

# General terms and conditions

## I. Quote

The documents relating to the quote, including illustrations, drawings, weights and dimensions, are only approximate unless otherwise expressly indicated as binding. The supplier retains all proprietary rights and copyrights to cost estimates, drawings and other documents; they may not be made accessible to third parties. The supplier shall only make plans marked by the customer as confidential accessible to third parties with the consent of the customer.

## II. Scope of delivery

The supplier's written order confirmation determines the scope of delivery. In the event that a supplier quote is time-limited and requires timely acceptance, the quote determines the scope of delivery if no order confirmation is issued in good time. Side agreements and amendments require the supplier's written confirmation.

## III. Price and payment

1. Unless otherwise agreed, prices are ex works including loading at the factory, but excluding packaging. All prices are subject to VAT at the legally applicable rate.
2. Unless otherwise agreed, payment is to be made to the supplier without deductions within 14 days subject to a 2% discount or within 30 days net.
3. The retention of payments or set-off due to any customer counterclaims contested by the supplier are not permitted.

## IV. Delivery period

1. The delivery period begins with the dispatch of the order confirmation, but not before provision of the documents, approvals or releases to be obtained by the customer or before receipt of an agreed down payment.

The delivery period is deemed to have been met if the delivery item has left the factory or readiness for dispatch has been advised before the delivery period expires.

2. The delivery period will be extended as appropriate in the event of industrial disputes, particularly strikes and lock-outs, as well as in the event of unforeseen obstacles that are beyond the control of the supplier, insofar as such obstacles can be proven to have a considerable influence on the completion or delivery of the delivery item. This also applies if the circumstances affect subcontractors.

The aforementioned circumstances are not deemed to be the fault of the supplier if they occur during an existing delay. In important cases, the supplier shall notify the customer of the beginning and end of any such obstacles in good time.

3. If dispatch is delayed at the customer's request, the customer will be charged the costs incurred for storage, beginning one month after notification of readiness for dispatch, and at least 50% of the invoice amount for each month of storage in the event of storage at the supplier's factory. However, after a reasonable period is set and expires without result, the supplier may otherwise dispose of the delivery item and deliver it to the customer within a reasonably extended delivery period. Compliance with the delivery period is contingent on the fulfilment of the customer's contractual obligations.

## V. Transfer of risk and acceptance

1. The risk passes to the customer upon dispatch of the delivery item at the latest, even if partial

deliveries are made or the supplier has undertaken other services, e.g. shipping costs or delivery and installation.

At the customer's request and expense, the supplier shall insure the consignment against theft, breakage, damage in transit, fire and water damage, as well as other insurable risks.

2. If dispatch is delayed due to circumstances for which the customer is responsible, the risk passes to the customer on the day the consignment is ready for dispatch; however, the supplier shall take out the insurance policies requested by the customer at the latter's request and expense.

3. The delivery item is to be accepted by the customer even if it features minor defects, without prejudice to the rights under section VII.

4. Partial deliveries are permitted.

#### VI. Agreement regarding retention of title to the delivered goods

1. The supplier retains ownership of the delivered goods until receipt of all payments detailed in the supply contract. Until full payment is made, the customer shall handle the delivered goods with care and insure them against fire, water, theft and burglary (applies only if insurance is customary in the customer's industry).

2. The customer may install and remodel goods subject to retention of title in the ordinary course of business. In this event, the supplier shall acquire a co-ownership share in the item if the combination results in the customer's item being regarded as the main item or if a new item is created.

3. The customer is entitled to resell the aforementioned goods individually or as part of a new item in the ordinary course of business under retention of title. The customer assigns its future claims from this transfer to the supplier as a security, and the supplier shall accept this assignment. The assignment also includes a corresponding balance claim, which is formed at the end of the accounting period if the customer includes the claim in a current account relationship with its own purchaser. With regard to transferred co-ownership shares, this applies in accordance with the sales value of the co-ownership share. Upon request, the customer shall inform the supplier of the names and addresses of the relevant purchasers, as well as the type and scope of its existing claims. The customer's right to use or sell the delivered item ends if the customer becomes insolvent. In this event, the customer may only dispose of the delivery item or the acquired co-ownership share with written approval.

4. The customer is not permitted to pledge or use the goods subject to retention of title as a security. In the event of access to such goods, the customer shall highlight that they are the supplier's property and inform the supplier immediately in writing.

5. In the event of breach of contract on the part of the customer, in particular default in payment, the supplier may withdraw from the contract and take back the goods subject to retention of title and, if necessary, request the assignment of the customer's claims for surrender of the goods against third parties. These supplier rights also exist if the secured claims have already lapsed. In the event of rescission, the supplier has a claim to compensation for transfer of use, value impairment and reimbursement of expenses incurred.

6. In dealings with companies, the supplier retains ownership of the delivered goods until receipt of all payments arising from its business relations with the customer. The retention of title will then also extend to the drawn and accepted balance provided that the supplier posts claims against the customer to current invoices (current account reservation).

7. The supplier shall release the securities to which it is entitled at the customer's request insofar as the value of the securities exceeds the claim to be secured by more than 20%.

8. If any of the present provisions are invalid, this will not affect the remaining provisions. In this case, the invalid provision will be replaced by another legally valid provision that reflects as closely as

possible the commercial intent of the original provision.

## VII. Liability for defective delivery

1. Without prejudice to section IX, 4, the supplier shall be liable for defective delivery, including the absence of expressly warranted characteristics, to the exclusion of further claims as follows: at the discretion of the supplier, all parts are to be repaired or replaced free of charge which prove to be unusable or significantly impaired in their usability within 6 months (3 months in the case of multi-shift operation) of commissioning due to a circumstance prior to the transfer of risk, and particularly faulty design, poor construction materials or poor workmanship. The customer shall promptly notify the supplier if any such defects are identified. Replaced parts are the property of the supplier.

If dispatch, installation or commissioning are delayed through no fault of the supplier, its liability shall expire no later than 12 months after the transfer of risk. The supplier's liability for essential products is limited to the assignment of the liability claims to which it is entitled against the supplier of the product.

2. The customer's right to assert claims for defects will in all cases become statute-barred after six months from the date of the timely complaint, and upon expiry of the warranty period at the earliest.

3. No liability is accepted for damage or loss arising for the following reasons: unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent treatment, unsuitable operating materials, replacement materials, faulty construction work, unsuitable subsoil, and chemical, electrochemical or electrical influences, unless they are attributable to the supplier.

4. After consultation with the supplier, the customer shall give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries the supplier deems reasonably necessary, or else the supplier shall be released from its liability for defects. The customer may only remedy the defect – or have it remedied by third parties – and seek reimbursement of the necessary costs from the supplier in urgent cases of danger to operational safety and to prevent disproportionately significant damage, in which case the supplier must be notified immediately, or in the event that the supplier is in default of rectifying the defect.

5. Of the direct costs arising from the repair or replacement delivery, the supplier shall – insofar as the complaint proves to be justified – bear the costs of the replacement part including dispatch, as well as the reasonable costs of dismantling and assembly/installation. If it can be reasonably demanded in the individual case, the supplier shall also bear the costs of providing any necessary fitters and auxiliary staff. In all other respects, the customer shall generally bear the costs.

6. The warranty period for replacement parts and repair is three months, but runs at least until expiry of the original warranty period for the delivery item. The liability period for defects in the delivery item will be extended by the duration of the interruption of business caused by the rectification work.

7. Any modifications or repair work carried out improperly by the customer or third parties without the prior consent of the supplier will void the supplier's liability for the consequences thereof.

8. Further customer claims, in particular claims for compensation for damage not sustained by the delivery item itself, are excluded to the extent permitted by law.

## VIII. Liability for ancillary obligations

If, through the fault of the supplier, the delivered item cannot be used by the customer in accordance with the contract as a result of the negligent or faulty execution of suggestions and advice (prior to or after conclusion of the contract) or other ancillary contractual obligations – in particular instructions for operation and maintenance of the delivery item – the provisions of sections VII and IX apply to the

exclusion of further claims by the customer.