General Terms and Conditions

for deliveries and services
and problem solutions/development services

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As of: September 2025

I. General terms and conditions for deliveries and services

1. Scope of application

1.1 Our **GENERAL TERMS AND CONDITIONS** serve as the basis for any

- purchase and delivery contracts in accordance with §§ 433, 650 of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB) (**"Deliveries"**) and
- contracts for work in accordance with §§ 631 et seq. BGB (**"Services"**)

entered into with us. They shall apply exclusively. As far as these do not contain any regulations, the law applies. Any conflicting or additional terms and conditions of the contracting partner are hereby rejected. They shall only apply if we have explicitly agreed to them or parts thereof in writing. Our **GENERAL TERMS AND CONDITIONS** shall also apply if our Deliveries or Services are provided without reservation in the knowledge of conflicting or additional terms and conditions of the contracting partner.

1.2 Our **GENERAL TERMS AND CONDITIONS** shall also apply to all future transactions with the contracting partner.

1.3 Our **GENERAL TERMS AND CONDITIONS** shall only apply to entrepreneurs, legal entities under public law, or public-law special funds within the meaning of § 310 (1) BGB.

2. Offers and cost estimates, subsequent changes to the content of the contract, proviso of delivery to us

2.1 Our quotations and cost estimates are subject to change and non-binding, unless explicitly designated as firm.

2.2 We reserve all rights to all offer and contract documents, in particular drafts, drawings, figures, etc. as well as samples and prototypes, as far as they are not granted to the contracting partner in accordance with the meaning and purpose of the contract. Offer documents as well as samples and prototypes must be returned to us without undue delay upon our request if the order is not placed with us. The contracting partner must not assert a right of retention in this respect.

2.3 Production documents and resources belonging to us must only be used, reproduced, passed on, sold, pledged, or made accessible to third parties for agreed or contractual purposes; in particular, they must not be used for reverse engineering for other purposes and no products may be manufactured for third parties.

2.4 We have the right to make the contracting partner's documents accessible to third parties to whom we have permissibly transferred Deliveries and Services or parts thereof. Any non-disclosure obligations entered into by us by separate agreement shall remain unaffected by this.

2.5 We reserve the right to make the following changes to our Deliveries or Services after conclusion of the contract, as far as this is reasonable for the contracting partner:

- Product changes in the course of continuous product development and improvement;
- minor and insignificant deviations in colour, shape, design, dimensions, weight or quantity;
- customary deviations.

2.6 The contracting partner shall be obligated to inform us when placing the order if deviations from the specifications are not permitted under any circumstances.

2.7 We shall strive to consider any change requests made by the contracting partner after conclusion of the contract with regard to the contractual Deliveries and/or Services, as far as this is reasonable for us within the scope of our operational capacity.
The contractual provisions must be amended in writing without undue delay if the review of the change options or actual implementation of the changes have an impact on the contractual performance structure (remuneration, deadlines, etc.). We may demand reasonable additional remuneration for the duration of the interruption based on the hourly rates of those of our employees who could not be deployed elsewhere due to the interruption based on the review of the change request and the agreement on the adjustment of the contractual provisions.
We may also demand reasonable additional remuneration for any necessary review regarding whether and under what conditions the desired change is feasible, provided that we inform the contracting partner of the necessity of the examination and the contracting partner issues a corresponding examination order.

2.8 An obligation to pay damages in accordance with § 122 BGB shall require that we are at fault.

2.9 The conclusion of the contract is subject to correct and timely delivery to us by our suppliers. This shall only apply if we are not at fault for the non-delivery.
The contracting partner shall be informed of the non-availability of Deliveries or Services without undue delay. The consideration will be refunded without undue delay.

3. Prices, terms of payment, reservation of subsequent performance, service rates

3.1 If the contract entered into with us is a continuing obligation for the delivery of goods or the provision of Services, we reserve the right to increase our prices appropriately if, after conclusion of the contract, cost increases occur for which we are not at fault due to price-determining factors, in particular wage

agreements, energy price changes, or material price changes. We shall provide the contracting partner with proof of this upon request.

3.2 Subject to separate agreement, our prices are quoted ex FCA 75387 Neubulach-Oberhaugstett (Incoterms 2020) excluding postage, dispatch, freight, packaging, insurance, customs, installation, and assembly Services. VAT at the statutory rate shall be charged additionally.

3.3 Our invoices are due for payment within 10 days of receipt and are payable without deduction free to our paying agent, subject to separate agreement. Deduction of discounts shall require special agreement.
If payment is not made within 30 days of the invoice date, the contracting partner shall be in default without any further declaration on our part. If the contracting partner is in default of payment, we shall have the right to demand immediate payment of all other claims against the contracting partner not covered by the default. The contracting partner shall be obligated to bear all fees, costs, and expenses incurred by us in connection with any successful legal action against the contracting partner outside of Germany, notwithstanding any other claims we may be due, in cases of default. The statutory provisions regarding the consequences of late payment shall apply in all other respects.

3.4 We shall have the right to charge interest in accordance with the statutory default interest for the deferral period in the case of deferral.

3.5 We shall have the right to demand reasonable advance payments plus the statutory value-added tax payable for this if there is any objectively justifiable reason and no overriding interests of the contracting partner conflict with this. We may demand payments in instalments plus the statutory value added tax due on them, provided that these are not significantly higher than the increase in value for the contracting partner resulting from our performance in accordance with the contract.

3.6 We only accept any bills of exchange and cheques on account of payment, and bills of exchange only if agreed in writing in advance. The discount, expenses, and costs associated with collection of the bill of exchange and cheque amount shall be borne by the contracting partner and are due for payment immediately. Fulfilment is only effected once the cheques or bills of exchange are cashed and we are released from any liability.

3.7 The contracting partner shall only have the right to set-off rights if their counterclaims have been legally established, are undisputed or have been recognised. The contracting partner shall only be authorised to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

3.8 If the delivery or service does not comply with the contract, the contracting partner shall have a right of retention as far as the amount retained is in reasonable proportion to the lack of compliance with the contract (in particular a defect) and the anticipated costs of subsequent performance (in particular remedy of a defect). The contracting partner shall not have the right to assert any claims and rights due to lack of conformity with the contract if they have not made payments due and the amount due but not paid is in reasonable proportion to the Deliveries or Services not in conformity with the contract despite the lack of conformity with the contract.

4. Packaging, delivery or performance time, impediments to performance for which we are not at fault, delay in delivery or performance, impossibility, default of taking delivery, obligations to cooperate

4.1 Unless otherwise agreed, delivery shall be FCA 75387 Neubulach-Oberhaugstett / Germany (Incoterms 2020). If there is no agreement regarding packaging, we shall determine the type and scope of packaging to the best of our judgement, under consideration of the necessary care.

4.1.1 Transport packaging and all other packaging in accordance with the German Packaging Act will not be taken back, with the exception of pallets, exchangeable packaging, and containers ("Reusable Packaging"). The contracting partner shall be obligated to dispose of the packaging at their own expense.

4.1.2 Packaging materials of the contracting partner must be received in time, in a clean condition and free of charge at our supplying plant. We shall not be obligated to inspect, clean, or repair the goods, but are authorised to do so at the expense of the contracting partner.

4.2 The stated delivery or performance times are only fixed dates if they are explicitly specified as such.

4.3 Compliance with delivery or performance obligations, in particular delivery dates, shall be a prerequisite:

- the timely and proper fulfilment of any obligations to cooperate on the part of the contracting partner, in particular the receipt of documents and information to be supplied by the contracting partner;
- the clarification of all technical details with the contracting partner, in particular the determination of any test methods if certain measured or standard values or other test parameters are agreed;
- the receipt of production and work materials to be provided (e.g., parts to be cleaned),
- the receipt of packaging materials to be provided by the contracting partner;
- the receipt of agreed advance payments and/or instalments or bank guarantees, bank guarantees, or the opening of agreed letters of credit;
- the existence of any necessary official permits and licences.

The defence of non-performance of the contract remains reserved.

4.4 The time at which the delivery FCA 75387 Neubulach-Oberhaugstett / Germany (Incoterms 2020) takes place or – if the delivery cannot be collected on time through no fault of our own – the contracting partner has been notified of readiness for dispatch shall be decisive for compliance with the delivery period. We shall notify the contracting partner of the time of collection in time so that they can take the usual necessary measures.

4.5 Delays in delivery or performance for which we are not at fault:

4.5.1 The delay, impossibility, or unreasonable impediment of our delivery or service due to obstacles that occur after conclusion of the contract or of which we become aware only after conclusion of the contract through no fault of our own and which we could not have foreseen or prevented even with due care, in particular justified industrial action (strikes and lockouts); we shall not be deemed at fault for any operational disruptions; shortages of raw materials; pandemics, epidemics, official orders and embargoes, delivery disruptions due to war or conflict, failure of operating and auxiliary materials, unless we have explicitly assumed a guarantee in this respect.

4.5.2 Claims for damages by the contracting partner are excluded in the event of delays in delivery and performance within the meaning of item 4.5.1.

4.5.3 If there is any definitive impediment to delivery and performance within the meaning of item 4.5.1, each contracting party shall have the right to terminate the contract immediately by withdrawal in accordance with the statutory provisions.

4.5.4 In the event of a temporary impediment to delivery and performance within the meaning of item 4.5.1, we shall have the right to postpone Deliveries and Services for the duration of the impediment plus a reasonable start-up period.
We shall have the right to withdraw from the contract if we prove an unreasonable impediment to delivery and performance on the part of the contracting partner. The contracting partner shall only have the right to a withdrawal right under the conditions of item 4.7 below.

4.6 Delays in delivery or performance for which we are at fault:
If any more severe (in particular strict) or milder liability is neither specified nor can be inferred from the other content of the contractual relationship, we shall be liable for damages caused by delay due to wilful or negligent breach of obligations as follows:

4.6.1 In accordance with the statutory provisions in the event of intent.

4.6.2 In accordance with the statutory provisions and limiting our liability for damages to the foreseeable damage typical of the contract:

- in cases of gross negligence on the part of our legal representatives, executives and other vicarious agents;
- in cases of slight negligence on the part of our legal representatives, executive employees and other vicarious agents, if they breach material contractual obligations (cf. definition in item 8.8.2); this is particularly the case if the underlying contract is a fixed-date transaction or the contracting partner can assert that their interest in the fulfilment of the contract has lapsed due to the delay in delivery or performance for which we are at fault.

4.6.3 In other cases of slight negligence, we shall only be liable in cases of delays in delivery or performance for each completed week of delay within the scope of a lump-sum compensation for delay amounting to 0.5% of the net value of the delivery or performance, but not more than 5% of the net value of the delivery or performance.

4.6.4 Further legal claims and rights of the contracting partner remain reserved.

4.7 Withdrawal right of the contracting partner in the event of delays in delivery or performance:
If we can prove that we are not at fault for the delay, the contracting partner shall only have the right to withdraw from the contract,

- if the latter has tied the continuation of their interest in performance to the timeliness of performance in the contract (fixed-date transaction) or
- they prove that their interest in performance has ceased to exist or that the maintenance of the contractual relationship is unreasonable for them due to the delay in delivery or performance.

§ 323 (4) – (6) BGB shall apply in all other respects. The legal consequences of withdrawal shall be subject to the statutory provisions (§§ 346 et seq. BGB); the contracting partner may demand return of any Services not owed.
The statutory termination rights under the contract for work shall not be affected by this.

4.8 We shall have the right to make partial Deliveries or render partial Services to an extent that is reasonable for the contracting partner.

4.9 If the contracting partner is culpably in default of taking delivery or acceptance at the place of performance, collection or call-off of the goods – even in the case of possible partial Deliveries – or if the delivery is delayed in any other way for reasons for which the contracting partner is responsible or if they culpably violate any other obligations to cooperate, we shall have the right to demand compensation for the damage incurred by us in this respect, including any additional expenses, without prejudice to further legal claims. We reserve the right to assert further claims.

5. Transfer of risk, insurance

5.1 The risk of accidental loss or accidental deterioration shall pass to the contracting partner in accordance with the item FCA 75387 Neubulach-Oberhaugstett / Germany (Incoterms 2020). **This shall also apply to any Deliveries made by our own vehicles or carriage and packaging paid based on a special agreement and also in cases in which we have accepted other Services from the contracting partner.**

5.2 If the contracting partner is in default of taking delivery, acceptance, call-off, or collection or if our Deliveries or Services are delayed for reasons for which the contracting partner is responsible, the risk of accidental loss or accidental deterioration shall pass to the contracting partner at the point in time at which the contracting partner shall enter default or at which the Deliveries or Services could have been made in accordance with the contract if the contracting partner had acted in accordance with their obligations.

5.3 The delivery shall be insured against theft, breakage, fire, water, and transport damage as well as other insurable damage at the contracting partner's expense from the transfer of risk upon the contracting partner’s request.

5.4 If we have assumed any obligation to dispatch the goods based on a special agreement, we shall select the mode and route of dispatch at our reasonable discretion and determine the forwarding agent or carrier. Any additional costs due to deviating wishes of the contracting partner shall be borne by the contracting partner. These must be communicated to us in time before dispatch.
In the event of damage to or loss of the delivery during transport, the contracting partner must arrange for an inventory to be made without undue delay and inform us of the result in writing.

5.5 If we take over the transport or the insurance based on a separate agreement, we shall only be liable to the extent that the persons designated to perform the shipment or the insurers are liable to us.

6. Retention of title

6.1 We retain title to the delivery (“Reserved Products”) until receipt of all payments from the business relationship with the contracting partner. This retention of title shall also extend to the recognised balance as far as we book claims against the contracting partner in the current account (current account reservation). In the event of a breach of contract by the contracting partner, in particular in the event of default in payment, we shall have the right to take back the Reserved Products. If we take back the Reserved Products, this shall constitute a withdrawal from the contract. We shall have the right to sell the Reserved Products after taking them back; the proceeds from such sale shall be offset against the liabilities of the contracting partner – less reasonable costs of sale.

6.2 The contracting partner has the right to resell the Reserved Products in the ordinary course of their business; however, they hereby assign all claims to us in the amount of the final invoice amount (including VAT) of our claims which accrue to them from the resale against their purchasers or third

parties. If the contracting partner includes the claims from a resale of the Reserved Products in a current account relationship existing with their purchaser, the current account claim shall be assigned in the amount of the recognised balance; the same shall apply to the "causal" balance in the event of the insolvency of the contracting partner. The contracting partner shall have the right to collect the assigned claims even after their assignment. This shall not affect our right to collect the claims directly – subject to the provisions of insolvency law; however, we commit to not collecting the claims as long as the contracting partner does not breach their contractual obligations, in particular does not properly fulfil their payment obligations, is not in default of payment and no application for the opening of insolvency proceedings has been filed or payments have not been suspended.
Transfer by way of collateral or pledging are not covered by the contracting partner's authorisation to sell.

6.3 If our obligation in accordance with item 6.2. above to not collect the claims ourselves ceases to apply, we shall have the right – subject to the provisions of insolvency law –

- to revoke the authorisation to resell and to make use of our right to take back and realise the goods in accordance with item 6.1 above and/or
- to revoke the authorisation to collection and to demand that the contracting partner inform us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

6.4 The contracting partner must inform us in writing without undue delay in any cases of damage to or loss of the Reserved Products and in the event of a change of domicile or residence. The same applies in the event of seizures or other interventions by third parties, so that we can file third-party proceedings (in accordance with § 771 of the German Code of Civil Procedure (*Zivilprozessordnung*; ZPO) or, if applicable, in accordance with corresponding foreign law). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a third-party action, the contracting partner shall be liable for the loss incurred by us. If the release of the Reserved Products is achieved without litigation, the costs incurred in the process can also be charged to the contracting partner, as can the costs of returning the seized Reserved Products.

6.5 The processing or conversion of the Reserved Products by the contracting partner shall always be performed on our behalf. If the Reserved Products are processed with other items that do not belong to us, we shall acquire joint title in the new item in the ratio of the value of the Reserved Products (final invoice amount including VAT) to the value of the other processed items at the time of processing or conversion.
Apart from this, the item created by processing or conversion shall be subject to the same provisions as to the Reserved Products. The contracting partner shall be granted an expectant right corresponding to their expectant right to the Reserved Products to the item created by processing or conversion.

6.6 If the Reserved Products are inseparably mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the Reserved Products (final invoice amount including VAT) to the value of the other mixed or combined items at the time of mixing or combining. If the mixing or combination is performed in such a way that the contracting partner's item is to be regarded as the main item, it is agreed that the contracting partner shall transfer co-ownership to us on a prorated basis. The contracting partner shall safeguard the sole ownership or co-ownership for us.

6.7 The contracting partner hereby assigns their claims for remuneration in the amount of the final invoice amount (including VAT) of our claims to us by way of collateral in the event of resale of our Reserved

Products after processing or conversion.
If we have only acquired joint title in accordance with the above item 6.5. or 6.6. due to the processing or conversion or the mixing or combination of the Reserved Products with other items not belonging to us, the purchase price claim of the contracting partner shall only be assigned to us in advance in the ratio of the final amount invoiced by us for the Reserved Products including value added tax to the final invoice amounts of the other items not belonging to us.
The above items 6.2. to 6.4. shall apply accordingly to the claims assigned in advance in all other respects.

6.8 If the retention of title or the assignment is not effective under foreign law in whose jurisdiction our Reserved Products are located, the security corresponding to the retention of title and the assignment in this jurisdiction shall be deemed agreed.
If cooperation of the contracting partner is necessary for the creation of such rights, they shall be obligated to take all measures necessary to establish and maintain such rights at our request.

6.9 The contracting partner shall be obligated to treat the Reserved Products with care and to maintain them at their own expense; in particular, the contracting partner shall be obligated to insure the Reserved Products at their own expense and in our favour sufficiently at replacement value against theft, robbery, burglary, fire, and water damage. The contracting partner hereby assigns all resulting insurance claims in respect of the Reserved Products to us. We accept the assignment.
In addition, we reserve the right to assert our claims for fulfilment or damages.

6.10 We commit to releasing the collateral that we are due upon the contracting partner's request, as far as the realisable value of our collateral exceeds the claims to be secured by more than 10%; we shall be responsible for selecting the collateral to be released.

7. Acceptance, termination

7.1 If our Deliveries or Services are subject to the law on contracts for work and labour or if acceptance has been explicitly agreed, the contracting partner shall be obligated to perform an acceptance test and to record the acceptance in writing at our works as soon as they have been notified of the completion of the work or, in the case of any contractually agreed testing, as soon as this has taken place.
Acceptance must not be refused due to insignificant defects.
Acceptance shall be deemed to have taken place if we have set the contracting partner a reasonable deadline for acceptance after completion of the work and the contracting partner has not refused acceptance within this deadline, stating at least one defect, or if the contracting partner uses the work wholly or in part outside the acceptance test.

7.2 Our liability for obvious defects shall lapse upon acceptance unless the contracting partner has reserved the right to assert claims for such defects at the time of acceptance.

7.3 If a trial has been agreed, the contracting partner commits to testing the functions of the contractual product for the intended period. In addition to the function, these tests must also include the safety test, if necessary, so that the regulations applicable to the respective industry, such as VDE, Machine Protection Act, etc., are met.

7.4 We may also demand the performance of partial acceptances, provided there are no objective reasons to the contrary and this is reasonable for the contracting partner.

7.5 If the law on contracts for work and Services applies to our Deliveries or Services, we shall have the right to our statutory right of termination for cause without restriction. Our right to claim damages shall not be excluded by the termination.

8. Service description, liability for defects

8.1

8.1.1 The qualities listed in our service descriptions comprehensively and conclusively define the subjective and objective qualities of our Deliveries and Services and their characteristics.

8.1.2 The descriptions of our Deliveries and Services are the subject of quality agreements and not of guarantees or warranties unless explicitly stated otherwise. In case of doubt, any statements made by us in connection with this contract do not contain any guarantees or assurances in the sense of an aggravation of liability or the assumption of a special obligation to assume responsibility. If there is any doubt, only explicit written declarations on our part with regard to the provision of guarantees and assurances shall be authoritative.

8.2 No warranty shall be assumed for damage resulting from the following reasons: unsuitable or improper use or operation, faulty assembly by the contracting partner or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, replacement materials, chemical, electrochemical or electrical influences (as far as we are not at fault for them), improper modifications or repair work performed by the contracting partner or third parties without our prior authorisation.

8.3 The contracting partner shall have no claims for defects if the contracting partner is either already aware of the defect when the contract is concluded or is grossly negligent in not being aware of this and we have not fraudulently concealed the defect or assumed any guarantee in this respect.
Claims for defects shall also not exist in the event of only insignificant deviation from the agreed quality or in the event of only insignificant impairment of the usability of our Deliveries or Services.

8.4 In the case of Deliveries, the contracting partner's rights in respect of defects shall require that they have properly performed their obligations to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (*Handelsgesetzbuch*; HGB).
We shall inform the contracting partner without undue delay following notification of a defect of whether the delivery or parts thereof complained about are to be returned to us or whether it is necessary to wait until they are collected by us from the contracting partner or inspected on site.

8.5 We shall only bear expenses incurred by the contracting partner in connection with measures to check whether a defect exists if we have explicitly committed to doing so in writing and only to the extent that these expenses are reasonable, under consideration of the legitimate interests of the contracting partner and their obligation to minimise damages. The contracting partner shall be obligated to reimburse us for our own expenses and costs if a defect inspection or request for remedy of defects by the contracting partner proves to be unjustified and the contracting partner knew or was negligently unaware that there was in fact no defect for which we were responsible.

8.6 If there is any defect at the time of transfer of risk, we shall be entitled, at our discretion, to subsequent performance in the form of remedy of the defect or delivery of a new defect-free item. If one or both types of subsequent performance are impossible or disproportionate, we are entitled to refuse them. We may also refuse subsequent performance as long as the contracting partner does not fulfil their payment obligations to us to an extent that corresponds to the defect-free part of the service provided.

8.7 If there is any defect at the time of the transfer of risk, we shall be obligated to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour, and material costs. If the contracting partner has installed the defective item in another item or attached it to another item in accordance with its type and intended use before the defect became apparent, we are obligated to reimburse the contracting partner for the necessary expenses for the removal of the defective item and the installation or attachment of the repaired or delivered defect-free item within the scope of subsequent performance. However, this obligation to reimburse expenses shall only apply as far as the expenses for subsequent performance are not increased by the fact that the delivery was taken to a place other than the contractually agreed destination.

8.8 We shall also have the right to have defects remedied by third parties. Title in any replaced parts shall pass to us.

8.9 The contracting partner shall be obligated to cooperate in the subsequent performance against reimbursement of costs and in accordance with our instructions within the scope of what is reasonable. In particular, the contracting partner shall be obligated to make the contractual product available to us for the purpose of subsequent performance.
If we deliver a defect-free item for the purpose of subsequent performance, the contracting partner must return the defective contractual product to us in accordance with the statutory conditions.
Only in urgent cases, e.g., if there is a risk of disproportionate damage or a risk to operational safety, shall the contracting partner have the right to remedy the defect directly or have it remedied by a third party. They must inform us without undue delay and obtain our consent to this. This is only dispensable if they were unable to reach us in time.

8.10 The contracting partner shall have the right, at their discretion, to either reduce the purchase price accordingly (reduction) or to withdraw from the contract (withdrawal) if subsequent performance is impossible or fails, in cases of culpable or unreasonable delay, or upon serious and final refusal of subsequent performance by us or unreasonableness of subsequent performance for the contracting partner.

8.11 As far as these **GENERAL TERMS AND CONDITIONS** do not contain any or no deviating provisions on the prerequisites and consequences of subsequent performance, reduction and withdrawal, the statutory provisions on these rights shall apply.
The statutory provisions shall apply to the contracting partner's recourse against us due to expenses incurred by them in connection with the defectiveness of a newly manufactured item.

8.12 The contracting partner's claims for damages and reimbursement of expenses in connection with defects shall be governed by the following provisions in items 8.12.1 through 8.12.4, irrespective of the legal nature of the claim – in particular also with regard to claims for defects and breaches of obligations, as well as tortious claims.

8.12.1 We shall be liable without limitation for damages in accordance with the statutory provisions:

- in cases of intent;
- in cases of culpable injury to life, limb, or health;
- in cases of defects and other circumstances that have been fraudulently concealed, or
- in cases of defects the absence of which has been guaranteed or where a guarantee of quality has been given.

8.12.2 Furthermore, we shall be liable for damages in accordance with the statutory provisions, although our liability for damages shall be limited to the foreseeable damage typical of the contract (except in the cases set out in item 8.12.1 above):

- in cases of gross negligence on the part of our legal representatives, executives and other vicarious agents;
- in cases of slight negligence on the part of our legal representatives, executive employees, and other vicarious agents, provided that they breach essential contractual obligations (obligations the compliance with which is essential for the proper execution of the contract and on compliance with which the contracting partner may regularly rely).

8.12.3 Liability under the Product Liability Act (*Produkthaftungsgesetz*) shall not be affected by this.

8.12.4 Further claims are excluded, unless otherwise stipulated in item 8.12 above.

9. Liability for secondary obligations

If the delivered item cannot be used by the contracting partner in accordance with the contract due to the fault of us, our legal representatives or our vicarious agents as a result of omitted or faulty execution of suggestions and advice prior to conclusion of the contract as well as other contractual ancillary obligations (in particular instructions for operation and maintenance of the contractual product), the provisions of item 8.8 above shall apply accordingly to the exclusion of further claims by the contracting partner.

10. Compliance with legal provisions, regulations, and regulations by our company, compliance

10.1 Guarantees, obligations, confirmations, or declarations required by the contracting partner regarding our company's compliance with domestic or foreign public laws, ordinances and regulations, in particular in the areas of criminal law, corruption, antitrust law, environmental protection, human rights, occupational safety, and minimum wage, shall only constitute a contractual obligation on our part towards the contracting partner if we have explicitly agreed to them in writing.
This shall apply accordingly to our company's compliance with non-statutory standards demanded by the contracting partner, such as

- the “Supplier Code of Conduct” based on the CSR (Corporate and Social Responsibility) principles of the UN,
- the principles of the UN Global Compact Initiative in the form of “guiding principles” for business with regard to the protection of human rights, the abolition of forced and child labour, the elimination of discrimination in recruitment and procurement and responsibility for the environment,
- ISO standard 26000
- any other codes of conduct of the contracting partner.

10.2 If we violate the regulations under public law that are applicable to our company, the contracting partner shall only have the right to the statutory rights of recourse against us in terms of reason and amount, unless we have explicitly agreed to further legal consequences in writing. This shall apply in particular to termination and withdrawal rights, contractual penalties, claims for damages, reimbursement of expenses, and indemnification.
Where there is any breach of non-statutory standards, the contracting partner must only assert rights against us that have been explicitly agreed in writing.

10.3 Inspection and auditing rights in favour of the contracting partner for monitoring or in the event of suspected violations in the above areas in accordance with item 10.1 (compliance violations) require an

explicit agreement. This shall apply accordingly regarding our obligation to provide information required in these areas.

10.4 We shall not be liable for compliance violations by third parties, in particular our suppliers, unless this has been explicitly agreed.

11. Total liability, withdrawal of the contracting partner

11.1 The following provisions shall apply to claims of the contracting partner outside the liability for material defects. Legal or contractual rights and claims that we are due shall neither be excluded nor limited.

11.2 For liability for damages – subject to the separately regulated liability for default (item 4.6) – the provisions of item 8.8 above shall apply accordingly. As far as statutory liability applies, however, the foreseeable, typically occurring damage is decisive and not the damage typical for the contract. Any further liability for damages is excluded, regardless of the legal nature of the claim asserted. This shall apply in particular to any claims for damages in addition to performance and damages instead of performance due to breaches of obligations as well as for tortious claims for compensation for property damage in accordance with § 823 BGB.

11.3 The limitation in accordance with item 11.2 shall also apply if the contracting partner demands expenses.

11.4 Any fault on the part of our legal representatives and vicarious agents shall be attributed to us.

11.5 The statutory provisions on the burden of proof shall not be affected by this.

11.6 As far as liability towards us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives, and vicarious agents.

11.7 The contracting partner must only withdraw from the contract within the framework of the statutory provisions if we are at fault for the breach of obligations. In the cases of item 8.6. (failed subsequent performance, etc.) and cases of impossibility, however, the statutory requirements shall apply; the provisions of items 4.5.3, 4.5.4 and 4.7 above shall apply to the contracting partner's withdrawal right in the event of a delay in our Deliveries or Services. In cases of a breach of obligations, the contracting partner must declare within a reasonable period of time at our request whether they will withdraw from the contract due to the breach of obligations or insist on delivery.

12. Rights to know-how/inventions

We shall have the sole rights to any secret, high-quality and advanced knowledge (know-how) and inventions, and any industrial property rights existing with us or acquired during the performance of the contracts concluded with us – subject to a separate agreement or the utilisation or use of the delivery items to which the contracting partner is entitled in accordance with the meaning and purpose of the contractual relationship.

13. Software

Software included in our contractual products is protected by copyright. The right to use this shall extend solely to the contracting partner. If the contractual product that contains the software is passed on by the contracting partner, the authorisation to use it to the above extent is transferred to the subsequent user, who thus takes the place of the contracting partner. The contracting partner's authorisation for use shall expire at the same time. We reserve all further rights to use and utilise such software.

14. Special equipment, means of production provided or specified by the contracting partner, contractual lien

14.1 The tools developed by us for parts cleaning shall remain our property, subject to special agreement, even if the contracting partner contributes to their cost.
This shall also apply if the contracting partner bears the full costs for this and the development is based on the contracting partner's specifications.

14.2 If a tool has to be repaired or replaced wholly or in part for the contracting partner due to natural wear and tear resulting from its use in parts cleaning, we may demand reimbursement of the costs required for this in accordance with the contracting partner's original share of the costs for the tool.

14.3 If a modification or replacement of the tool becomes necessary due to a change in the requirements of the contracting partner for the service to be provided, the contracting partner shall bear the costs incurred as a result.

14.4 Tools and special equipment which are the property of the contracting partner based on a special agreement shall remain in our possession for as long as we require them for the fulfilment of our contractual obligations.
Unless otherwise agreed, the exercise of the right of removal by the contracting partner shall result in the cancellation of our obligation to deliver the contractual products manufactured using the tools or special equipment concerned.

14.5 The legal consequences (in particular compensation for expenses and damages) of exercising the right of removal are governed by law, subject to separate agreement.
If the contracting partner does not request the tools and special equipment after fulfilment of our obligation to deliver the contractual products processed via the above production equipment and does not collect them at their own expense, they shall reimburse us for the storage costs for the period for which we have committed to delivering spare parts to them. We may use the tools and special equipment for other purposes or scrap them at the expense of the contracting partner if the contracting partner does not collect them – in spite of a written request by us to collect them, setting a reasonable deadline and pointing out the consequences of non-collection – after expiry of the contract or if an obligation to supply spare parts has been agreed for a particular period after its expiry. In this respect, the contracting partner waives assertion of claims of any kind.

14.6 The contracting partner shall assume responsibility for the correctness and suitability for the manufacture of the delivery items (e.g., material, dimensional accuracy, etc.) of the means of production provided by the contracting partner (in particular material or parts to be cleaned) and their other production contributions, in particular specifications for the manufacture and procurement of means of production. The contracting partner shall deliver any means of production provided by them at their own expense and risk. We only perform an incoming goods inspection of the production equipment provided to us with regard to the number of items, identity, and a visual inspection for obvious transport damage. We shall only be obligated to check the conformity of the means of production provided to us with the specifications stated by the contracting partner if there are obvious indications of their necessity. We shall not be obligated to perform any further checks. An inspection may be explicitly agreed. The costs of the inspection shall be borne by the contracting partner.

14.7 In cases of damage, destruction, or loss of the means of production, tools or special equipment provided to us by the contracting partner, our obligation to pay compensation shall only apply if and to the extent that we are at fault for the damage.

14.8 The contracting partner must insure the means of production provided to us against damage such as fire, theft, or flooding within the scope of an appropriate insurance policy.

14.9 We shall have a right of retention to the means of production, tools and special equipment provided to us and belonging to the contracting partner in the event that the contracting partner no longer properly performs their payment obligations arising from the business relationship.

14.10 The provisions of these GENERAL TERMS AND CONDITIONS shall also apply to the tools and special equipment manufactured by us for the contracting partner and transferred to the contracting partner based on a special agreement.

14.11 We shall also have the right to a contractual lien in addition to the statutory liens on the means of production provided to us for processing in connection with the contract as well as the tools and special equipment belonging to the contracting partner based on a separate agreement for any claims arising from a contract concluded with us. The lien may also be asserted in respect of claims arising from earlier Deliveries and Services as far as they are connected with the contractual object of delivery and service. The lien shall apply to other claims arising from the business relationship as far as these are undisputed or have been recognised by declaratory judgement. §§ 1204 et seq. BGB and § 50 (1) of the Insolvency Code (*Insolvenzordnung*) shall apply.

15. Export control and customs, exemption

15.1 The contracting partner shall be obligated to inform us in writing in time of any authorisation requirements or restrictions on (re-)exports in accordance with German, European and US import or export and customs regulations as well as in accordance with the export and customs regulations of the country of origin of the means of production provided with regard to the means of production provided by them. The contracting partner shall be obligated to provide the following information in time:

- Material, document, or other identification number of the contracting partner
- Description of the production equipment provided
- all export list numbers applicable to the means of production, including the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN)
- commercial origin of goods
- commodity code (HS code)
- a contact at their company to answer any queries.

15.2 The contracting partner shall be obligated to inform us without undue delay of any changes to the authorisation requirements relating to the means of production provided by them, irrespective if these are due to technical or legal changes or official determinations.

15.3 The contracting partner shall be liable to us for all additional costs and expenses which we have to bear due to non-compliance with the above obligations of the contracting partner and shall indemnify us in this respect upon first request.

16. Infringement of the third-party rights

16.1 We assume no liability that the use, installation, or resale of the delivery items will not infringe any third-party property rights; however, we declare that we are not aware of the existence of any such third-party property rights to the delivery items.

16.2 The contracting partner guarantees that no third-party rights (in particular no patents, licences, or other industrial property rights) are infringed in connection with the specifications provided by them or procured by us on their instructions and by the involvement of suppliers or service recipients specified by the contracting partner in the fulfilment of our contractual obligations.

16.3 If any claims are asserted against us due to an infringement of rights based on the specifications provided by the contracting partner or production materials provided by us or procured by us in accordance with the contracting partner's specifications, the contracting partner shall be obligated to indemnify us against these claims upon first written request and to bear all costs incurred by us in this connection. We shall have the right to discontinue production and delivery without the contracting partner being able to assert claims of any kind against us on this basis.

16.4 The contracting partner must provide us with legal assistance at their own expense or enter into any legal disputes upon our request. Advance payment shall be made to us on request for any legal costs.

16.5 We reserve the right to assert any further claims for damages.

16.6 The limitation period for the claims that we are due in accordance with this item 16 is five years from the conclusion of the contract.

17. Recourse against us due to product-related claims by the contracting partner

We shall be liable for compensation for damages and expenses which our contracting partner has to bear in connection with the violation of product-related domestic or foreign public laws, regulations, and regulations – in particular on product safety and environmental or emission regulations – due to contractual or statutory obligations, exclusively in accordance with the statutory conditions applicable to us. Any further liability on our part shall only exist if we have explicitly agreed to this in writing. Our liability for defects in accordance with the contract concluded with the contracting partner and our liability under the Product Liability Act and other mandatory statutory provisions applicable to us shall remain unaffected by this.

18. Contracting partner’s product liability

18.1 The contracting partner shall be liable to us within the scope of the statutory provisions on product liability and manufacturer's liability with regard to specifications provided by them or production materials provided by us or procured by us in accordance with their specifications. If any claim is asserted against us by an injured party based on product liability under domestic or foreign law – including by way of recourse – the contracting partner shall also be obligated to indemnify us against such claims on first demand to the extent that the cause lies in the specifications provided by the contracting partner or in the production equipment provided by us or procured by us in accordance with the contracting partner's specifications.

18.2 The contracting partner commits to maintaining suitable business and product liability insurance with an appropriate amount of cover per claim for personal injury, property damage, and financial loss to cover liability risks. Any further claims for damages that we may be due shall remain unaffected.

18.3 The limitation period for claims to which we are entitled under this item 18 is five years from conclusion of the contract.

19. Data protection

19.1 In connection with the initiation and execution of the contract, the processing of personal data of contact persons at the contracting partner, their vicarious agents or authorised representatives is necessary. We shall process this personal data based on a legitimate interest in order to be able to track the business relationship with the contracting partner and to ensure the necessary communication in this respect. As far as the provision of the contractually agreed service requires the involvement of third parties (e.g., our own employees, IT functions used, etc.), personal data will be passed on to them. This may also include companies outside Europe. We comply with the statutory provisions on data protection as part of our appropriate data protection management. We provide the relevant applicable data protection information from case to case regarding any the data collected and their respective processing.

19.2 In connection with the initiation and execution of the contract, we pass on personal data of our employees, vicarious agents, and authorised representatives to the contracting partner to the extent necessary in order to enable the contractual processing of the business relationship with the contracting partner and to ensure the necessary communication in this respect. The contracting partner must only use this personal data to fulfil the respective contracts concluded with us. They commit to providing us with their corresponding data protection information for forwarding to the data protection officers belonging to our organisation without undue delay upon request.

20. Statute of limitations

20.1 The limitation period for claims and rights due to defects in the Deliveries or Services – regardless of the legal grounds – is one year, subject to item 20.3 below.

20.2 The limitation period in accordance with item 20.1. shall also apply to all claims for damages against us.

20.3 The limitation period in accordance with item 20.1 shall generally not apply in the case of intent, fraudulent concealment of a defect or a guarantee for the quality of the goods, for claims for damages in the cases of items 8.8.1, 8.8.2 and 8.8.3 as well as for the statutory claims and rights of recourse of the contracting partner against us as a result of the defectiveness of an item newly manufactured by us. The statutory limitation periods shall apply in this respect.

20.4 The statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of time limits shall remain unaffected unless explicitly stipulated otherwise.

20.5 Claims for reduction in price and the exercise of a withdrawal right shall be excluded if the claim for subsequent performance has lapsed. In this case, however, the contracting partner may refuse to pay the remuneration as far as they would have the right to do so based on the withdrawal or reduction.

21. Assignment of receivables

21.1 Claims against us regarding the Deliveries or Services to be provided by us must only be assigned with our prior written consent.

21.2 We are authorised to assign our claims against our contracting partner to a third party without the contracting partner's consent.

22. Non-disclosure obligation, prohibition of utilisation

22.1 The contracting partner commits to treating all commercial or technical details that become known to them through the business relationship with us and that are explicitly designated as confidential or are recognisable as confidential due to other circumstances, in particular our know-how, as business secrets ("Confidential Information"). Confidential Information must only be used for the purpose of fulfilling the contract and must not be disclosed or otherwise made accessible to unauthorised third parties. Reproduction shall only be permitted within the scope of operational requirements and copyright regulations. If the contracting partner recognises that any information to be kept secret has come into the possession of an unauthorised third party or has been lost, they shall inform us of this without undue delay.

22.2 The obligations in accordance with item 22.1 above shall not apply as far as they refer to any information that was already generally accessible when the contracting partner received it or that becomes generally accessible during the term of the contractual relationship without this being attributable to a breach of contract by the contracting partner. This shall apply accordingly as far as the contracting partner proves that it was already aware of Confidential Information received in advance.

23. Proof of export, compliance with foreign trade regulations

23.1 If a contracting partner based outside the Federal Republic of Germany or their authorised representative collects Deliveries and transports or dispatches them to a foreign territory, the contracting partner must provide us with the export certificate required for tax purposes. If this proof is not provided, the contracting partner must pay the VAT rate applicable to Deliveries within the Federal Republic of Germany on the invoice amount.

23.2 The contracting partner shall be responsible for observing and implementing the relevant foreign trade regulations, e.g., import licences, foreign exchange transfer permits, and other laws applicable outside the Federal Republic of Germany.

24. Place of performance, place of jurisdiction, applicable law, intra-Community acquisition, severability

24.1 The place of performance is exclusively our registered office, subject to special agreement.

24.2 If the contracting partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all obligations arising from and in connection with the contractual relationship – including for matters relating to bills of exchange and cheques – shall be our registered office or, at our discretion, the registered office of the contracting partner. The above agreement on the place of jurisdiction also applies to contracting partners based abroad.

24.3 All rights and obligations arising from and in connection with the contractual relationship shall be governed exclusively and without regard to conflict of laws provisions by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG): United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) shall apply.

24.4 There are no verbal side agreement to any contracts entered into. Side agreements and amendments to the contract shall require written form to be effective (text form shall be sufficient for this); this requirement of written form cannot be cancelled or waived either verbally or tacitly.

24.5 If any provision in these GENERAL TERMS AND CONDITIONS or any provision within the scope of any other agreements between us and the contracting partner is or becomes invalid, this shall not affect the validity of any of the other provisions or agreements.

II. Conditions for problem solutions/development

We shall only render consulting, planning, and organisational Services for implementation of problem solutions if this is explicitly stipulated in the contracts concluded with us.
Such Services shall only be provided against payment subject to a separate contractual agreement.
The corresponding contracts and contracts for development Services are generally concluded by us based on service contract law; we owe pure Services and are liable for their correctness and suitability.
In this respect, we shall only be liable for the fulfilment of a specific performance outcome based on an explicit agreement or if this arises from the meaning and purpose of the contract.
If we owe a particular performance success in the sense of the law on contracts for work and Services, the General Terms and Conditions for Deliveries and Services shall apply to the above Services.