons:

Unsuitable or improper use, incorrect installation or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating equipment, replacement materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences, unless they are attributable to the fault of the Supplier.

The Purchaser shall give the necessary time and opportunity to carry out all repairs and replacement deliveries that the Supplier deems necessary at its reasonable discretion after consultation with the Supplier, otherwise the Supplier shall be released from liability for defects. Only in urgent cases where operational safety is endangered and in order to avert disproportionately large damages, in which case the supplier must be notified immediately, or if the supplier is in default with the remedy of the defect, does the customer have the right to remedy the defect himself or to have it remedied by a third party and to demand reimbursement of the necessary costs from the supplier.

Of the direct costs arising from the repair or replacement delivery, the supplier shall bear - insofar as the complaint proves to be justified - the costs of the replacement piece, including shipping, as well as the reasonable costs of removal and installation, furthermore, if this can reasonably be demanded according to the circumstances of the individual case, the costs of any necessary provision of its fitters and assistants. In all other respects, the customer shall bear the costs.

If, for example, changes or repair work are improperly carried out by the Purchaser or third parties without the prior consent of the Supplier, liability for the resulting consequences shall be waived.

Further claims by the customer, in particular a claim for compensation for damage that has not occurred to the delivery item itself, are excluded - to the extent permitted by law.

10. Liability for ancillary duties

If, due to the fault of the Supplier, the delivered item cannot be used by the Purchaser in accordance with the contract as a result of omitted or incorrect execution of suggestions and advice prior to or after conclusion of the contract as well as due to breach of other ancillary contractual obligations - in particular instructions for the operation and maintenance of the delivery item - the provisions of Sections 9 and 11 shall apply mutatis mutandis, to the exclusion of further claims of the Purchaser.

11. Right of withdrawal of the customer

The Purchaser may withdraw from the contract if the Supplier becomes definitively unable to perform the entire service before the transfer of risk. The same applies in the event of inability on the part of the supplier. The Purchaser may also withdraw from the contract if, in the case of an order for similar items, the execution of part of the delivery becomes impossible in terms of quantity and he has a legitimate interest in refusing a partial delivery; if this is not the case, the customer may reduce the consideration accordingly.

If there is a delay in performance within the meaning of Section 6 of the Terms and Conditions of Delivery, and the Purchaser grants the Supplier in default a reasonable grace period with the express declaration that it refuses to accept the service after the expiry of this period, and if the grace period is not observed, the Purchaser shall be entitled to withdraw.

If the impossibility occurs during the default of acceptance or due to the fault of the customer, the latter remains obliged to provide the consideration.

The Purchaser shall also have a right of withdrawal if the Supplier allows a reasonable grace period for the repair or replacement of a defect for which it is responsible within the meaning of the Terms of Delivery to expire fruitlessly through its fault. The Purchaser's right of withdrawal shall also exist in the event of impossibility or inability to repair or replace the defect by the Supplier.

Excluded, as far as legally permissible, are all other further claims of the customer, in particular for conversion, termination or reduction as well as for compensation of damages of any kind, including those damages that have not occurred to the delivery item itself.

12. Supplier's right of withdrawal

In the event of unforeseen events within the meaning of Section 6 of the Terms and Conditions of Delivery, insofar as they significantly change the economic significance or content of the service or have a significant effect on the Supplier's operations, and in the event that it subsequently becomes impossible to perform, the contract shall be adjusted appropriately. If this is not economically justifiable, the supplier has the right to withdraw from the contract as a whole or in part. There are no claims for damages on the part of the customer due to such a withdrawal. If the Supplier wishes to make use of the right of withdrawal, he must inform the Purchaser of this immediately after becoming aware of the significance of the event, even if an extension of the delivery period has initially been agreed with the Purchaser.

13. Force Majeure Clause

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond the reasonable control of the affected party, including, but not limited to, force majeure, natural disasters, war, terrorism, civil unrest, labor strikes, epidemics or pandemics, government actions, or interruptions in the supply of utilities. The affected party shall notify the other party as soon as reasonably possible and shall use commercially reasonable efforts to resume performance as soon as possible after the force majeure event has ended.

13. Assembly, commissioning and after-sales service

The general assembly conditions of the supplier apply to all assembly, commissioning and customer service work.

14. Place of Jurisdiction

In all disputes arising from the contractual relationship, the place of jurisdiction shall be the Supplier's headquarters. The supplier is also entitled to sue at the customer's headquarters.

15. Applicable law

The application of German law has been agreed.

Böbingen, 01.05.2026