

For use towards:

1. A person acting in the exercise of their commercial or independent vocational activity in the conclusion of the contract (entrepreneur);
2. Corporate body under public law or a public separate estate.

## I. General

1. All deliveries and services are performed based on these terms as well as any special contractual agreements. Different purchasing terms of the ordered do not become part of the contract even by acceptance of the order.

A contract comes into force - unless agreed otherwise - with the written order confirmation or sending of the supplier's delivery note.

2. The supplier reserves right of ownership and copyrights to samples, quotes, drawings and similar information of a physical and immaterial kind - also in electronic form; they may not be made accessible to third parties. The supplier undertakes only to make information and documents marked by the orderer as confidential accessible to third parties with the orderer's express permission.

## II. Price and payment

1. Unless agreed otherwise, the prices apply ex-factory including loading in the factory but excluding packing, transport and unloading. The respective legally applicable value-added tax will be added to the prices.

2. Unless agreed otherwise, payment must be made to the account of the supplier without any deductions and in particular **for machines**: 1/3 advance payment upon receipt of the order confirmation, 1/3 as soon as the orderer has been notified that the main components are ready for dispatch, the remaining amount within one month after transfer of risk as well as **in the case of spare and wearing parts** generally after 14 days net.

3. The orderer only has the right to withhold payments insofar as their counterclaims are undisputed and determined legally valid.

4. The order only has the right to settle against counterclaims from other legal relations insofar as they are undisputed or determined legally valid.

## III. Delivery time, delivery delay

1. The delivery time is given by the agreements between the contract parties. Compliance therewith by the supplier assumes that all commercial and technical issues between the contract parties have been clarified and the orderer has fulfilled all obligations such as the provision of the necessary official certificates or approvals or the making of an advance payment. If this is not the case, the delivery time shall be extended accordingly. This does not apply insofar as the supplier is responsible for the delay.

2. Compliance with the delivery time is under reserve of correct and on-time self-delivery. The supplier shall announce foreseeable delays as soon as possible.

3. The delivery time is complied with when the object of delivery has left the supplier's factory or proclaimed ready for dispatch before its expiry. If acceptance is to be carried out, the acceptance date - except in the case of justified refusal of acceptance - is decisive, alternatively the announcement of readiness for dispatch.

4. If the dispatch or acceptance of the object of delivery is delayed for reasons for which the orderer is responsible, any costs incurred due to the delay will be charged to them beginning with the month after announcement of readiness for dispatch or acceptance.

5. If the non-compliance with the delivery time is due to force majeure or other events outside of the supplier's sphere of influence, the delivery time will be reasonably extended. The supplier will notify the orderer of the beginning and end of such circumstances as soon as possible.

6. The orderer can withdraw from the contract without notice if the entire service becomes impossible for the supplier prior to transfer of risk. The orderer can also withdraw from the contract if performance of part of the delivery for an order becomes impossible and they have a justified interest in rejection of the partial delivery. If this is not the case, the orderer must pay the contract price for the partial delivery. The same applies in case of inability to perform of the supplier. Section VII.2 applies in addition.

If impossibility or inability to perform occurs during acceptance default or the orderer is solely or mainly responsible for these circumstances, they remain obliged to perform return service.

7. If the supplier gets into default and the orderer incurs damages as a result, the orderer is entitled to demand a default compensation sum. This shall be 0.5% for every full week of the delay but in total maximum 5% of the value of that part of the total delivery which cannot be used on time or according to the contract due to the delay.

If the orderer sets the supplier a reasonable period of grace for providing the service after the due delivery date - under consideration of the legal exceptions - and this period of grace is not complied with either, the orderer shall be entitled to withdraw from the contract within the scope of the legal provisions. They are obliged to declare at the supplier's demand within reasonable notice whether they will exercise their right of withdrawal.

Further rights from delivery default are determined exclusively in accordance with section V11.2 of these terms.

## IV. Transfer of risk, acceptance

1. The risk is transferred to the orderer when the object of delivery has left the factory, even in the case of partial deliveries or if the supplier has accepted other services, e.g. dispatch costs or delivery and installation. If acceptance is to be carried out, this is decisive for the transfer of risk. It must be carried out immediately on the acceptance date or alternatively after announcement of the readiness for acceptance by the supplier. The orderer may not refuse acceptance in the case of an insignificant defect.

2. If dispatch or acceptance is delayed or fails due to circumstances for which the supplier is not responsible, the risk is transferred to the orderer from the day of announcement of readiness for dispatch or acceptance. The supplier is obliged to take out the insurances demanded by the orderer at the orderer's cost.

3. Partial deliveries are permitted insofar as they are reasonable for the orderer.

## V. Retention of title

1. The supplier reserves the right of title to the object of delivery until receipt of all payments - also for any additional owed services - from the contract of delivery.

2. The supplier is entitled to insure the object of delivery against theft, breakage, fire, water and other damages on the orderer's account insofar as the orderer has not provenly taken out their own insurance.

3. The orderer may neither sell, pledge or transfer the object of delivery as security. They must notify the supplier immediately in the event of pledges and confiscation or other dispositions by third parties.

4. In the case of conduct of the orderer in breach of contract, especially payment default, the supplier is entitled to repossess the object of delivery after reminder and the orderer is obliged to hand it over.

5. The supplier can only demand handover of the object of delivery on grounds of retention of title if they have withdrawn from the contract.

## VI. Claim for defects

For material and legal defects, the supplier is liable under exclusion of further claims - subject to section VII - as follows:

### Material defects

1. All parts must be repaired or replaced defect-free at the supplier's discretion that are determined defective due to a circumstance prior to the transfer of risk. The determination of such defects must be reported to the supplier immediately in writing. Replaced parts become the property of the supplier.

2. In order for the supplier to perform all the repairs and replacement deliveries that appear necessary to them, the orderer must, in agreement with the supplier, give the supplier the necessary time and opportunity to do so; otherwise the supplier is released from their liability for the resulting consequences.

The orderer only has the right to eliminate the defect themselves or have it eliminated by third parties and demand reimbursement of the necessary expenses from the supplier in urgent cases of danger for operational safety or prevention of unreasonably extensive damages, whereby the supplier must be notified immediately.

3. The supplier will bear - insofar as the complaint transpires to be justified - the necessary expenses for the purpose of cure insofar as the supplier is not unreasonably burdened thereby. If the expenses are increased by the buyer moving the object of purchase to a different site than the place of fulfillment, resulting extra costs shall be paid by the buyer. The supplier also replaces the orderer's expenses within the scope of the right of recourse in the delivery chain with the sale of a newly manufactured object within the scope of their legal obligations.
4. The orderer has a right to withdraw from the contract within the law if the supplier - under consideration of the legal exceptions - allows a set reasonable period of grace for repair or replacement delivery due to a material defect to expire without fulfillment. In the case of an insignificant defect, the orderer only has the right to reduce the contract price. The right to reduce the contract price remains otherwise excluded.
5. Further rights are determined exclusively by section VII. 2 of these terms.
6. No liability will be accepted particularly in the following cases: Unsuitable or improper use, incorrect assembly or commissioning by the orderer or a third party, natural wear, improper or careless handling, incorrect maintenance, unsuitable operating media, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as the supplier is not responsible.
7. If the orderer or a third party performs defective repairs, the supplier shall not be liable for the resulting consequences. The same applies in the absence of the supplier's prior consent for modifications made to the object of delivery.

#### Legal defects

8. If the use of the object of delivery leads to violation of domestic commercial protection rights or copyrights, the supplier shall generally procure on their own account the right for further use by the orderer or modify the object of delivery in such a way reasonable for the orderer that the violation of protection rights no longer exists. If this is not possible under reasonable economic conditions and within a reasonable time, the orderer is entitled to withdraw from the contract. Under the cited preconditions, the supplier also has the right to withdraw from the contract. In addition, the supplier will release the orderer from undisputed or legally determined rights of the owners of protective rights concerned.

9. The obligations of the supplier named in section VI. 8 are final for the event of violation of protection rights or copyrights subject to section VII.2.

They only exist when

- the orderer informs the supplier immediately of claimed violations of protection rights or copyrights,
- the orderer gives the supplier adequate support in the defense of claims or enables the supplier to carry out modification measures in accordance with section VI. 8,
- rights for all preventive measures including out-of-court settlements are reserved for the supplier,
- the legal defect is not based on an instruction of the orderer and
- the violation was not caused by the orderer modifying the object of delivery without authorization or using it in a way contrary to the contract.

#### VII. Liability of the supplier, exclusion of liability

1. If the orderer is unable to use the object of delivery in accordance with the contract due to culpable forbore or faulty suggestions or consultations on the part of the supplier before or after conclusion of contract or culpable violation of other contractual secondary obligations - especially instructions for operation and maintenance of the object of delivery, the rulings of sections VI and VII.2.
2. apply with exclusion of further rights of the orderer. The supplier is only liable for damages - for whatever legal reasons - not to the object of delivery itself

- a. in case of willful intent and gross negligence,
- b. in case of culpable injury to life, body and health,
- c. in case of defects that they have maliciously concealed,
- d. within the scope of a warranty pledge,
- e. in case of defects of the object of delivery insofar as they are liable for personal and property damages on privately used objects according to the product liability law.

In case of culpable violation of significant contract obligations, the supplier is also liable in case of negligence but limited to the contract-typical, reasonably foreseeable damage.

Further rights are excluded.

#### VIII. Statute of limitations

All rights of the orderer – for whatever legal reason – come under the statute of limitations in 12 months or 1,000 operating hours (whichever occurs first) for new machines since delivery, assuming single-shift operation, for used machines, only the contractual agreement applies: This applies also for the statute of limitations of rights of recourse in the delivery chain in accordance with § 445b Par. 1 BGB (Civil Code) insofar as the last contract in the delivery chain is not a consumables purchase. The suspension of expiry from § 445b Par. 2 BGB remains unaffected. The legal periods apply for damage compensation claims in accordance with section VII. 2 a-c.

#### IX. Use of software

If the scope of supply includes software, the orderer is granted a non-exclusive right to use the delivered software including its documentations. It is handed over for use on the designated object of delivery. Use of the software on more than one system is forbidden.

The orderer may only copy, revise or translate the software or convert from the object code to the source code to the legally permitted extent (§§ 69 a ff. UrhG (Copyright Law)). The orderer is obliged not to remove manufacturer specifications - especially copyright notes - or to change them without the prior express permission of the supplier. All other rights to the software and documentations including copies remain with the supplier or software supplier. Granting of sub-licenses is not permitted.

#### X. Applicable law, place of jurisdiction

1. The relevant law of the Federal Republic of Germany for the legal relation between domestic parties applies exclusively for all legal relations between the supplier and the orderer.
2. The place of jurisdiction is the court responsible at the supplier's headquarters. However, the supplier is entitled to institute legal proceedings at the headquarters of the orderer.