

General Terms of Sale and Delivery for the Domestic and International Markets

Status February 2020

1. Offer and conclusion of contract; definition of deliverables

1.1. Offers of HASYTEC Electronics GmbH HASYTEC d&p GmbH und HASYTEC rent GmbH (hereinafter referred as "Supplier"), the acceptance of the order and all deliveries and services are performed exclusively on the basis of the following "General Terms of Sale and Delivery". It is hereby expressly objected to the buyer's terms of purchasing; they shall also not obligate the Supplier if it does not again object to their applicability on the conclusion of the contract. The present General Terms of Sale and Delivery shall also apply to all future transactions between the parties to the contract, without requiring a repeated reference to the General Terms of Sale and Delivery. They shall also apply if the Supplier does not expressly refer to them in future contracts, in particular also if the Supplier performs deliveries and services to the buyer unconditionally in knowledge of opposing terms and conditions or terms and conditions deviating from these General Terms of Sale and Delivery.

1.2. The Supplier's offers are made subject to change and on the condition of the written order confirmation, unless it is expressly provided otherwise in writing.

1.3. All agreements, also such with representatives of the Supplier, shall become binding on the Supplier only upon written confirmation. Changes, amendments or side agreements require written confirmation for validity; this also applies to any potential waiver of the requirement of the written form. Confirmation by fax and email is held equal to the written confirmation. Verbal side agreements have not been made at the time of the inclusion of the General Terms of Sale and Delivery.

1.4. For the interpretation of internationally common contractual clauses, the Incoterms shall apply in the version valid at the time of the order confirmation, insofar as they do not differ from these General Terms of Sale and Delivery.

1.5. Promotional statements and the documents belonging to the offer, in particular illustrations, drawings, specifications of weights and dimensions, performance data, technical descriptions and datasheets, as well as the technical data and descriptions in the respective product information or advertising materials are non-binding. They shall become part of the contract only upon their explicit inclusion in the contract. Unless explicitly agreed otherwise, they shall represent neither any agreed properties nor warranties for properties or warranties for durability of the products to be delivered by the Supplier. Warranties are extended by the Supplier exclusively through an explicit written agreement with the buyer. The Supplier shall assume consulting obligations only on the basis of an explicit written agreement.

1.6. Changes in the construction, planning or shape of the objects of delivery, deviations in the design of the objects of delivery and changes in the scope of delivery during the delivery period remain reserved, provided that the objects of delivery are not modified significantly and that the changes are reasonably acceptable for the buyer. The Supplier expressly reserves making acceptable changes due to technical progress and improvement of the delivery.

1.7. These terms apply in relation to other entrepreneurs. In relation to consumers, the statutory provisions shall apply, if these terms are opposed by statutory provisions. The buyer is a consumer in the definition of Sec. 13 BGB [German Civil Code] if the purpose of the ordered deliveries and services cannot be primarily attributed to his commercial or self-employed professional activity. An entrepreneur according to Sec. 14 BGB, in contrast, is any natural person or legal entity or partnership with legal capacity, acting in exercise of its commercial or self-employed professional activity on the conclusion of the contract.

1.8. In addition to the General Terms and Conditions of Sale and Delivery for the domestic and foreign markets of the HASYTEC Group, our General Terms and Conditions of Lease in their current version apply to lettings.

2. Scope of the delivery obligation

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2.1. The scope of the delivery obligation results from the Supplier's written offer. If the buyer's order is not consistent with the Supplier's written offer, the order confirmation shall be decisive. Changes agreed in writing in retrospect remain unaffected.

2.2. Unless such parts and works are not listed separately as a part of the service in the order confirmation, the delivery does not include, in particular: cable routing, cable mounting and electrical connection works to be implemented on site, the casting of passages and tubes, other preparatory work and especially the setting up and provision of tools such as ladders, ventilation, scaffolds, mounting materials, and furthermore all energy and supply connections as well as the corresponding fastening for the devices to be installed.

2.3. The delivered products are provided with protection and safety equipment, which is required according to the general regulations applicable in the Federal Republic of Germany. All further equipment and measures in deviation or in excess thereof are to be reviewed within the sole responsibility of the buyer on the basis of the local conditions and must be notified to the Supplier on time for the submission of the offer. Later requests by the buyer for changes or supplementation will be considered only against separate consideration and only to the extent, as this is technically practicable.

2.4. If the Supplier has also accepted, besides delivery, the assembly and commissioning of the devices, this will be charged separately. For these purposes, the Supplier's Special Terms of Assembly apply.

2.5. The Supplier reserves all property rights, copyrights and rights of exploitation to all offers, drawings and other documents. They must not be disclosed to third parties. If the contract for the initiation of which the documents have been transferred does not come into being, drawings and other documents belonging to offers shall be returned without delay to the Supplier.

3. Software, software products

If the scope of delivery also includes software or software products (hereinafter "Software"), the following provisions shall apply:

3.1. The provision in this Sec. III covers both the system programs of the operating system as well as the application programs for the solution of the special operative tasks, including the source and product programs including the entire related manufacturer or user documentation, which is intended or suitable to promote the understanding or application of a computer program, in particular the problem descriptions, system analyses, user instructions, dataflow and program flowcharts, testing tools, etc. The applicability of these terms is independent of the respectively used programming language and the kind of the Software embodiment in the written form or the documentation on optional data carriers such as magnetic disks, magnetic tapes, hard drives, random access memories, compact disks, diskettes, microprocessors, etc.

3.2. The Software included in the scope of delivery has been developed by the Supplier itself or by order of the Supplier, or it is available to the Supplier based on a license from third-party companies for commercial use and dissemination. These programs and data for the computer-controlled automated operating mode of the delivered products and machinery are in part copyrighted works according to Sec. 2 (1) no. 1 UrhG [German Copyright Act]. The programs and their accompanying documentation have furthermore been developed by the licensor, the Supplier or on behalf of the Supplier at substantial expense of effort and cost. They are not generally known, but represent business and trade secrets that are entrusted to the buyer and the buyer undertakes to the Supplier to treat these as strictly confidential.

3.3. The Supplier shall grant the buyer a simple, non-exclusive right to use the Software. The right to use is substantively limited to the control of those machines for which the Software has been delivered. The right of use is limited in time to the useful life of the delivered machine. Without explicit written agreement of the Supplier, it is not transferable to third parties. In the event of a sale of the delivered products to third parties, the Supplier shall be obligated to grant its agreement only if the purchaser unconditionally and bindingly assumes all obligations that arise for the buyer regarding the Software based on these terms. The buyer shall in that case transfer the complete Software to the purchaser without retaining any copies.

3.4. The buyer undertakes to treat the Software, as described in Sec. 1, which is entrusted to him, as confidential and to destroy it when the delivered machinery is decommissioned. The buyer is obligated to prohibit access of third parties to an object that stores or renders the Software and to prevent this possibility by means of suitable measures.

3.5. The buyer undertakes to refrain from:

- (i). copying or reproducing the Software, and notably regardless by which means or in what form;
- (ii). decoding or decompiling or in any other way disclosing the Software and/or the underlying source codes;
- (iii). selling, renting, licensing or in any other way providing the Software for use to a third party or using the Software or a prohibited copy or imitation of the Software for the purpose of controlling a product with capacities to process information; this shall not include the product delivered by the Supplier for which the respective program is intended.
- (iv). Substantive modifications of the delivered Software also for the purpose of adjustment by the buyer are permissible only upon the prior written consent of the Supplier.

3.6. The buyer's obligations for confidentiality, refraining from reproduction, dissemination, modification, use contrary to the contract on the basis of the foregoing provisions shall also continue to apply after the execution of the respective contract and also after any loss or destruction of the delivered products. The obligations shall end only upon the lapse of the intellectual rights protected under the agreements in Sec. III or on the company secrets becoming public knowledge.

4. Prices

4.1. The prices apply, unless agreed otherwise, subject to change, ex-factory of the Supplier and do not include costs such as packaging, carriage, freight and setup. The value added tax in the respective statutory amount as applicable on the delivery date is added to the prices.

4.2. The prices are based on the production costs at the time of the order confirmation. Price changes by the Supplier are permissible if more than two months are between the conclusion of the contract and an agreed delivery date. If, in that case, the production costs increase up until the date of the delivery through the increase of charges, raw materials, supplies, energy, freight or wages, the Supply shall be entitled to appropriately increase or reduce the price owed by the buyer (Sec. 315 BGB [German Civil Code]) according to the changes in the cost factors. On request, the Supplier shall demonstrate the reasons for a price adjustment to the buyer. The same proviso shall also apply if expenses are incurred by the Supplier through statutory measures whereby the production costs of the items to be delivered are increased. The price adjustment will become effective upon receipt of a corresponding price adjustment notice from the Supplier by the buyer. The buyer cannot derive a right to withdrawal from a price increase according to clause 1 and clause 2.

4.3. If freight costs, exportation/importation levies, customs duties, etc. are borne at fixed rates by the Supplier, any increases in fees occurring up to the delivery shall be borne by the buyer.

4.4. Packaging will be charged at the cost price. Packaging returned without postage prepaid will not be accepted.

5. Terms of payment

5.1. Unless agreed otherwise, payments will be due in advance. Otherwise, the payments shall be remitted as agreed in the contract.

5.2. In the event of a delay in payment, the buyer who is not a consumer (Sec. 13 BGB) will be charged default interest in the amount of 9 percentage points above the respective base interest rate.

5.3. If the buyer fails to pay due invoices or if a granted payment target is exceeded or the buyer's economic situation deteriorates after the conclusion of the contract, or if the Supplier receives negative information about the buyer casting doubt over the buyer's liquidity and credit rating after the conclusion of the contract, the Supplier shall be entitled to call the entire remaining debt of the buyer for payment and to demand advance payment or a security deposit or, after completed delivery, immediate payment of all receivables that are based

on the same legal relationship in modification of the concluded agreements. This shall apply in particular if the buyer discontinues its payments of if direct debit orders issued by the buyer are not settled, or if insolvency proceedings over the assets of the buyer were opened or if an application for the opening of insolvency proceedings is filed and the insolvency proceedings was not opened for a lack of assets.

5.4. If the buyer is in default of payment, the Supplier shall be entitled to withdraw from the contract after setting an appropriate period for payment and it has lapsed without result. After a withdrawal by the Supplier, the buyer shall be obligated to the Supplier to return the delivered products. In addition, the buyer shall refund the value loss to the Supplier, which has occurred on the object of delivery during its use according to specification by the buyer. The compensation for the value loss to be paid by the buyer is calculated on the basis of the agreed purchase price including the value added tax (gross price). The gross price shall be reduced periodically in equal annual amounts by depreciations for wear and tear according to the common useful life of the object of delivery – whereas the remaining useful life shall be assessed for used products – until it is completely depreciated. Insofar as the use begins or ends during a year, the proportionate annual amount shall be assessed for the first or last year of the use, whereas the month in which the use begins or ends shall be considered only if the buyer has used the object of delivery since the 15th day of the month already or not ended the use before the 16th day of the last month of use. The total of depreciation amounts results in the amount owed by the buyer as value compensation to the Supplier. Sec. 10.5 applies analogously to the buyer's obligation for the return of the object of delivery. Sec. 346 (3) remains unaffected.

5.5. If the conditions for a withdrawal from the contract are given according to Sec. V.4, the Supplier shall be entitled to demand damage compensation from the buyer, in addition to the claim for value compensation according to Sec. 4. Irrespective of the possibility to claim a higher loss, the Supplier shall be entitled to demand 25% of the net purchase price as flat damage compensation. It is up to the buyer to prove a lower loss.

5.6. The buyer shall be entitled to rights of set-off and withholding only if its counterclaim has been found valid by final and absolute judgement or if it has not been contested by the Supplier. The right to withholding shall furthermore be established only if the asserted counterclaim is based on the same contractual relationship as the Supplier's claim.

5.7. If a contract concluded between the Supplier and the buyer is cancelled in mutual agreement on the buyer's request, the buyer shall be obligated to compensate the entire costs incurred until that time including an appropriate gain to the Supplier. The Supplier is obligated to provide proof of the justification for its claim in a suitable form.

6. Reservation of title

6.1. All deliveries by the Suppliers are made subject to the reservation of title (Sec. 449 BGB) with the following expansions: The deliveries shall remain the property of the Supplier until payment of all of the Supplier's receivables – regardless of when they were created and regardless of the legal reason – even if payments on receivables specified separately have been made. In the case of on-account charges, the reserved property shall be deemed security for the Supplier's claim to the current balance. The reservation of title applies in particular also to all of the Supplier's receivables resulting from assembly, repairs, spare parts and accessories deliveries, costs of configuration and insurance costs.

6.2. Before the transfer of ownership to the buyer, sale, pledging or transfer of the delivered products by way of security is prohibited.

6.3. In the event of pledging or other interference by third parties in the object of delivery, the buyer shall be obligated to immediately inform the Supplier thereof. The Supplier can demand compensation from the buyer for any costs arising from interventions in exchange for the assignment of its cost compensation claims against the third party.

6.4. Prior to the transfer of ownership, the buyer shall be obligated to treat the object of delivery with care. If it is a high-value good, the buyer shall insure the object of delivery in the value as new for theft, fire and mains

damages at its own cost and in favour of the Supplier and prove this insurance to the Supplier on request. Insofar as maintenance and inspection work is required, the buyer must conduct such at its own costs within due time.

6.5. The Supplier or a representative of the Supplier shall have the right until fulfilment of all claims under the contractual relationship to access the setup site.

6.6. In the case of any conduct by the buyer contrary to the contract, in particular in the event of a default on payment, the Supplier shall be entitled to withdraw from the contract – notwithstanding any further (damage compensation) claims in the Supplier’s entitlement – and collect the delivered products. The buyer shall be obligated to surrender the delivered products. The Supplier shall be obligated to liquidate the object of delivery after reclaiming it. The liquidation proceeds shall be deducted from the buyer’s liabilities– less the appropriate costs for the liquidation.

6.7. If the reservation of title is not effective pursuant to foreign law within the area of applicability in which the delivered products are located, such security shall apply as agreed, which comes closest to the reservation of title in said jurisdiction or in terms of its effects. If the buyer’s cooperation is required for the respective right to be established, it shall be obligated on the Supplier’s request to take all measures at its own cost that are necessary to establish and preserve this right.

6.8. The Supplier is obligated on request by the buyer to release securities to the extent, as the sum of all securities held by the Supplier exceed the total of the Supplier’s receivables from the buyer by more than 10%:

7. Delivery period and delivery delay

7.1. The delivery period follows from the agreements made. It begins – unless agreed otherwise – on the day of the receipt of the order confirmation, but not before all commercial and technical questions relevant for the execution of the delivery have been clarified between the Parties, and the buyer has fulfilled all of its obligations such as obtaining any required certificates or approvals from authorities or remittance of a prepayment. If these conditions are not fulfilled, the delivery period will be prolonged appropriately. An appropriate prolongation of the delivery period shall also apply upon a subsequent change to the original order by the buyer. The delivery period will begin regardless of the buyer’s cooperation duties upon receipt of the order confirmation by the buyer if the Supplier is responsible for the delay.

7.2. The adherence to the delivery period is subject to the correct and timely receipt of supplies by the Supplier. The Supplier shall notify of any delays as soon as these become anticipatable.

7.3. The delivery period will be deemed adhered to if the object of delivery has left the Supplier’s factory by the end of the period. If it has been agreed that the object of delivery will be picked up by the buyer or a representative of the buyer, the delivery period will be observed when the buyer has been informed of the readiness for shipment. If an acceptance is required, the acceptance date shall be decisive for the adherence to the delivery period, except in the case of a justified refusal of acceptance. In case an acceptance is delayed by the buyer, the information of the readiness for acceptance from the Supplier shall be decisive.

7.4. If the shipment or the acceptance of the object of delivery is delayed for reasons in the buyer’s responsibility, the costs incurred through the delay will be charged to it starting one month after the notification of the readiness for shipment or acceptance.

7.5. In the event of force majeure and other unpredictable, extraordinary circumstances outside of the Supplier’s responsibility, e.g. business interruptions caused by fire, water and other circumstances, outage of production plants and machinery, delivery period exceedances or delivery outage on the part of suppliers, as well as business interruptions due to a shortage of raw materials, energy or manpower, or strike, lockout, difficulties in the procurement of the means of transportation, traffic congestions, intervention by authorities, the Supplier – insofar as the Supplier is prevented from the timely fulfilment of the performance obligations at none of its fault because of said circumstances – shall be entitled to postpone the delivery or performance for the duration of the obstruction plus an appropriate lead time. If the delivery or performance is delayed by more than three months, both the Supplier as well as the buyer will be entitled to withdraw from the contract in respect of the delivery

quantity or the performances affected by the delivery obstruction in exclusion of any damage compensation claims.

7.6. The Supplier shall be entitled to make partial deliveries and partial performances within the agreed delivery and performance periods where this is reasonably acceptable to the buyer.

7.7. The Supplier shall furthermore be liable to the buyer in the event of a delivery or completion delay at its fault for any damage due to delays, only for the amount of a flat default compensation of 0.5% of the net purchase price for each full week of the delay, whereas at most 5% the agreed purchase price for the part of the total delivery that is affected by the delay, if and insofar as the buyer has incurred a loss in at least this amount. This shall not apply if the Supplier has compulsory liability for gross negligence or injury to life, body or health. The Supplier expressly reserves proof that the buyer has not incurred any loss through the delay or a substantially lower one than the aforementioned flat sum.

7.8. In all cases of default, the Supplier's obligation to pay damage compensation shall be limited in accordance with the provisions of Sec. 11.

8. Transfer of risk

8.1. The delivery shall be made, unless expressly agreed otherwise in writing between the Supplier and the buyer, ex-factory of the Supplier. In that case, the risk of accidental loss and accidental deterioration of the objects of delivery shall transfer to the buyer upon their provision for pickup or receipt of the notice of the provision by the buyer. For the rest, the risk of accidental loss and accidental deterioration of the objects of delivery shall transfer to the buyer upon the handover of to the freight forwarder. The risk of accidental loss and accidental deterioration of the objects of delivery shall also be borne by the buyer if partial deliveries are made or if the Supplier has also taken on further services, e.g. the shipment costs or the transport to the buyer. If the shipment is delayed due to circumstances that are within the buyer's responsibility, the risk shall transfer to the buyer upon the readiness for shipment.

8.2. Delivered objects shall also be accepted by the buyer if they have insignificant deviations or deficiencies, without prejudice to its rights under Sec. X.

9. Shipment and packaging; setup

9.1. The shipment and packaging shall be at the sole discretion of the Supplier and at the cost of the buyer. Packaging, the route of transport and the means of transport are left up to the Supplier's choice in absence of any separate agreement.

9.2. The Supplier is entitled to insure the shipment at the buyer's cost for breakage, damages from transport, fire, water and theft if the objects of delivery are of high value.

9.3. If the Supplier has additionally taken on the assembly of the delivered machines, the Supplier's Special Terms of Assembly shall apply in addition.

10. Buyer's claims of defects

10.1. The buyer shall be entitled to claims of defects only if it has duly fulfilled its obligations for inspection and notification of defects (Sec. 377 HGB [German Commercial Code]). The buyer shall notify the Supplier of detectable defects in writing without delay, whereas at the latest within 7 working days following as of delivery of the products. Hidden defects shall be notified to the Supplier in writing without delay, whereas at the latest within 7 working days following the discovery. Hidden defect shall be notified in writing at the latest within 12 months from the transfer of risk. The defective product shall be made available to the Supplier for inspection on request.

10.2. In the case of used products or products that have been agreed to be declassified, and in the case of insignificant reductions of the value or suitability for use of the delivered products, the buyer shall not be entitled to the rights of warranty for defects. The same shall apply – regardless of the buyer's status as consumer – in

case of deviations, in particular in dimensions, weights, performance data or colours that move on the scale of the regular industry tolerances. Likewise excluded are warranty claims of the buyer – regardless of the buyer's status as consumer – if damages on the delivered products or other objects of legal protection of the buyer are due to improper use of the product, incorrect assembly or commissioning by the buyer or third parties, natural wear and tear, improper or negligent handling of the product, use of unsuitable supplies, replacement materials, deficient construction work outside of the Supplier's responsibility, chemical, electrochemical or electric influences, which are none of the Supplier's fault.

10.3. If there is a defect on items delivered by the Supplier, the Supplier shall be obligated at its own choice to either subsequent fulfilment in the form of the correction of defects or delivery of a new item without defects. In the case of the correction of the defect, the Supplier shall be obligated to bear all expenses required for the purpose of correcting the defect, in particular transport, travel, work and material costs, insofar as these are not increased for the reason that the object of purchase has been transported by the buyer to a place other than the place of fulfilment. Any objects of delivery or parts replaced within the scope of the subsequent fulfilment shall become the Supplier's property.

10.4. The buyer shall grant the Supplier the required time and ample opportunity to implement the correction of a defect or subsequent fulfilment. Otherwise, the Supplier shall be exempted from liability for the consequences arising from this.

10.5. In the event of a withdrawal from the contract by the buyer, the delivered product shall be returned to the Supplier by the buyer at the place of fulfilment according to Sec. 13.1. If the delivered product is at a place other than the place of fulfilment (setup location), the transport from the setup location to the place of fulfilment shall be implemented by the buyer at its own cost and risk.

10.6. If the Supplier is not willing or not able to provide subsequent fulfilment, in particular if such is delayed beyond reasonable periods for reasons within the Supplier's responsibility or if the subsequent fulfilment fails in any other way or if the kind of subsequent fulfilment is not acceptable to the buyer, the buyer shall be entitled at its choice to withdraw from the contract or to demand a reduction of remuneration. If only an insignificant defect is present, the buyer shall merely have a right to reduce the remuneration. If the buyer has incurred a damage due to defects on the objects delivered by the Supplier or if it has spent useless expenses, the Supplier's liability for such shall be determined according to Sec. 11.

10.7. If the buyer or a third party reworks the delivered product improperly by order of the buyer, the Supplier will not be liable for any resulting consequences. The same applies to any modifications of the object of delivery that are made without the Supplier's prior consent and which have led to a defect or damage.

11. Liability

11.1. Liability of the Supplier to the buyer and third parties for damages or useless expenses – regardless of the legal reason – shall apply only if the damage or the useless expenses

- (i). have been caused by the Supplier or a vicarious agent through culpable breach of such a duty, the fulfilment of which enables the proper execution of the contract in the first place and the fulfilment of which the buyer may regularly rely upon ("essential contractual duty"); or
- (ii). are due to an intentional or gross negligent breach of duty by the Supplier or one of its vicarious agents.

In deviation from Sec. 11.1, the Supplier shall be liable for damages or useless expenses that have been caused by consulting and/or information not to be remunerated separately, only in the case of intentional or gross negligent breach of duty, provided that this breach of duty does not constitute a property defect of the product delivered by the Supplier.

11.2. If the Supplier is liable according to Section 11.1 for the breach of an essential contractual duty without gross negligence or intent being established, the liability for damage compensation shall be limited to the predictable, typically occurring damage. In that case, the Supplier shall in particular not be liable for the buyer's lost profit and unpredictable indirect consequential damages. The liability limitations according to clauses 1 and 2 shall apply equally to damages that are caused due to gross negligence or intent by employees or

representatives of the Supplier, provided that these are not members of the Supplier's Board of Directors or executive staff.

11.3. The liability limitations specified above in Sec. XI. 1 and 2 shall not apply if the liability is compulsory on the basis of the provisions of the Product Liability Act or if claims are brought against the Supplier for an injury to life, body or health. If a product delivered by the Supplier is missing an assured property and condition, the Supplier shall be liable only for such damages, the avoidance of which was the subject of the assurance.

11.4. A further liability for damage compensation than that provided for in Sec. 11. 1-3 is excluded – regardless of the legal nature of the claim asserted. This shall apply in particular also to damage compensation claims arising from fault in conclusion of a contract, positive breach of contract or for claims based on tortious act.

11.5. Insofar as the Supplier's liability for damage compensation in relation to the buyer or third parties is excluded or limited according to Sec. 11. 1-4, this shall also apply with regard to the personal liability of the Supplier's workers, staff, employees, representatives and vicarious agents.

12. Order-specific supply parts and production equipment

12.1. Order-specific production equipment such as machines, testing and checking gauges and supply parts (raw parts, accessories, attachment and installation parts) that are provided by the customer shall be shipped free of charge. The compliance of the production equipment and supplied parts provided by the customer with the contractual specifications or the drawings or samples provided to us shall be verified by us only upon explicit agreement. The Supplier does not accept any liability for, e.g. completeness, functionality, mode of functioning or damages.

12.2. Any parts that are provided by the customer and to be used by us against an appropriate surcharge must meet the assured requirements and agreements (e.g. dimensional accuracy and material) and be delivered in a fault-free condition by the customer. Free replacements shall be delivered for parts becoming useless through scrapping.

12.3. The check of supply parts for fault-free condition is the customer's responsibility. Additional costs that arise on our side from any components that are not fault-free can be passed on to the customer. Costs that arise from any supply parts that are not fault-free after our processing at the customer's site cannot be passed on to us.

12.4. The supply parts shall be treated and stored with care by us. We are not be liable for accidental loss or deterioration of the supply parts. We can return any of the customer's supply parts that no longer needed by us at its cost and risk or, if the customer does not follow our request to pick them up within an appropriate period, we can retain them at the usual costs and destroy them after setting an appropriate period and giving a warning.

13. Limitation

13.1. The buyer's claims of defects on products delivered by the Supplier or on services performed by the Supplier in breach of its duty – including damage compensation claims and claims for the refund of useless expenses – shall lapse by limitation within one year, unless stated otherwise in the following Sec. XII. 2 and 3. The limitation period for the buyer's claims in the definition clause 1 begins

- (i). in the case of purchase agreements with delivery;
- (ii). in the case of contracts for work and services and contracts for work and material with acceptance;
- (iii). in all other cases on the statutory start of the limitation period.

13.2. For defects on a building or objects of delivery that are used for a building according to their regular purpose of use and which have caused the building's deficiency, the buyer's claims shall lapse by limitation within 5 years starting from delivery (in the cases specified in Sec. 12. 1) or acceptance (in cases according to Sec. 12. 1).

13.3. If the Supplier has failed, contrary to its duty, to perform consultation and/or information that is not to be remunerated separately, without the Supplier having delivered products in connection with the information or consulting and without the consulting or information in breach of duty representing a property defect of the delivered product, any claims against the Supplier based thereon shall lapse by limitation within one year as of

the statutory start of the limitation period. Insofar as the consulting or information in breach of duty represent a property defect of the product delivered by the Supplier in connection with the information or consulting, the provisions agreed in Sec. 1, 2 and 3 shall apply regarding the limitation of the rights derived from such.

13.4. The provisions agreed in Sec. 1 to 4 shall not apply to the limitation of claims arising from the injury to life, body or health nor to the limitation of claims according to the Product Liability Act nor legal defects of the products delivered by the Supplier, which are constituted in the right in rem of a third party based on which the surrender of the product delivered by the Supplier can be demanded. They furthermore do not apply regarding the limitation of the buyer's claims that are based on the Supplier having maliciously concealed defects on the delivered products or performed services. In the cases under this Sec. XII.4, the statutory limitation periods shall apply for the limitation of the claims.

14. Warranty and guarantee

14.1. By accepting the delivery or accepting the installation, whichever comes first, you, the buyer, confirm that the goods have been properly taken over without defects and without external damage

14.2. The warranty extends only to material or manufacturing defects. No warranty claims can be made for damage caused by improper handling or failure to observe the relevant manual. In the event of improper handling or non-observance of the respective manual, the warranty claim expires.

14.3. The manufacturer or the responsible service partner can choose to remedy the defect at the place of use or by a replacement delivery. Shipping and transport costs are borne by the buyer. Claims other than the right to rectification of defects are not justified by this warranty. We are only liable for damage due to late or inadequate rectification of defects by the manufacturer in the event of intent or gross negligence.

14.4. Warranty claims can only be made for devices that have not been repaired by the customer or unauthorized third parties. The warranty is only for original parts. The warranty claim must be made within the warranty period with us or the responsible service partner upon presentation of the proof of purchase.

14.5. Additional guarantees and their conditions are specified and regulated in the respective product manuals and are handed out on request.

14.6. The manufacturer explicitly states that also in case of any justified warranty claims or claims under guarantee, any possible additional consequential, cleaning or remedy costs are not carried by the manufacturer or his service partners.

15. Miscellaneous agreements

15.1. The place of fulfilment and the exclusive place of jurisdiction for all claims arising between the Supplier and the buyer shall be the place of the Supplier's registered office as entered in the commercial register, provided that no legal regulations are opposed. The Supplier, however, is also entitled to file suit at the place of the buyer's registered office.

15.2. Exclusively German law governs the contractual relations, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.3. Without the Supplier's explicit agreement, the buyer may neither transfer its rights or claims against the Supplier, in particular not such arising from the contractual relationship established between the Supplier and the buyer, for example, warranty rights, whether in full or in part, to third parties nor pledge these to third parties; Sec. 354a HGB shall remain unaffected thereof.

15.4. Even if individual points of the contract are invalid, the contract in the remaining part shall remain in full force and effect. Instead of the invalid points, the statutory regulations shall apply where such exist. If this was to represent unacceptable hardship for one of the Parties, the contract on the whole shall become invalid however.

Only the original German-language version of these Terms and Conditions are legally binding.