

# General Terms of Sale and Delivery

## I. General / Scope

1. These General Terms and Conditions (GTC) apply to all our business relations with our customers. The GTC shall only apply if the customer is an entrepreneur, a legal entity under public law or a special fund under public law.
2. The GTC shall apply to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers, as well as the provision of any services relating to the Customer's machinery/equipment. Unless otherwise agreed, the General Terms and Conditions in the version valid at the time of the Customer's order or in any case in the version last notified to the customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.
3. Our General Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly consented to their application. This consent requirement shall apply in any case, for example even if we carry out the delivery to the customer without reservation in the knowledge of the customer's GTC.
4. Individual agreements made with the customer in individual cases (including collateral agreements, supplements, and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the contents of such agreements.
5. Legally relevant declarations and notifications to be made to us by the customer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing to be effective.

## II. Quotation and Acceptance

1. Our quotations are subject to change and non-binding. Declarations of acceptance and all orders must be confirmed by us in writing or by telex to be legally effective.
2. The order of the goods by the customer is considered as a binding contract offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two weeks of its receipt by us.
3. Catalogs, technical documentation, other product descriptions and/or documents (e.g. drawings, illustrations, dimensions, weights and other performance data, etc.) shall only be binding if this is expressly agreed in writing.

## III. Prices and Payment Terms

1. Unless otherwise agreed in individual cases, our current prices valid at the time of conclusion of the contract shall apply, net ex works. Value added tax shall be charged separately at the rate applicable on the date of invoicing. The prices shall only apply to the respective order and shall not be binding for repeat orders.
2. Packaging, loading, freight, and insurance costs as well as assembly costs and costs of commissioning shall be invoiced additionally. The same applies to application-related software.  
Fees and costs for the procurement and certification of certificates of origin, consular invoices, permits and the like shall be charged separately to the customer. Any customs duties, fees, taxes, and other public charges shall also be borne by the customer.  
Fees and costs for the issuance of guarantees, letters of credits and the like shall be charged separately to the customer.  
Packaging and freight costs will be charged at cost price. Loaned pallets remain our property and are to be returned in perfect condition with the next delivery. The return of equivalent or similar pallets is permissible. If the return is not affected within one month after delivery, we shall charge the cost price. The customer is entitled to return transport packaging of our deliveries to our place of business. The packaging must be clean, free of foreign substances and sorted according to materials. Otherwise, we shall be entitled to charge the customer for the additional costs incurred in the disposal of the packaging.
3. When selling standard equipment, planning work, supplementary work and other engineering services are not part of the standard service and are not included in the prices. Documentation is provided in the form of standard operating manuals and standard wiring diagrams. Circuit diagrams and projecting regarding the specific case are not part of our services, neither are mains supply, switch-on control, external control and linking.
4. We shall be bound by the prices agreed for an order for four months from the conclusion of the contract. If longer periods for the provision of the delivery or service have been agreed, we shall be entitled, in the event of an increase in the cost of materials or labor, to make a pro rata surcharge for the cost increase that has occurred based on our original price calculation.
5. If no other agreements have been made, the price for deliveries or other services shall be paid within 14 days from the date of invoice and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole

or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

6. Bills of exchange and checks, which we reserve the right to accept, shall not be deemed payment until credited to our account. Costs and expenses shall be borne by the customer.
7. Upon expiry of the payment deadline in para. 5, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate shall remain unaffected.
8. The customer shall only be entitled to rights of set-off or retention to the extent that its claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter rights shall remain unaffected, in particular in accordance with Section VI. para. 6 sentence 2 of these GTC.

## IV. Supply and Performance

1. Supply and service deadlines and supply or service dates are only binding if we have confirmed them as such in writing. Otherwise, they are to be regarded as approximate and subject to change. Supply or performance periods shall be deemed to have been complied with if we notify readiness for dispatch within the agreed periods or agree a date for performance of the service. Reasonable partial deliveries and customary or reasonable deviations from the quantities ordered are permissible. Delivery periods shall be extended by the time during which we ourselves are not supplied correctly and/or on time.
2. An agreed delivery period shall not commence until the customer has submitted to us in full any documents, necessary approvals, releases and plans to be supplied by him and has made any agreed advance payment. Delivery periods shall furthermore be extended appropriately if the customer fails to comply with agreed terms of payment or other contractual obligations. The above shall not apply if we are responsible for the delay.
3. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. A case of non-availability of the performance in this sense shall be deemed to be, in particular, the failure of our supplier to deliver on time if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault, or we are not obliged to procure in the individual case.
4. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required. If we are in default of delivery, the customer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but in total not more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the customer has not suffered any damage or that the damage is significantly less than the aforementioned flat rate.
5. The rights of the customer according to section VIII. of these general terms and conditions and our legal rights, especially in case of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of the performance and/or supplementary performance), remain unaffected.
6. If the customer is in default with payments of any kind whatsoever or if there is a not merely insignificant deterioration in its financial circumstances, we shall be entitled to refuse performance and - if necessary after setting a deadline - to withdraw from the contract. In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare rescission immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. Such a deterioration of the financial circumstances is to be assumed, among other things, if bills of exchange or checks are protested, payment terms have been repeatedly exceeded or the limit set by a credit insurer has been exceeded or would be exceeded by the intended delivery.
7. Deliveries are made ex works. The risk of accidental loss and accidental deterioration shall pass to the customer upon delivery to the carrier, at the latest when the goods leave the factory. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have occurred if the customer is in default of acceptance.
8. If the dispatch or delivery of the goods is delayed at the request of the customer by more than one month after notification of readiness for dispatch, we may charge storage fees amounting to 0.5% of the price of the delayed delivery for each month or part thereof, but not more than a total of 5% of the delayed delivery. The proof of a higher damage and our legal claims (compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against

further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the lump sum.

#### V. Retention of Title

1. We retain title to the goods and services sold until full payment of all our current and future claims arising from the respective contract and the ongoing business relationship (secured claims).
2. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.
3. In case of breach of contract by the customer, in case of non-payment of the due price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or /and to demand surrender of the goods based on the reservation of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
4. Until revoked in accordance with (c) below, the customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
  - (a) The retention of title shall extend to the products resulting from the processing, mixing, or combining of our goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.
  - (b) The Customer hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the product in their entirety or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We accept the assignment. The obligations of the customer stated in paragraph 2 shall also apply in respect of the assigned claims.
  - (c) The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the customer's authorization to further sell and process the goods subject to retention of title.
5. We undertake, at the customer's request, to release the securities to which we are entitled under the above conditions at our discretion to the extent that their realizable value exceeds the total claim to be secured by more than 10%.

#### VI. Claims for Material Defects

1. The statutory provisions shall apply to the customer's rights in the event of material defects (including wrong and short delivery as well as improper assembly or defective assembly instructions), unless otherwise provided below.
2. The goods shall be delivered free of manufacturing and material defects; the period for asserting claims for defects shall be one year from delivery of the products. Insofar as acceptance has been agreed, the limitation period shall commence with the acceptance.
3. If operating or maintenance instructions are not followed, changes are made to the goods (e.g. software changes in the PLC program), parts are replaced or consumables are used that do not comply with the original specifications, claims for defects in the goods shall not apply if the customer does not refute a corresponding substantiated claim that only one of these circumstances caused the defect.
4. The customer's claims for defects presuppose that he has complied with his statutory obligations to examine the goods and to give notice of defects. If a defect becomes apparent during the inspection or later, we must be notified of this in writing without delay. The notification shall be deemed to be made without delay if it is made within two weeks, whereby timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, the customer shall notify us in writing of obvious defects (including incorrect and short deliveries) within two weeks of delivery, whereby timely dispatch of the notification shall also suffice to meet the deadline. If the customer fails to duly inspect the goods and/or notify us of defects, we shall not be liable for the defect not notified.
5. If the delivered goods are defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.
6. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be

entitled to retain a part of the purchase price which is reasonable in relation to the defect.

7. The customer shall give us the time and opportunity required for the subsequent performance owed, to hand over the goods complained about for inspection purposes. In the event of a replacement the customer shall give us the time and opportunity required for the subsequent performance owed, to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. The supplementary performance shall neither include the removal of the defective item nor the re-installation if we were not originally obligated to install the defective item. To return the defective item in accordance with the statutory provisions. Subsequent performance shall neither include the removal of the defective item nor the re-installation if we were not originally obliged to install the item.
8. We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs (not: removal and installation costs), if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred because of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the customer.
9. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the customer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be notified immediately of any such self-execution, if possible, in advance. The right of self-execution shall not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
10. If the subsequent performance has failed or a reasonable period to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there shall be no right of withdrawal.
11. Liability for normal wear and tear is excluded.
12. Claims for defects against us are entitled only to the direct customer and are not assignable.
13. Claims of the customer for damages or reimbursement of futile expenses exist even in the case of defects only in accordance with Section VIII and are otherwise excluded.
14. Insofar as used goods are delivered, liability for defects is excluded unless otherwise agreed in individual cases. This exclusion of liability for defects shall not apply in cases of intent or gross negligence or in cases in which the law otherwise provides for mandatory liability.

#### VII. Claims for Defects of Title

1. We shall be liable for the freedom of delivered goods from defects of title to the extent provided by law. We guarantee that goods delivered by us do not infringe industrial property rights or copyrights of third parties only regarding the country in which we have our registered office (Germany), unless otherwise agreed. We shall not be liable insofar as the infringement of such industrial property rights is based on instructions given by the customer or insofar as the infringement of rights is caused by unauthorized modifications to the goods or use of the goods by the customer deviating from the contractual use.
2. The contractual partner shall inform us immediately as soon as third parties assert an infringement of property rights. If this immediate information is not provided, claims for defects shall be excluded. 3.
3. Regarding the warranty period, Section VI, Paragraph 2 shall apply accordingly.
4. If justified claims are asserted by third parties within the warranty period, we may, at our option and at our expense, obtain a right of use for the Supplies concerned or modify the Supplies in such a way that they do not infringe the IPR, considering the contractual purpose, or deliver comparable goods which do not infringe the IPR. (5) Any claim based on defects shall be excluded.
5. A claim for defects by the contracting party shall be excluded if the contracting party itself conducts the negotiations with the third party or concludes agreements with the third party without our consent.

#### VIII. Other Liability

1. Unless otherwise stipulated in these General Terms and Conditions including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
2. Any liability of us towards the customer for damage not occurring to the goods themselves or to the machine/plant in respect of which services are rendered shall be excluded, irrespective of the legal basis underlying any claim of the customer. Therefore, any liability for indirect damage, indirect damage and consequential damage, e.g. loss of profit, loss of production, is excluded in particular. 3.
3. The limitations of liability resulting from paragraph 2 shall also apply to breaches of duty by persons for whose fault we are responsible in accordance with statutory provisions.
4. Exclusions and limitations of the supplier's liability shall not apply insofar as this is contrary to mandatory applicable law.
5. Due to a breach of duty that does not consist of a defect, the customer may only withdraw from or terminate the contract if we are responsible for the

breach of duty. Any free right of termination of the customer is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

#### IX. Industrial Property Rights

1. For all documents, objects and the like handed over to us for the purpose of delivery or performance, the customer shall be responsible for ensuring that the industrial property rights of third parties are not infringed thereby. We shall inform the customer of any third-party rights known to us. The customer shall indemnify us against claims of third parties and compensate us for any damage incurred. If we are prohibited by a third party from providing a service, manufacture, or delivery by invoking an industrial property right belonging to him, we shall be entitled - without examining the legal position - to discontinue the work and to demand compensation for our expenses. Documents, objects and the like which have been handed over to us and which have not led to the order will be returned on request against reimbursement of costs. Otherwise, we shall be entitled to destroy them three months after submission of the offer.

2. We reserve the property rights and copyrights to all samples, models, drawings, cost estimates, calculations, and similar information of a tangible or intangible nature - also in electronic form. Such information may not be made available to third parties. If the contractual partner receives such information in connection with the initiation of the contract, he shall be obliged to return it to us free of charge if the contract is not concluded.

The contractual partner shall be obliged to make all information expressly designated by us as confidential accessible to third parties only with our express consent.

3. Insofar as software is built into our goods, the customer shall have the non-exclusive, non-transferable right to use it in unmodified form in the goods supplied or in the machines/systems in respect of which we provide services.

#### X. Final Provisions

1. These terms and conditions and the entire legal relationship between us and the customer shall be governed by Swiss law. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

2. Any dispute, controversy or claim arising out of or in connection with these terms and conditions and/or any contract, including the validity, invalidity, breach, or termination thereof, shall be settled by arbitration in accordance with the Swiss International Arbitration Rules of the Swiss Arbitration Centre. The version of the Arbitration Rules in force at the time of submission of the Notice of Arbitration shall apply. The arbitral tribunal shall consist of three members; the seat of the arbitration shall be Zurich, Switzerland. The language of the arbitration proceedings shall be German.

3. The place of performance, payment and fulfillment for all obligations arising from the legal relationship with the customer shall be Krefeld, Germany.

4. The data necessary for the processing of the business transactions are stored by us at a central location.

5. If a provision in these terms and conditions or a provision within the framework of other agreements is or becomes invalid, this shall not affect the validity of all other provisions or agreements.

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