

General Terms of Supply / Export

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§ 1 Scope of application

(1) Our general terms of supply (hereinafter “**Terms of Supply**”) apply exclusively to entrepreneurs, legal entities or special funds governed by public law within the meaning of § 310 (1) of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), which have their registered offices outside of Germany, Austria or Switzerland.

(2) Unless otherwise agreed in writing, our Terms of Supply shall apply exclusively. We recognize the customer’s general terms and condition only if and to the extent that we expressly affirm their applicability in writing. Otherwise, the customer’s opposing, deviating or amending terms and conditions do not apply. No reference on our part to a document containing or invoking the customer’s – or a third party’s – terms and conditions shall constitute consent to the applicability of such general terms and conditions.

(3) Our Terms of Supply further apply to future transactions with the customer if and to the extent that they entail purchase, work or service agreements pertaining to our range of products.

(4) Any Incoterms® referenced apply as amended.

§ 2 Offer and acceptance, copyright, right to make changes

(1) Our offers are non-binding as a rule unless they are specifically designated as binding in nature or provide a deadline for acceptance.

(2) We can accept orders within 14 calendar days of receipt. Unless otherwise agreed with the customer, a binding contract is not entered into until we have confirmed the order in writing, and such order confirmation – along with technical specifications (if included), our Terms of Supply and any subsequently agreed changes – define the contractual terms. Subsidiary agreements as well as contractual changes, including changes to these Terms of Supply, must be made in writing. Telefax or email being sufficient provided that the message identifies the sender.

(3) Any document included in our offer, such as images, drawings, weights, measurements and performance specifications, represent approximations unless specifically designated as binding in nature – i.e., such documents are not guaranteed qualities but merely describe or designate a given supply or service.

(4) We reserve property rights as well as copyrights to all samples, cost estimates, drawings, functional diagrams and circuit diagrams. Such documents are our business secrets and must not be disclosed to third parties. Any of the customer’s staff, who comes into contact with our documents, must agree to be bound by a duty of confidentiality in writing. Upon request, any document we have supplied must be returned, and this is especially true in the event that we and the customer do not enter into a contract.

(5) We reserve the right to make changes to the object of any order, provided that such changes are not opposed by the intended use as well as (a) represent technical improvements and (b) reflect common commercial practice.

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§ 3 Rates

(1) Our rates apply ex works, 82515 Wolfratshausen, Germany (EXW Incoterms®), and exclude (if applicable) packaging costs and statutory sales tax, fees, custom duties and other dues occasioned by the implementation of a given contract. In the event that we effect delivery as per agreement in a manner other than EXW Incoterms®, the customer is billed for all expenditures related to packaging, shipping and transport insurance at cost.

(2) In cases of agreed cross-border deliveries, our rates apply according to § 3 para. 1 but exclusive of such fees and other public dues as we may have to pay.

§ 4 Payments and default in payment, set-off, retention

(1) Unless otherwise agreed in writing, invoiced amounts are due and payable in full within ten calendar days. A payment is deemed to have been made on the day of our receipt thereof.

(2) In the event that the customer fails to effect payment when due, and provided that it is a business, any outstanding amount bears interest at a rate of 5% p.a. starting on the due date. The right to assert interest at a higher rate as well as additional damages related to default is expressly reserved.

(3) The customer may adjust or withhold payments on account of counter-claims only if and to the extent that such counter-claims are undisputed or have been effectively established.

(4) We are entitled to make the completion of deliveries or services contingent on payment in advance or security if we become aware of circumstances following the execution of a given contract that raise doubts about the customer's solvency and/or place in jeopardy its ability to satisfy outstanding debts under such contract.

§ 5 Delivery deadline, extension, partial performance

(1) A delivery deadline is deemed to have been met so long as the object of delivery is made available for pick-up for deliveries according to EXW Incoterms® (see § 6 para. 1), and the customer was notified accordingly.

(2) The delivery deadline is extended as needed in the event:

(a) that the customer fails to make an agreed downpayment in a timely fashion;

(b) that findings or facts gleaned in the course of processing and analyzing the order received, which could not have been foreseen at the time we submitted our offer, indicate a need for additional processing or other subsequent changes to the order's original scope – e.g., technical specifications provided by the customer after the fact; or

(c) accepting the supplies or services affected would place an unreasonable burden on the customer, it may rescind the contract by providing written notice to that effect without delay.

(3) Likewise, delivery deadlines are extended as needed in the event that we do not receive from the customer such documents as may be required for the execution of the order at the agreed point in time, within the agreed period or promptly upon request; this primarily applies to drawings of the components, connecting elements with tolerance ranges, samples, pre-series as well as series components.

(4) In cases of force majeure (unforeseen circumstances and occurrences for which we are not responsible and which could not have been avoided with the due diligence of a prudent businessman, e.g. (e.g. labour disputes, war, fire, floods, transport obstacles, shortage of manpower, energy, raw mate-

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rials or auxiliary materials, subsequent shortage of materials, import and export restrictions, blocking of transport routes, outages or restrictions on electronic data exchange caused by third parties, cyber-crime by third parties, official measures, pandemics, epidemics or other operational disruptions), both on our part and our suppliers, which temporarily prevent us, through no fault of our own, from delivering the purchased objects when due, we shall be released from our delivery obligations for the duration of the force majeure plus a reasonable start-up period and to the extent of the effect of the force majeure. We shall notify the Purchaser immediately of the occurrence and cessation of the force majeure and shall use our best endeavours to remedy the force majeure and to limit its effects as far as possible. We will consult with the Purchaser on the further course of action upon the occurrence of the Force Majeure Event. If the delay caused by the event of force majeure lasts longer than three months, either party may extraordinarily terminate or withdraw from the contract with respect to the part not yet performed.

(5) If we fail to comply with an agreed deadline or delivery period, we bear liability in accordance with §9 of these Terms of Supply.

(6) In the event that a shipment of ready supplies is delayed at the customer's request, the customer is billed for any cost related to storage in full – for storage at our plant, no less than 0.5% of the invoice amount (exclusive of VAT) for each full calendar month. The customer is entitled to provide evidence that actual storage costs were lower than 0.5% of the invoice amount.

(7) We are entitled to effect partial performance if the customer may put partial deliveries to the intended use, delivery of the remaining goods ordered is assured and no significant added costs or expenditures result (save for the extent to which we are willing to absorb such costs).

§ 6 Place of performance, transfer of risk, duty of notification

(1) Unless otherwise agreed with the customer, the place of performance for all obligations under the contractual relationship with the customer as well as the transfer of risks associated with our supplies occurs at our Wolfratshausen plant (EXW Incoterms®). The place of performance and the timing of the transfer of any risk are not affected in the event that we took on additional services, such as the installation and commissioning, or instructions provided to the customer in the operation, of the object of delivery.

(2) In the event that delivery is delayed on account of circumstances found within the customer's sphere, the risk passes to the customer on such date as may be notified to it as the date of shipment / acceptance readiness.

(3) The customer must promptly report to the carrier any damage sustained during transit. Insofar as we have taken out transport insurance at the customer's request, a written record of damages and losses ascertained by the carrier shall be transmitted to us without delay in any case insured against to enable us to assert claims against the carrier accordingly.

§ 7 Retention of title

(1) We retain the title to the object of delivery until all payments due under the supply agreement have been received, including payments for any subsidiary service owed in addition.

(2) The customer may not pledge or transfer the title to the object of delivery, and it must immediately notify us of any attachments, seizures or other third-party acts of disposal that may affect our property rights to the object of delivery.

(3) The customer is obligated to treat the object of delivery with care until the title thereto has passed to

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it. Moreover, the customer must, at its own expense, adequately insure the object of delivery at its replacement value against theft, fire and water damages. To the extent that maintenance and/or inspection work is required, the customer must perform such work, or have us do so, in due time.

(4) The customer is entitled to resell the object of delivery even while it remains subject to retention of title (hereinafter "Goods Subject to Retention of Title") in the regular course of business. However, it already assigns to us any and all claims against the purchaser that may accrue to it from the resale of Goods Subject to Retention of Title. In the event that the customer sells Goods Subject to Retention of Title after processing or combining them with other goods, or together with other goods, any related claim is deemed to have been assigned only to such extent as may correspond with the price agreed between us and the customer plus a security margin of 10% of such price. Unless and until revoked, the customer has a right to enforce any open claims assigned to us in our name in a fiduciary capacity. At our request, the customer will share with us all information needed for collection purposes, deliver any required documents and inform the debtor of the assignment. In the event that Goods Subject to Retention of Title are resold to third parties along with other goods, the customer's claim against the purchaser is deemed to have been assigned at a rate corresponding with the price of delivery agreed between us and the customer.

(5) The customer engages in the processing or restructuring of Goods Subject to Retention of Title strictly on our behalf as manufacturer. In the event that Goods Subject to Retention of Title are processed along with other items that do not belong to us, we become co-owners of the resulting item at a rate reflecting the proportion of the value of the Goods Subject to Retention of Title to that of other processed items at the time of processing. In all other respects, new items created by way of processing are treated like Goods Subject to Retention of Title.

(6) We will release any security to which we are entitled if and to the extent that its value exceeds that of outstanding claims to be secured by more than 10%.

(7) When effecting deliveries to other jurisdictions, in which the above retention-of-title clause does not secure rights just as it does in the Federal Republic of Germany, the customer will do everything in its power to create corresponding security interests for us without delay, and it will assist with such measures, including but not limited to registration, publication, etc., as may be necessary or helpful in rendering the security interests in question both effective and enforceable.

§ 8 Commissioning

(1) We highly recommend that our specialists be consulted to ensure the safe commissioning of our products.

(2) The customer must see to all necessary preparations and equipment connections, especially the supply of electric and pneumatic energy, in time before the arrival of our specialists, so that they may immediately proceed to installing and commissioning the object of delivery. To the extent necessary or expedient, the customer will make available to our specialists its own qualified personnel, along with such materials, devices and other tools as may be necessary for purposes of commissioning and calibration.

(3) Unless agreed otherwise, the customer will separately reimburse us for all costs and expenditures occasioned by the deployment of our specialists (installers) in accordance with our terms of service; hours spent traveling or waiting are deemed working hours.

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§ 9 Warranty claims

(1) Promptly upon delivery to the customer or a third party designated by the same, the items supplied by us must be subjected to a careful examination, and they are deemed to have been approved unless a written notification of defects or other defects discovered in the course of a prompt and diligent inspection is received within seven business days upon delivery – or otherwise within seven business days after discovery of the defect or such earlier point in time at which the defect may have been discernible to the customer during normal use of the object of delivery even absent a close examination. Such period is deemed to have been observed so long as notice is dispatched on or before the applicable deadline. The object of delivery that is subject to a complaint is to be returned to us free of charge at our request. In cases of justified notification of defects, we will cover the cost of the most affordable shipment option; insofar as transportation costs are higher because the object of delivery is not located at the site of intended use, we will only bear the cost of the most affordable shipment option to the customer's (domestic) registered offices.

(2) Unless specifically agreed otherwise with the customer, the place of performance for any warranty obligation is our plant in 82515 Wolfratshausen, Germany.

(3) In cases of material defects of the delivered item, we are obligated and entitled, at our option within a reasonable period of time, to repair or replace the item in question.

§ 10 Liability

We bear unlimited liability under the Product Liability Act (*Produkthaftungsgesetz - ProdHaftG*), under express warranties, in the presence of procurement risks as well as in cases of intentional or grossly negligent breaches of duty. Likewise, our liability is not limited in cases of intentional or grossly negligent injuries to life, body or health. In cases of property damage or financial loss caused by slight negligence, our liability is (i) limited to breaches of duties the performance of which facilitates the proper implementation of the agreement and on which the purchaser may reasonably and notably rely ("cardinal contractual obligations"), and (ii) further capped by such damages typically associated with the agreement as may have been foreseeable at the time of the execution thereof.

§ 11 Limitation

(1) In deviation from § 438 (1) no. 3 of the Civil Code, the general period of limitation for the purchaser's claims stemming from material and legal defects equals one year from delivery. Insofar as acceptance has been agreed, the period of limitation commences upon the acceptance of the object of delivery.

(2) The foregoing periods of limitation do not apply to those specified by the Product Liability Act, and §§ 438 (1) nos. 1, 2 and 428 (3) of the Civil Code are not affected. The purchaser's claims for damages according to § 10 are subject exclusively to the periods of limitation prescribed by law.

§ 12 Software use

Insofar as the scope of delivery encompasses computer software, the customer is granted a non-exclusive right to use such software, along with any documentation. Such right of use is limited to the object of delivery specified for that purpose, and the software must not be used on more than one system (object of delivery). The customer may duplicate, revise or localize the software, or convert it from the object code to the source code, only to the extent permitted by law (§ 69 a et seqq. of the Copyright Act (*Urheberrechtsgesetz - UrhG*), and it specifically must not decompile or disassemble the software or otherwise engage in any form of reverse engineering. The customer undertakes not to

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remove or alter manufacturer's information, including but not limited to copyright notices, without our express prior consent. All other rights to the software and any documentation, including copies, remain with us or the software supplier. No sub-licenses may be granted.

§ 13 Legal venue

In all disputes arising from the contractual relationship, suit is to be filed exclusively in the court with jurisdiction over our registered offices in 80335 Munich, Germany, provided that the customer is a entrepreneurs, legal entity or special fund governed by public law. We reserve the right to file suit against the customer in the court with jurisdiction over its own registered offices.

§ 14 Severability, applicable law, data processing

(1) In the event that a provision of these Terms of Supplies is or becomes ineffective, unenforceable or incomplete, the remaining provisions hereof continue in full force and effect, and the ineffective, unenforceable or incomplete provision is to be replaced by such provision as the parties would have sensibly installed had they been aware of such ineffectiveness, unenforceability or incompleteness.

(2) Legal relations between us and the customer are subject exclusively to the law of the Federal Republic of Germany, to the exclusion of any rules on conflict of law under international private law as well as the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1981 (CISG).

(3) We process personally identifiable data in accordance with the provisions of the EU's General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) as well as other applicable privacy codes, including but not limited to the Federal Data Protection Act (*Bundesdatenschutzgesetz - BDSG*). Any and all data is held in confidence. Details are set forth in our separate Privacy Statement, which provides a detailed overview of the processing personally identifiable data.

Current as of: 11/2022