

General conditions of sale For services and deliveries

I. Scope of GTC & Definitions

1. These General Terms and Conditions of Sale (GTCS) shall apply to all our business relations with our customers („Buyer“). The GTCS only apply if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
2. The GTCS shall apply in particular to contracts for the sale and/or delivery of movable goods, software products and services („Goods“), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433 , 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer’s order or, in any case, in the version last notified to the Buyer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.
3. Our GTCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if the Buyer refers to its GTCS within the scope of the order and we do not expressly object to this.
4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our order confirmation shall take precedence over the GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
5. Legally relevant declarations and notifications by the Buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form in the sense of these GTCS includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

6. References to the applicability of statutory provisions shall only have a clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.

II. Conclusion of contract

1. Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve property rights and copyrights.
2. The order of the goods by the buyer is considered a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us.
3. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Buyer.

III. Delivery period and delay in delivery

1. The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, the delivery period is approximately six (6) weeks from the conclusion of the contract.
2. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Buyer. Non-availability of the performance shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obligated to procure in the individual case.

3. The rights of the Buyer according to item VIII of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

IV. Delivery, Transfer of Risk, Acceptance, Default of Acceptance

1. Delivery is made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
2. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass as soon as the goods are delivered to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the Buyer is in default of acceptance.
3. If the purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the purchaser is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 0.1% of the value of the goods per calendar day, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for shipment.

The proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The purchaser shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

V. Prices and terms of payment

1. Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax.
2. In the case of sale by delivery to a place other than the place of performance (§ 4 para. 1), the Buyer shall bear the transport costs ex warehouse. Unless we invoice the transport costs actually incurred in the individual case, a flat rate for transport costs in the amount of EUR 15.80 plus a flat rate for handling in the amount of EUR 9.60 shall be deemed agreed. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.
3. The purchase price is due and payable, unless otherwise agreed, within 30 days of invoicing and delivery or acceptance of the goods. However, we shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
4. Upon expiry of the aforementioned payment deadline, the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected.
5. The Buyer shall only be entitled to rights of set-off or retention to the extent that its claim has been established by a final court decision or is undisputed. In the event of defects in the delivery, the Buyer's

counter rights shall remain unaffected, in particular pursuant to § 7 para. 6 sentence 2 of these GTCS.

6. If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

VI. Retention of title

1. Until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we retain title to the goods sold.
2. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The purchaser must notify us immediately in writing if an application is made to open insolvency proceedings or insofar as third parties (e.g. seizures) have access to the goods belonging to us.
3. In the event of conduct by the purchaser in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the reservation of title.
The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the purchaser does not pay the purchase price due, we may only assert these rights if we have previously set the purchaser a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

4. Until revoked in accordance with (c) below, the Buyer shall be authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
 - a The retention of title shall extend to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - b The Buyer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, pursuant to the preceding paragraph. We accept the assignment. The obligations of the buyer mentioned in paragraph 2 shall also apply in view of the assigned claims.
 - c The purchaser shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the purchaser meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the buyer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In addition, in this case we shall be entitled to revoke the purchaser's authorization to further sell and process the goods subject to retention of title.
 - d If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

VII. Claims for defects of the buyer

1. The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including wrong and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 et seq. BGB) and the rights of the Buyer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.
2. The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogs or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed upon, it is to be judged according to the legal regulation whether a defect exists or not (§ 434 para. 3 BGB). Public statements by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, shall take precedence over statements by other third parties.
3. In the case of goods with digital elements or other digital content, we owe provision and, if applicable, updating of the digital content only insofar as this results expressly from a quality agreement pursuant to para. 2. In this respect, we assume no liability for public statements by the manufacturer and other third parties.
4. As a matter of principle, we shall not be liable for defects of which the purchaser is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Buyer's claims for defects presuppose that he has complied with his statutory duties of inspection and notification (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects shall be notified to us in writing within five working days of delivery and defects not apparent upon inspection shall be notified to us within the same period of time after discovery. If the purchaser fails to carry out the proper inspection and/or to give notice of defects, our liability for the defect not notified in time or not notified properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the Buyer shall in particular have no claims for reimbursement of corresponding costs („removal and installation costs“).
5. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.
6. We shall be entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the purchaser shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
7. The buyer shall give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the purchaser shall return the defective item to us at our request in accordance with the statutory provisions; however, the purchaser shall not have a claim for return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obligated to perform such

services; claims of the Buyer for reimbursement of corresponding costs („removal and assembly costs“) shall remain unaffected.

8. We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTCS, if a defect is actually present. Otherwise, we may demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have known that there was actually no defect.
9. If a reasonable period to be set by the purchaser for subsequent performance has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the purchaser may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.
10. Claims of the Buyer for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c p. 2, 327 para. 5, 327u BGB). Claims of the Buyer for damages or reimbursement of futile expenses (§ 284 BGB) shall also exist in the event of defects of the goods only in accordance with the following §§ 8 and 9.

VIII. Other liability

1. Insofar as nothing to the contrary arises from these GTCS including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
2. We shall be liable for damages – irrespective of the legal grounds – within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, sub-

ject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only

- a for damages resulting from injury to life, body or health,
 - b for damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.
3. The limitations of liability resulting from para. 2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the Buyer under the Product Liability Act.
 4. Due to a breach of duty which does not consist of a defect, the Buyer may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination of the purchaser (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

IX. Limitation

1. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.
2. If the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory regulation (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall also remain unaffected.

3. The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages of the Buyer pursuant to § 8 para. 2 p. 1 and p. 2 (a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

X. Choice of law and place of jurisdiction

1. The law of the Federal Republic of Germany shall apply to these GTCS and the contractual relationship between us and the Buyer to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

2. If the purchaser 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 exclusive – also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in DE-04626 Schmölln.

The same applies if the buyer is an entrepreneur in the sense of § 14 BGB (German Civil Code). However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or a prior individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.