

General Terms and Conditions of Sale and Delivery of D+P, Dosier- u. Prüftechnik GmbH, Emil-Eigner-Str. 3, 86720 Nördlingen, Germany

§ 1 General provisions

1.1 These General Terms and Conditions of Sale and Delivery (GTC) shall apply to our (hereinafter referred to as "Supplier"), including future, deliveries and services (including information and advice) in dealings with companies (hereinafter referred to as "Customer"). Entrepreneurs within the meaning of these Terms and Conditions are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who act in the exercise of a commercial or independent professional activity. These General Terms and Conditions shall be deemed accepted upon entering into the business relationship and shall apply for the duration thereof.

1.2 These GTC shall apply exclusively to the legal relationship between the Supplier and the Customer in connection with the deliveries and/or services of the Supplier (hereinafter referred to as "Deliveries"). The Purchaser's GTC shall only apply insofar as the Supplier has expressly agreed to them in writing. The scope of the deliveries shall be determined by the mutually agreed written declarations.

1.3 The Supplier reserves its unrestricted rights of use and exploitation under property and copyright law to cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents may only be made accessible to third parties with the prior consent of the Supplier and must be returned to the Supplier immediately upon request if the order is not placed with the Supplier. Sentences 1 and 2 shall apply accordingly to the Purchaser's documents; however, these may be made accessible to third parties to whom the Supplier has permissibly transferred deliveries.

1.4 Partial deliveries are permissible insofar as they are reasonable for the customer.

1.5 The term "claims for damages" in these GTC also includes claims for reimbursement of futile expenses.

§ 2 Offer and conclusion of contract

2.1 The Supplier's offers are non-binding until accepted by the Purchaser and may be revoked by the Purchaser at any time until receipt of the declaration of acceptance in text form.

2.2 The Supplier shall endeavor to ensure the best possible accuracy in the case of information on dimensions and weights, illustrations and descriptions. However, these details are only binding for the execution if they are expressly confirmed as binding by the supplier when

the contract is concluded; this also applies if the order was preceded by an offer from the supplier. Gross weights and box dimensions can only ever be stated as approximations.

§ 3 Prices and offsetting

3.1 The prices are ex works excluding packaging plus the applicable statutory value added tax.

3.2 If the Supplier is responsible for installation or assembly and unless otherwise agreed, the Purchaser shall bear all necessary ancillary costs such as travel and transportation costs and allowances in addition to the agreed remuneration.

3.3 The customer may only offset claims that are undisputed or have been legally established.

§ 4 Terms of payment

4.1 Unless other payment terms have been agreed, payments shall be made as follows: Within 14 days of the invoice date without any deductions. Payment shall be made by bank transfer. The date of receipt by the supplier shall be decisive for the timeliness of payment.

4.2 The Supplier's claims shall become due immediately if and to the extent that the Supplier's claim for payment is jeopardized as a result of subsequently occurring circumstances which result in a significant deterioration in the Purchaser's financial situation. In such cases, the Supplier shall continue to be entitled to execute outstanding deliveries only against advance payment or provision of security

§ 5 Delivery time

5.1 The delivery time shall be the date specified in text form in the order confirmation. If the customer does not provide the documents to be procured by him, such as necessary approvals and releases, in particular of plans, as well as compliance with the agreed terms of payment and other obligations in good time, the delivery time shall be extended accordingly.

5.2 If the Supplier is prevented from fulfilling its obligation after conclusion of the contract due to the occurrence of unforeseeable, unusual circumstances which it could not avert despite reasonable care in the circumstances of the case, in particular operational disruptions, official sanctions and interventions, delays in the delivery of essential raw materials, energy supply difficulties, the delivery period shall be extended to a reasonable extent insofar as these circumstances lead to delays. The same

shall apply to virus and other attacks by third parties on the Supplier's IT system, insofar as these occur despite compliance with the usual care in protective measures. If delivery becomes impossible due to these circumstances, the Supplier shall be released from the obligation to deliver.

5.3 In the event of strikes and lockouts, the delivery period shall be extended to a reasonable extent if these events lead to delays. If delivery becomes impossible, the supplier shall be released from his obligation to deliver.

5.4 If the supplier proves that, despite careful selection of his suppliers and despite conclusion of the necessary contracts on reasonable terms, he was not supplied on time by his suppliers, the delivery period shall be extended by the period of delay caused by the failure of the suppliers to deliver on time. In the event of impossibility of delivery by the suppliers, the supplier shall be entitled to withdraw from the contract

5.5 Both claims for damages by the Purchaser due to delayed delivery and claims for damages in lieu of performance are excluded in all cases of delayed delivery, even after expiry of any deadline set to the Supplier for delivery. This shall not apply in cases of liability based on intent, gross negligence or injury to life, body or health. The Purchaser may only withdraw from the contract within the framework of the statutory provisions if the Supplier is responsible for the delay in delivery. The above provisions do not imply a change in the burden of proof to the detriment of the Purchaser. At the Supplier's request, the Purchaser is obliged to declare within a reasonable period of time whether it is withdrawing from the contract due to the delay in delivery or insisting on delivery.

§ 6 Shipment and transfer of risk

6.1 If dispatch (loading and transportation) of the goods is delayed for a reason for which the customer is responsible, the supplier shall be entitled to store the goods at the customer's expense and risk and to the exclusion of the supplier's liability, to take all measures deemed appropriate to preserve the goods and to invoice the goods as delivered. The same shall apply if goods notified as ready for dispatch are not called off within four days.

6.2 If the goods are sent to the customer at the customer's request, the risk of accidental loss and accidental deterioration of the delivery item shall pass to the customer when the delivery item is handed over to the forwarding agent, carrier or shipping agent. This shall also apply if the shipment is not made from the place of performance and/or the supplier bears the freight costs.

6.3 The risk shall pass to the customer as follows, even in the case of carriage paid delivery:

a. in the case of delivery without installation or assembly, if it has been dispatched or collected; at the request and expense of the customer, the delivery will be insured by the supplier against the usual transportation risks;

b. in the case of delivery with installation or assembly on the day of acceptance at the customer's own premises or, if agreed, after successful trial operation.

6.4 If dispatch, delivery, the start or performance of installation or assembly, acceptance in the customer's own plant or trial operation is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer.

§ 7 Installation and assembly

Unless otherwise agreed in writing, the following provisions shall apply to installation and assembly:

7.1 The customer must accept the goods at his own expense and provide them in good time:

a. all earthworks, construction work and other ancillary work outside the industry, including the necessary skilled and unskilled labor, building materials and tools;

b. the equipment and materials required for assembly and commissioning, such as scaffolding, lifting gear and other devices, fuels and lubricants;

c. Energy and water at the point of use, including connections, heating and lighting;

d. sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, apparatus, materials, tools, etc. at the installation site and adequate working and recreation rooms for the installation personnel, including sanitary facilities appropriate to the circumstances; in addition, the Purchaser shall take the same measures to protect the property of the Supplier and the installation personnel at the construction site as it would take to protect its own property;

e. Protective clothing and protective devices that are required due to special circumstances at the installation site;

f. Guarantee of all pneumatic and electrical preparatory work required for installation and assembly.

7.2 Prior to the start of the installation work, the customer must provide the necessary information on the location of concealed electricity, gas and water pipes or similar installations as well as the necessary structural data without being requested to do so.

7.3 Before the start of installation or assembly, the materials and objects required for the start of the work must be available at the installation or assembly site and all preparatory work must have progressed to such an extent that the installation or assembly can be started as agreed and carried out without interruption. Access routes and the installation or assembly site must be leveled and cleared.

7.4 If the installation, assembly or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the reasonable costs for waiting time and any additional travel required by the Supplier or the assembly personnel.

7.5 The Purchaser shall immediately certify to the Supplier on a weekly basis the duration of the working time

of the assembly personnel as well as the completion of the installation, assembly or commissioning.

7.6 If the Supplier demands acceptance of the delivery after completion, the Purchaser must carry this out within two weeks. Acceptance shall be deemed to have taken place if the Purchaser allows the two-week period to elapse or if the delivery has been put into use - if applicable after completion of an agreed test phase.

§ 8 Acceptance

The customer may not refuse to accept deliveries due to insignificant defects.

§ 9 Warranty and liability

The supplier shall be liable for material defects as follows:

9.1 The deliveries are free of material defects if they comply with the subjective requirements, the objective requirements and the assembly requirements of § 434 BGB at the time of transfer of risk. If the parties have agreed on the quality of the goods, the question of whether the deliveries meet the objective requirements shall be based exclusively on this quality agreement. Sentence 2 does not apply if the last contract in the supply chain is a purchase of consumer goods.

9.2 All those parts or services which have a material defect shall, at the discretion of the Supplier, be repaired, replaced or provided again free of charge, provided that the cause of the defect already existed at the time of the transfer of risk.

9.3 Claims for subsequent performance shall lapse twelve months after the statutory limitation period begins; the same shall apply to withdrawal and reduction. This period shall not apply if the law prescribes longer periods in accordance with §§ 438 Para. 1 No. 2 (buildings and items for buildings) and 634a Para. 1 No. 2 (construction defects) BGB, in the case of intent, fraudulent concealment of the defect and non-compliance with a quality guarantee. Claims for reimbursement of expenses by the purchaser in accordance with § 445a BGB (recourse of the seller) shall also expire twelve months after the statutory limitation period begins, provided that the last contract in the supply chain is not a purchase of consumer goods.

9.4 The statutory provisions on suspension of expiry, suspension and recommencement of the time limits shall remain unaffected. The suspension of expiry pursuant to § 445b (2) BGB shall in any case end no later than five years after the date on which the supplier delivered the item to the seller. This does not apply if the last contract in the supply chain is a sale of consumer goods or in the cases listed in para. 3 sentence 2.

9.5 Notification of defects by the customer must be made in writing without delay (§ 377 HGB).

9.6 In the event of claims for defects, payments by the customer may be withheld to an extent that is in reasonable proportion to the material defects that have occurred. The Purchaser shall have no right of retention if its claims for defects are time-barred. If the notice of defects is unjustified, the Supplier shall be entitled to demand compensation from the Purchaser for the expenses incurred.

9.7 The Supplier shall be given the opportunity to remedy the defect within a reasonable period of time. The Purchaser shall provide the Supplier with the knowledge necessary for this purpose and, if applicable, only knowledge known to the Supplier.

9.8 If the subsequent performance finally fails, the customer may - without prejudice to any claims for damages in accordance with paragraph 12 - withdraw from the contract or reduce the remuneration.

9.9 In particular, claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or which arise due to special external influences which are not assumed under the contract, or in the event of non-reproducible software errors. If the customer or third parties carry out improper modifications, installation/removal or repair work, no claims for defects shall exist for these and the resulting consequences.

9.10. Claims of the Buyer for expenses incurred for the purpose of subsequent performance are excluded insofar as the expenses increase because the object of the delivery has subsequently been taken to a place other than the Buyer's branch office, unless the transfer corresponds to its intended use. This shall apply mutatis mutandis to claims for reimbursement of expenses by the Purchaser pursuant to § 445a BGB (recourse of the Seller), provided that the last contract in the supply chain is not a sale of consumer goods.

9.11. Recourse claims of the Purchaser against the Supplier pursuant to § 445a BGB (recourse of the Seller) shall only exist to the extent that the Purchaser has not made any agreements with its customer that go beyond the statutory claims for defects.

9.12. Claims for damages by the customer due to a material defect are excluded. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with a quality guarantee, injury to life, limb or health and in the event of an intentional or grossly negligent breach of duty by the Supplier. A change in the burden of proof to the detriment of the Purchaser is not associated with the above provisions. Further claims or claims other than those regulated in this § 9 on the part of the Purchaser due to a material defect are excluded.

§ 10 Retention of title

10.1 The items of the deliveries (reserved goods) for which the purchase price claim is due immediately or for which a payment period of up to and including 14 days after delivery, delivery with installation/assembly or receipt of invoice has been agreed with regard to the due date of the purchase price claim shall remain the property of the Supplier until full payment has been made.

10.2 In all other cases, the objects of the deliveries (goods subject to retention of title) shall remain the property of the Supplier until all claims to which the Supplier is entitled against the Purchaser arising from the business relationship have been fulfilled. If the value of all security interests to which the Supplier is entitled exceeds the amount of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security interests at the request of the Purchaser; the Supplier shall be entitled to choose between different security interests for the release.

10.3 For the duration of the retention of title, the purchaser is prohibited from pledging or transferring ownership by way of security and resale is only permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that ownership is only transferred to the customer when the customer has fulfilled its payment obligations.

10.4 If the Customer resells goods subject to retention of title, it hereby assigns its future claims from the resale against its customers with all ancillary rights - including any balance claims - to the Supplier by way of security, without the need for any further special declarations. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title, the Customer shall assign to the Supplier that part of the total price claim which corresponds to the price of the goods subject to retention of title invoiced by the Supplier.

10.5.

a. The customer is permitted to process the reserved goods or to mix or combine them with other items. The processing is carried out for the supplier. The customer shall store the resulting new item for the supplier with the care of a prudent businessman. The new item is deemed to be reserved goods.

b. The Supplier and the Purchaser hereby agree that in the event of combination or mixing with other items not belonging to the Supplier, the Supplier shall in any case be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the combined or mixed reserved goods to the value of the other goods at the time of combination or mixing. In this respect, the new item is deemed to be reserved goods.

c. The provision on the assignment of claims pursuant to para. 4 shall also apply to the new item. However, the assignment shall only apply up to the amount corresponding to the value of the processed, combined or mixed reserved goods invoiced by the supplier.

d. If the customer combines the goods subject to retention of title with real estate or movable property, he shall also assign to the supplier by way of security, without the need for further special declarations, his claim to which he is entitled as remuneration for the combination, together with all ancillary rights, in the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of combination.

10.6 Until revoked, the purchaser is authorized to collect assigned claims from the resale. In the event of good cause, in particular default of payment, suspension of payment, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the Purchaser, the Supplier shall be entitled to revoke the Purchaser's authorization to collect. In addition, the Supplier may, after prior warning and subject to a reasonable period of notice, disclose the assignment by way of security, realize the assigned claims and demand disclosure of the assignment by way of security by the Purchaser to the Customer.

10.7 In the event of seizure, confiscation or other dispositions or interventions by third parties, the customer must notify the supplier immediately. If a legitimate interest is substantiated, the Buyer shall immediately provide the Supplier with the information required to assert its rights against the Customer and hand over the necessary documents.

10.8 In the event of breaches of duty by the Purchaser, in particular in the event of default in payment, the Supplier shall be entitled, after the unsuccessful expiry of a reasonable deadline set for the Purchaser to perform, to withdraw from the contract in addition to taking back the goods; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer is obliged to surrender the goods. The taking back or assertion of the retention of title or the seizure of the reserved goods by the Supplier shall not constitute a withdrawal from the contract, unless the Supplier has expressly declared this.

§ 11 Industrial property rights and copyrights; defects of title

11.1 The customer shall be responsible for checking whether the documents provided by the customer do not infringe any third-party rights, in particular copyrights, industrial property rights (design patents, patents, utility models, trademarks).

11.2 If claims are asserted against the Supplier by third parties due to the use, exploitation or reproduction of the documents and templates provided by the Customer or due to the infringement of copyrights and/or industrial property rights or due to the infringement of the law against unfair competition, the Customer shall support the Supplier in the defense against these infringements of rights and shall compensate the Supplier for all damages (including legal fees and litigation costs) incurred by the Supplier as a result.

11.3 The Customer shall not acquire any rights to the unalterable source codes of the software used by the Supplier.

§ 12 Reservation of fulfillment

12.1 The fulfillment of the contract is subject to the proviso that there are no obstacles due to German, US-American or other applicable national, EU or international regulations of foreign trade law as well as no embargoes or other sanctions.

12.2 The customer is obliged to provide all information and documents required for the export, shipment or import.

§ 13 Impossibility; contract adjustment

13.1 If delivery is impossible, the Purchaser shall be entitled to claim damages, unless the Supplier is not responsible for the impossibility. However, the Purchaser's claim for damages shall be limited to 10% of the value of that part of the delivery which cannot be used for its intended purpose due to the impossibility. This limitation shall not apply in cases of liability based on intent, gross negligence or injury to life, body or health; this does not imply a change in the burden of proof to the detriment of the customer. The right of the customer to withdraw from the contract remains unaffected.

13.2 If events within the meaning of § 5 (2) and (3) significantly change the economic significance or the content of the delivery or have a significant impact on the Supplier's business, the contract shall be adapted appropriately in good faith. If this is not economically justifiable, the supplier shall be entitled to withdraw from the contract. The same shall apply if necessary export licenses are not granted or cannot be used. If the Supplier wishes to exercise this right of withdrawal, it must inform the Buyer immediately after realizing the consequences of the event, even if an extension of the delivery period was initially agreed with the Buyer.

§ 14 Other claims for damages

14.1 Unless otherwise provided for in these GTC, claims for damages by the customer, irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded.

14.2 This does not apply if liability is as follows:

- a. under the Product Liability Act,
- b. in the case of intent,
- c. in the event of gross negligence on the part of owners, legal representatives or executives,
- d. in the event of fraudulent intent,
- e. in the event of non-compliance with an assumed guarantee,
- f. due to culpable injury to life, limb or health, or
- g. due to the culpable breach of material contractual obligations.

However, the claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless another of the aforementioned cases applies.

14.3 A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

§ 15 Declaration on conflict materials

The supplier is neither a trader nor a Union importer of conflict materials such as tin, tantalum and tungsten, their ores and gold and does not fall within the scope of application of Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold originating from conflict-affected and high-risk areas pursuant to Article 1 of that Regulation.

The supplier is therefore not subject to the rules and reporting obligations for conflict minerals in accordance with Regulation (EU) 2017/821. However, due to the complexity of the supply chains and multiple intermediaries, clear traceability back to the smelter is not possible. Conflict minerals, if present, would already be contained in processed form in the products of the supplier's suppliers.

The supplier is currently not aware of any information that conflict materials are used in its supply chains.

For the reasons stated above, the supplier waives any binding declarations or guarantees that its products are 100% free of conflict minerals from high-risk areas.

§ 16 Place of jurisdiction and applicable law

16.1 If the Purchaser is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Supplier's registered office. However, the Supplier shall also be entitled to bring an action at the Customer's registered office.

16.2 This contract, including its interpretation, shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 17 Binding nature of the contract

17.1 The contract shall remain binding in its remaining parts even if individual provisions are legally invalid. This shall not apply if adherence to the contract would represent an unreasonable hardship for one of the parties.

17.2 Amendments to these terms and conditions must be made in text form.

In case of discrepancies or ambiguities, the German version of these GTC shall prevail.

As at 13.12.2024