

General Terms and Conditions of Business for our Deliveries and Services

of

Eckerle Technologies GmbH
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- Valid as of: 1 February 2024 -

1. Validity of our General Terms and Conditions

- 1.1. Our General Terms and Conditions of Sale and Delivery ("GTC") apply exclusively to all our offers, deliveries and services to customers who are entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) or legal entities under public law or special funds under public law within the meaning of § 310 Para. BGB. This applies regardless of whether the respective legal relationship with the customer is based on a purchase or work contract or an atypical contractual relationship, whether we deliver products or provide advice or other contractual services, or whether there is only a pre-contractual obligation.
- 1.2. In our General Terms and Conditions, interested parties, customers, buyers or clients are uniformly referred to as "customer" and the service contractually owed by us as "goods" or "delivery" or "service", irrespective of their legal nature and quality.
- 1.3. Additional terms and conditions of our customer as well as individual agreements with provisions deviating from or conflicting with these GTC are not part of the contractual relationship with the customer, unless we have expressly agreed to their validity in writing in individual cases.
- 1.4. Our GTC shall also apply exclusively if we accept payments, deliver goods or provide services without reservation in the knowledge that the customer's general terms and conditions conflict with or deviate from our GTC, unless we have expressly agreed to the validity of the customer's GTC in writing beforehand. The customer recognises the validity of our GTC at the latest by accepting our deliveries or services without objection.
- 1.5. If our GTC have been effectively included in a contractual relationship with the customer, our GTC shall continue to apply within a continuing business relationship (recurring or continuing obligation) with the same customer even without renewed inclusion.
- 1.6. Insofar as text form is required in our GTC, electronic form shall suffice in accordance with §§ 126 Para. 3, 126 a BGB.
- 1.7. Rights to which we are entitled by law or contract independently of our GTC remain unaffected by these GTC.
- 1.8. Our GTC will come into force on 1 February 2024 and are available for viewing and downloading on our homepage under "GTC"; they replace all our previously valid terms and conditions of sale and delivery.

2. Quotation and Contract

- 2.1 Our offers are subject to change and non-binding, unless we have expressly designated them as binding in writing in individual cases.
- 2.2 Even if our customer's orders are not expressly labelled as binding, they shall be deemed to be a binding declaration vis-a-vis us, which we can accept within 10 days of receipt.
- 2.3 The scope and content of the delivery/service owed shall be derived exclusively from our contractual documents. We reserve the right to make the following changes to the contractual products after conclusion of the contract, insofar as this is reasonable for the customer:
- Product changes as part of ongoing product development and product improvements;
 - Minor and insignificant deviations in colour, shape, design, dimensions, weight or quantity;
 - Deviations that are customary in the trade or unavoidable according to the current state of technology.
- 2.4 Our offer and the resulting fulfilment obligation are subject to the resolutive condition of correct and timely delivery to us by our suppliers of all primary materials and products required by us for the fulfilment of the contract. This is applicable only in cases where non-delivery is not our responsibility, whereby it can be assumed that we have an appropriate and timely agreement with our supplier for a congruent covering transaction.
- 2.5 We shall endeavour to take into account any change requests made by our customer after conclusion of the contract with regard to the contractual deliveries and/or services, insofar as this is reasonable for us within the scope of our operational capacity, but shall not assume any obligation to make the change in this respect. Insofar as investigation of the possibility of changes or the actual implementation of changes affects the contractual service structure (payment, deadlines, acceptance procedures etc.), a written adjustment of the contract's stipulations must be completed without delay. For the duration of any interruption caused by the need to investigate the requested change and make an agreement about adjusting the contractual stipulations, we may require an appropriate additional payment according to the hourly rates of our employees who are unable to work on other tasks due to the interruption. For any review needed to determine whether the requested change can be implemented and under what conditions, we may also require an appropriate additional payment as long as we have notified the contractual partner of the need for the review and the contractual partner has issued an appropriate order for this review.
- 2.6 If the contract is made with unintentional errors on our part, for example due to data transmission errors, misunderstandings etc., then damage compensation by us according to § 122 BGB is excluded.

3. Long-term and Call-off Contracts

- 3.1 Contracts for an indefinite term can be cancelled with a notice period of 6 months unless otherwise agreed.
- 3.2 If a binding order quantity has not been agreed, we shall base our calculation on the non-binding order quantity (target quantity) expected by the customer for a specific period. If the customer purchases less than the target quantity, we are entitled to increase the unit price appropriately. If the contractual partner purchases more than the target quantity, we shall reduce the unit price appropriately, provided that the contractual partner has announced the additional demand at least 3 months before delivery.
- 3.3 Unless otherwise agreed, the customer must notify us of binding quantities for call-off delivery contracts at least 2 months before the delivery date by means of a call-off. Additional costs caused by a delayed call-off or subsequent changes to the call-off in terms of time or quantity by the customer shall be borne by the customer; our calculation shall be decisive in this respect.
- 3.4 If we agree to the cancellation of a binding order, we shall be entitled to charge the customer a flat-rate expense allowance of € 300 per cancelled call-off quota.

4. Provided Documents

- 4.1 We reserve the property rights and industrial property rights to all documents provided to us by the customer in connection with the placing of the order, such as calculations, drawings, etc. The customer may not make these documents accessible to third parties or use them in any other way without our written consent. This also applies if they are not protected by copyright.
- 4.2 If we are authorised to subcontract orders or contracts of the customer in whole or in part to third parties, we may make the associated order documents of the customer available to our subcontractors or sub-suppliers.

5. Prices, Payment, Right to Subsequent Price Adjustment and Right of Retention

- 5.1 Unless otherwise agreed in writing, only the prices stated in our order confirmation and the scope of services and delivery listed therein shall apply.
- 5.2 Subject to any such individual agreement to the contrary within the meaning of Section 5.1, the prices stated in our order confirmation do not include the costs for
- Packaging, postage, freight, packing, insurance, as well as customs duties and public charges, but apply "ex works" or distribution centre;
 - as well as the statutory value added tax, which we shall show separately on the invoice at the statutory rate applicable on the date of invoicing.
- 5.3 If the goods are not to be delivered until at least three months after conclusion of the contract and cost increases occur between conclusion of the contract and delivery of the goods which we could not have foreseen at the time of conclusion of the contract and for which we are not responsible, in particular due to changes in market prices, material and raw material prices which mean that we can only procure the goods or raw materials for fulfilment of the contract at less favourable financial conditions, we shall be entitled to adjust the prices agreed with the customer within the scope of the changed circumstances and without charging an additional profit. This applies accordingly if, due to exchange rate fluctuations, we can only obtain the goods or preliminary products from our supplier at worse financial conditions than were foreseeable at the time the contract was concluded with the customer.
- In this case, the customer is obliged to pay the subsequently increased price.
- If the purchase price originally agreed with the customer increases by more than 10% as a result, the customer is obliged to work with us to find a solution that satisfies the interests of both parties. If such an agreement is not reached within 1 month of receipt of the written request to enter into negotiations, we or the customer are equally entitled to withdraw from the concluded contract.
 - Applying the above conditions mutatis mutandis, the customer shall be entitled to demand a reasonable reduction in the purchase price if the market, material and raw material prices fall by more than 5% and we are therefore able to purchase the goods or raw materials on more favourable financial terms.
- 5.4 We shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the creditworthiness of the customer and which jeopardise the payment of outstanding claims of the customer from the respective contractual relationship. This shall apply accordingly if the customer refuses or fails to pay outstanding claims against us and there are no undisputed or legally established objections to our claims.

6. Terms of Payment

- 6.1 **Payments** are to be made exclusively to us. Representatives are not authorised to collect. Payment shall only be deemed to have been made when we can freely dispose of the entire payment amount.
- 6.2 Unless otherwise agreed in writing, our invoices are due for payment net within 14 days of receipt. Payments are to be made to our payments office free of charges and with no deductions. Payment shall only be deemed to have been effected as soon as and to the extent that we can finally dispose of the amount. We accept cheques and bills of exchange only where explicitly

agreed in writing and only on payment accounts. Discount charges and other bill of exchange and cheque costs shall be borne by the customer. Our rights due to retention of title shall remain in force until complete fulfilment of all bill of exchange claims. Bills of exchange and cheques are only accepted on account of payment, bills of exchange only if previously agreed in writing. The discount, the expenses and the costs associated with the collection of the bill of exchange and cheque amount shall be borne by the customer. Effective fulfilment only occurs when the cheques or bills of exchange are cashed and we are released from any liability for bills of exchange.

- 6.3 We shall be entitled to demand reasonable instalment payments plus the statutory value-added tax due thereon.
- 6.4 If our customer does not accept purchased goods after expiry of a grace period set for the customer (default of acceptance), we may demand a lump sum for storage costs from this point in time. This amounts to 1% of the purchase price per week or part thereof without special proof and is limited to 5% of the purchase price. The customer, as well as we, shall be at liberty to prove that no, lower or higher storage costs were incurred in connection with the non-acceptance of goods. Other claims shall remain unaffected by this.
- 6.5 Offsetting can only be declared by the customer with undisputed or legally established counter-claims. In addition, the customer shall be entitled to assert a right of retention and the defence of non-performance of the contract if and to the extent that we are responsible for a breach of duty pursuant to § 276 BGB.
- 6.6 In the event of substantial arrears of payment for which the customer is responsible, all claims to which we are entitled against the customer from the same legal relationship within the meaning of § 273 BGB shall become due for payment immediately.
- 6.7 Even if it is undisputed that we have delivered partially faulty goods to the customer, our customer is nevertheless obliged to make payment for the fault-free portion of the goods, unless the partial delivery is demonstrably not in the customer's interest.

7. Delivery / Delivery Time / Delay in Delivery

- 7.1 Unless otherwise agreed in writing, delivery shall be "ex works" and unpacked. If we do package items, any transportation packaging and any other packaging shall not be taken back by us, in accordance with the German Packaging Law; the exception is pallets. The customer is obliged to dispose of the packaging.
- 7.2 Delivery periods and dates are only binding for us if we have expressly designated or confirmed them as binding in writing. An agreed delivery deadline shall be deemed to have been met if the goods have left our works by the expiry of the deadline or if we have notified the customer that the goods are ready for dispatch but the goods have not left our works due to a refusal of acceptance announced by the customer. Deadlines agreed to be binding are fixed deadlines only if they have been explicitly defined as such in writing.
- 7.3 Compliance with delivery and performance deadlines requires the timely fulfilment of all duties of cooperation incumbent on the customer, in particular the receipt of documents and information to be supplied by the customer, the clarification of all technical details with the customer, the receipt of agreed advance payments and, if applicable, the opening of letters of credit, the existence of official approvals and import licences.
- 7.4 The defence of non-performance of the contract remains reserved. The customer waives the right to submit a notice of delay.
- 7.5 If our performance is delayed, the customer is obliged to first set us a reasonable grace period. If this period expires, the customer is entitled to demand compensation instead of fulfilment and to withdraw from the contract. Upon our request, the customer must then declare within a further reasonable period whether the customer insists on delivery or cancels the contract due to the delay in delivery or performance.
- 7.6 We shall be liable in accordance with the statutory provisions both for damages due to delay in performance and for damages in lieu of performance. The following limitation, however, applies:

Except in the case of intent, our liability for damages shall be limited to the foreseeable damage typical for the contract. This limitation of liability shall not apply if a commercial transaction for delivery by a fixed date has been agreed or if the customer can assert that the customer's interest in the fulfilment of the contract has ceased to exist due to the delay for which we are responsible.

- 7.7 We are entitled to make partial deliveries or render partial services as long as the remaining parts of the delivery or service are rendered within the agreed delivery period.

8. Risk Transfer / Insurance

- 8.1 Goods notified by us as ready for despatch must be accepted by the customer without delay.
- 8.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the customer or, in the case of agreed despatch, when the goods are handed over to the forwarding agent, carrier or other person designated to carry out the despatch. This shall also apply if partial deliveries are made or if it has been agreed that the goods will be sent carriage paid or free of charge for the customer. We shall select the carrier and transport route at our own dutiful discretion, unless we have received written customer specifications. Only at the customer's request and expense will we insure the goods against the risks specified by the customer by means of transport insurance, if possible.
- 8.3 If the customer is in default of acceptance, collection or call-off or if our deliveries or services are delayed for reasons for which the customer is responsible, the risk of accidental loss or accidental deterioration shall pass to the customer at the point in time at which the customer is in default or at which the deliveries or services could have been made in accordance with the contract if the customer had acted in accordance with the customer's duties.
- 8.4 If we select the shipping method, the shipping route and/or the shipping person, we shall only be liable for intent or gross negligence in the selection in question.

9. Delay in Acceptance, Collection or Call-off

If the customer defaults on acceptance at the place of fulfilment, collection or call-off of the deliveries or services - including any partial deliveries or partial services - or if the deliveries or services are delayed in any other way for reasons for which the customer is responsible, we shall be entitled - without prejudice to our statutory rights - to

- demand immediate payment of the deliveries or services affected by the delay and, in addition, to store delivery items at the customer's expense and risk, or
- otherwise dispose of the deliveries affected by the delay after expiry of a reasonable grace period granted to the customer with reference to our rights and to supply the customer within a reasonably extended period, or
- withdraw from the contract and/or to demand compensation instead of performance. In the latter case, we may demand 20% of the gross order amount as compensation without proof, unless it can be proven that only a significantly lower loss has been incurred. We reserve the right to claim higher actual damages.

10. Reservation of Ownership

- 10.1 The delivered goods remain our property until full payment of all claims to which we are entitled from the business relationship with the customer. The receivables in question also include cheques and bills receivable as well as receivables from current accounts. If, in connection with the payment, a liability arising from a bill of exchange is established for us, the retention of title shall only expire when our claim under the bill of exchange is excluded.
- 10.2 The customer is only permitted to sell the goods subject to retention of title in the ordinary course of business. The customer is not authorised to pledge the goods subject to our retention of title, to assign them as security or to make other dispositions that endanger our ownership. In the event of seizures or other interventions by third parties, the customer must notify us immediately

in writing and provide us with the information we reasonably require in this regard, inform the third party of our ownership rights and support us in all measures to protect the goods subject to our retention of title and our claim. The customer shall bear the costs incurred by us in carrying out these measures, in particular costs for the cancellation of the seizure and for the replacement of the goods, if and to the extent that the customer is responsible for these, unless these can be collected from the third party.

- The customer hereby assigns to us the customer's claims from the resale of the goods, including all ancillary rights and VAT, irrespective of whether the goods subject to our retention of title are resold without or after processing. We hereby accept this assignment. If an assignment is not permitted, the customer shall irrevocably instruct the third-party debtor to make any payments only to us. The customer is revocably authorised to collect claims assigned to us in trust for us. Amounts of money collected must be transferred to us immediately. We are entitled to revoke the customer's authorisation to collect payments and the customer's right to resell the goods if the customer does not properly meet the customer's payment obligations to us, is in default of payment, suspends payments or if an application is made to open insolvency proceedings against the customer's assets or comparable proceedings, such as protective shield proceedings or self-administration in accordance with the German Insolvency Code or corresponding foreign regulations. The resale of the claims requires our prior consent. The customer's authorisation to collect shall expire upon notification of the assignment to the third-party debtor. In the event of revocation of the collection authorisation, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents to us and notifies the debtors of the assignment.
- The customer is not authorised to pledge the goods subject to our retention of title, to assign them by way of security or to make any other dispositions that jeopardise our ownership. In the event of seizures or other interventions by third parties, the customer must notify us immediately, at least in writing, and provide all necessary information, as well as inform the third party of our ownership rights and co-operate in all measures initiated by us to protect the goods subject to retention of title and our existing rights. The customer shall bear all costs for which the customer is responsible and which we have to incur to cancel the seizure and to recover the goods, insofar as they cannot be collected from the third party.

- 10.3 If the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled - subject to statutory provisions under insolvency law - to revoke the authorisation to resell granted and to take back the goods subject to retention of title, as well as to demand the assignment of the customer's claims for surrender against third parties; the customer shall be obliged to surrender the goods and shall grant us or a third party commissioned by us immediate access to the goods subject to our retention of title. The customer may not assert a right of retention against our claim for surrender.
- 10.4 The goods subject to retention of title taken back for the aforementioned reasons may, after prior warning and after setting a deadline, be appropriately utilised elsewhere; the utilisation proceeds shall be offset against the customer's liabilities, less reasonable utilisation costs.
- 10.5 Under the same conditions under which we are entitled to revoke the customer's authorisation to resell, we may also revoke the collection authorisation and demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and discloses the assignment to the third party.
- 10.6 In the event of damage to or loss of goods subject to this retention of title, as well as a change of domicile, the customer must notify us immediately in writing .
- 10.7 Any processing or remodelling of the reserved goods by the customer shall always be carried out on our behalf. If the goods subject to this retention of title are further processed with other items not belonging to us, we shall acquire co-ownership of the new item created in this respect in the ratio of the final amount invoiced by us for the goods subject to retention of title including VAT to the final invoice amounts of the other processed items.
In all other respects, the same shall apply to the resulting new item as to the reserved goods.

The customer shall be granted an expectant right corresponding to the customer's expectant right to the goods subject to retention of title to the item created by processing.

- 10.8 If the goods subject to retention of title 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 final amount invoiced by us for the goods subject to retention of title including VAT to the final invoice amounts of the other mixed or combined items. If the mixing or combination is carried out in such a way that the customer's item is to be regarded as the main item, the customer shall transfer co-ownership to us on a pro rata basis. The customer shall safeguard our sole ownership or co-ownership for us.
- 10.9 If our reserved goods are resold after processing or remodelling, the customer hereby assigns to us by way of security the customer's claims for remuneration in the amount of the final invoice amount (including VAT) of our claims. If we have only acquired co-ownership due to the processing or transformation or the mixing or combination of the reserved goods with other items not belonging to us, the customer's claim for remuneration shall only be assigned to us in advance in the ratio of the final amount invoiced by us for the reserved goods including VAT to the final invoice amounts of the other items not belonging to us.
- 10.10 If our goods subject to this retention of title are brought into the jurisdiction of foreign law under which the retention of title or the assignment is not effective, the security corresponding to the retention of title and the assignment in this jurisdiction shall be deemed agreed. If the co-operation of the customer is necessary for the creation of such rights, the customer shall be obliged at our request to make the declarations necessary for the establishment and maintenance of our rights within the scope of what is reasonable for the customer and to support us in obtaining them.
- 10.11 The customer is obliged to treat the goods subject to our retention of title with care for the duration of the retention of title, to maintain them and to insure them adequately at the customer's own expense at replacement value against material damage caused by fire, water and loss, natural hazards and extended coverage damage. The customer hereby assigns to us the customer's claim for compensation under this insurance coverage, as well as the customer's claim for damages against a third party liable to pay compensation. We hereby accept the assignment. If an assignment is not permitted, the customer shall irrevocably instruct the customer's insurer or the third party liable for compensation to make any payments only to us. At our request, the customer must provide us with proof that the insurance has been taken out. Insofar as we are entitled to further claims, these shall remain unaffected.
- 10.12 At the written request of the customer, we are obliged to release securities to which we are entitled to the extent that the realisable value of these securities, taking into account customary bank valuation discounts, exceeds our claims arising from the business relationship with the customer by more than 20% in total. The securities to be released shall be selected at our discretion. The valuation is based on the invoice value of the goods subject to retention of title and the nominal value of receivables. If the goods subject to retention of title have been processed, remodelled or combined by the customer, the cost price shall be decisive.

11. Claims for Defects, Limitations of Use, Liability

We shall only be liable for material defects within the meaning of § 434 BGB as follows:

- 11.1 The basis for our liability for defects is primarily the agreed quality of the goods. Any other description of our goods, public statements, recommendations and advertising shall not constitute a contractual guarantee of quality. The quality specifications with regard to our goods that are decisive for the content and scope of our obligation to perform in accordance with Section 2.4 above are only ever the subject of a guarantee within the meaning of § 443 BGB if this has been agreed in writing. Insofar as our employees make verbal collateral agreements or give assurances that go beyond the purchase contract, these must always be confirmed in text form to be effective. Verbal declarations by persons authorised to represent us shall remain unaffected by the above provision.

- 11.2 Our goods are intended exclusively for the purpose specified and expressly approved by us in the relevant product specification. This does not include the use in life-sustaining or life-supporting medical devices, in military systems, in nuclear facilities, in facilities according to Annex 1 and Annex 2 of the Environmental Liability Act as well as in facilities to which comparable foreign regulations apply, and in aerospace technology, unless the use of the goods for such reserved purposes has been expressly approved by us in individual cases, at least in writing. If the customer uses the goods for such unauthorised purposes without our express approval, the customer alone shall bear the risk arising from such use. We accept no liability for damages resulting from use for such purposes without prior express authorisation, unless this is due to mandatory, non-waivable statutory provisions. In this case, the customer is obliged to indemnify us on first demand against all third-party claims, unless the underlying damage is not connected with the non-approved use of our goods.
- 11.3 No warranty is given for defects that are due to natural wear and tear or external influences that we could not foresee.
Warranty claims of any kind shall lapse if the customer
- repairs, modifies or processes the goods purchased from us without our authorisation, and/or
 - does not handle, operate or use the goods purchased from us in accordance with the conditions of use and technical guidelines specified by us or if they are otherwise handled, used or operated improperly, and/or
 - fails, in the event of circumstances indicating the existence of the causes described above, to provide proof at our request that the defects were not caused either in whole or in part by the aforementioned effects or circumstances.
- 11.4 The customer must inspect the goods received from us for quantity and condition immediately after acceptance. If the goods delivered by us are intended for installation in or assembly on other items, the customer must first check the properties of the goods that are relevant for the intended use after installation, insofar as such a check is reasonable for the customer before installation or assembly according to the type and condition of the goods.
- 11.5 The customer must notify us immediately in writing of any obvious defects. If a (hidden) defect can only be detected later due to the relevant circumstances in this respect, the customer must notify us of this in text form immediately after discovery. The customer must describe the defects in writing as part of the notification. If the customer fails to give notice of defects in good time, the goods shall be deemed to have been approved. The same applies to excess or delivery of too few purchased goods as well as to any incorrect delivery.
- 11.6 If the customer fails to properly inspect the goods and/or report defects, our liability for the defect shall be excluded. If the customer therefore fails to report defects or fails to do so in good time, or if the goods were not inspected by the customer prior to installation or assembly with regard to properties that could reasonably have been inspected prior to installation or assembly, and if defects or deviations that could have been identified in the process were therefore not reported or not reported in good time, the goods shall be deemed to have been approved in this respect. In this case, the customer shall not be entitled to any warranty rights against us with regard to such defects. § 377 German Commercial Code (HGB) remains otherwise unaffected.
- 11.7 In the event of defects in the goods, we shall initially be entitled, at our own discretion and within a reasonable period of time, to subsequent performance by remedying the defect or delivering goods free of defects. The customer has no right of choice in this respect. We are also authorised to have repairs carried out by third parties. Replaced parts become our property. The customer shall have no further rights for replacement deliveries and rectification work than for the original contractual products. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- 11.8 If the customer has identified defects in our goods, or even if the customer merely claims such defects, the customer shall be obliged to make the rejected goods available to us for inspection of the complaint and to grant us a reasonable period of time for the inspection. Until the inspection has been completed, the customer is not authorised to dispose of the rejected goods in a way that impairs our right of inspection.

- 11.9 If the goods delivered by us were defective at the time of transfer of risk, we shall be entitled to determine the type of subsequent performance (replacement delivery, rectification), taking into account the type of defect and our legitimate interests as the customer. If the subsequent performance fails, or if this does not take place despite a reasonable deadline and grace period being set, the customer is entitled, at the customer's discretion, to demand a reduction in price or, if the defect is not only minor, to withdraw from the contract. This shall apply without prejudice to any justified claims for damages.
- 11.10 If the customer has installed the defective goods delivered by us in another item or attached them to another item in accordance with the intended and authorised use, the customer may only demand reimbursement of expenses from us in accordance with § 439 Para. 3 BGB for the removal of the defective goods and the subsequent installation or attachment of repaired or delivered defect-free goods ("removal and installation costs") to the following extent:
- Within the meaning of § 439 Para. 3 BGB, only those removal and installation costs are "necessary" that have been incurred as a result of the reinstallation or installation of a product identical to the defective product that has been removed and on the basis of standard market conditions and that have been proven at least in text form. The customer has no right to advance payment for dismantling and installation costs. Subject to our consent, the customer is not permitted to unilaterally offset claims for reimbursement of expenses for dismantling and installation costs against our purchase price claims or other payment claims. Any claims by the customer over and above the necessary dismantling and installation costs, in particular costs for consequential damage caused by defects such as loss of profit including imputed profit surcharges, operating downtime costs or additional costs for replacement purchases are not dismantling and installation costs and are therefore not eligible for compensation within the scope of subsequent performance in accordance with § 439 Para. 3 BGB.
 - If the costs of subsequent performance including the expenses claimed by the customer within the meaning of § 439 Para. 3 BGB are disproportionate, in particular in relation to the purchase price of the goods in a defect-free condition and taking into account the significance of the lack of conformity, we shall be entitled to refuse subsequent performance and reimbursement of these expenses.
 - Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded to the extent that these expenses increase because the goods have subsequently been moved to a location other than the customer's branch office or than originally contractually agreed, unless the transfer corresponds to the intended use of the goods.
- 11.11 If the customer has recognised or grossly negligently failed to recognise that there is no defect within the meaning of § 434 BGB and the cause of the complaint lies in the customer's own area of responsibility, we shall be entitled in the event of an unjustified complaint to demand compensation from the customer for the costs incurred by us as a result;
- 11.12 claims for material defects shall lapse 12 months after delivery. This period does not apply if the law prescribes longer periods in accordance with § 438 Para. 1 No. 2 (buildings and items for buildings), § 438 Para. 3 (fraudulent concealment), § 445 b Para. 1 (right of recourse) if the final purchaser is a consumer and § 634a Para. 1 No. 2 (building defects) BGB.
- 11.13 Recourse claims in accordance with §§ 445 a, 478 BGB only exist if the customer's claim as seller was justified and only to the statutory extent, but not for goodwill measures by the customer that were not previously authorised by us at least in writing. Compliance with the recourse claimant's own obligations, in particular compliance with the obligation to give notice of defects, is a prerequisite for our obligation to satisfy recourse claims directed against us.
- 11.14 We do not issue a statement on a claim for defects asserted by the customer as an acknowledgement and do not enter into negotiations on the claim or the circumstances giving rise to the claim.
- 11.15 The place of fulfilment for subsequent performance and rectification is the registered office of our company.

11.16 We shall only be liable for damages or compensation for futile expenses for material defects in accordance with the following Section 12 (Limitation of Liability).

12. Limitation of Liability

12.1 If we are guilty of intent or gross negligence and the customer therefore makes a claim for damages against us, we shall be liable in accordance with the statutory provisions. This shall also apply in cases of intentional or grossly negligent action of our representatives or agents.

12.2 In case of culpable violations of significant contractual obligations according to legal regulations, we shall also be liable. Significant contractual obligations are those the fulfilment of which makes the proper implementation of the contract possible in the first place and adherence with which the customer may rely on. Insofar as we are not guilty of intent or gross negligence, our liability for damages shall be limited to the foreseeable damage typically occurring in contracts of this type. This does not imply a change in the burden of proof to the detriment of the customer. Our liability for culpable injury to life, limb or health and under the Product Liability Act and other mandatory statutory liability standards that cannot be waived shall remain unaffected by this.

12.3 In the event of our liability due to simple negligence, our obligation to pay compensation for property damage and financial loss shall be limited to an amount of EUR 500,000.00 per claim.

12.4 The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

12.5 Any further claims for damages, irrespective of their legal basis, are excluded.

12.6 This shall also apply if the customer demands compensation for futile expenses instead of the claim for damages.

12.7 We provide free technical information on the design of our products only as a courtesy, without any legal obligation and to the exclusion of any liability. The necessary interpretations depend on many influencing factors, which we cannot find out in detail within the scope of such information. Therefore, such information is always non-binding and should only be understood as a guideline. In our experience, although the figures calculated apply to the general case, we cannot rule out the possibility that deviations may be necessary in individual cases due to specific application factors. The stated values therefore do not constitute product-related advice and/or a guarantee of quality. In this respect, the customer is not released from the customer's own obligation to carry out property-related inspections and determine the specific technical standards and values to be complied with.

12.8 Liability for gross negligence and claims for damages based on injury to life, limb or health are subject to the statutory limitation periods.

12.9 In all other respects, the limitation periods for claims for defects shall apply in accordance with Section 11.12.

13. Withdrawal

Except in the case of a defect and subject to special agreement, the customer shall only be entitled to withdraw from the contract due to a breach of duty by us if we are responsible for this breach of duty.

14. Contractual Penalties

We reserve the unrestricted property and copyright exploitation rights to all offer and contract documents, such as drafts, drawings, illustrations, brochures, catalogues, etc., as well as to all samples, models and prototypes. Our customer may only make such documents accessible to third parties, use and utilise them with our prior written consent. If the order is not placed with us, our customer must return all documents provided to the customer back to us immediately at our request, whereby rights of retention are waived.

In particular, our delivery items may not be imitated or reproduced in any other way with the aid of the aforementioned documents, samples, models and prototypes, nor may such imitated or reproduced products be sold or utilised in any other way. The customer undertakes to pay us a contractual penalty of € 50,000 for each breach of the aforementioned obligations, unless the customer can prove that the customer is not at fault. We reserve the right to claim further damages.

15. Force Majeure

- 15.1 In cases of force majeure, such as in particular fire damage, floods, strikes, lawful lockouts and epidemics (both epidemics and pandemics) to the extent that a risk level of at least "moderate" is determined by the Robert Koch Institute, the contracting party affected by this shall be released from the obligation to deliver or accept for the duration and to the extent of the impact. The same shall apply if the fulfilment of our primary and secondary contractual obligations is made unreasonably difficult or temporarily impossible for us due to other unforeseeable circumstances for which we are not responsible, in particular due to industrial action, official measures, energy shortages, obstacles to delivery at a supplier or significant operational disruptions.
- 15.2 Furthermore, we are entitled to withdraw from the contract if the aforementioned obstacles last for more than three months and the fulfilment of the contract is therefore no longer of interest to us. At the customer's request, we shall declare in good time before the expiry of the deadline whether we will exercise our right of cancellation. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, the customer may withdraw from the contract.

16. Data Protection

We store and process personal data (name, address, e-mail, telephone) of the customer and natural persons acting on their behalf to the extent necessary to fulfil the contractual relationship. The data will be saved for the duration of the business relationship and beyond, as long as legal requirements for retention exist, legal claims from the contractual relationship may be enforced, or other factual or legal reasons justify further retention.

The customer and the representative natural persons acting for the customer shall have the right to all legal assistance in connection with data processing according to legal regulations, especially the right to information about the data concerning themselves as data subjects, correction, deletion or limitation of processing, or refusal of processing, data transferability, and filing a complaint with authorities.

17. Final Provisions

- 17.1 The place of fulfilment for delivery and payment for both contractual partners is exclusively our place of business.
- 17.2 The place of jurisdiction for all obligations arising from the contractual relationship – including for matters relating to bills of exchange and cheques – shall be the registered office of our company or, at our discretion, the registered office of the customer. The above agreement on the court of jurisdiction shall also apply to clients located in other countries.
- 17.3 All rights and obligations arising from the contractual relationship between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of 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).
- 17.4 In the case of intra-Community purchases, customers from EC member states are obliged to compensate us for damages we incur
- due to tax offences committed by the customer, or
 - due to incorrect or omitted information from the customer about the customer's circumstances relevant for taxation
- 17.5 The delivered goods are intended to remain in the country of delivery agreed with the customer. Goods subject to embargo regulations may not be exported by the customer from the country

of delivery. The delivered goods are subject in particular to German, European and American export controls and embargo regulations. It is the customer's responsibility to become informed about the relevant export and/or import regulations or restrictions and, if necessary, to obtain the relevant authorisations. The customer shall impose the above obligations on the customer's own customers.

- 17.6 Should any provision of these GTC be or become invalid or unenforceable in whole or in part, or should there be any omissions, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision. In the event of a loop-hole, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions shall be deemed to have been agreed if the contracting parties had considered the matter from the outset.