

Section 1 – Applicability of These Terms and Conditions of International Sale

(1) The terms stipulated in these Terms and Conditions of International Sale form an integral part of the contract. These Terms and Conditions of International Sale even apply if the preponderant portion of our obligations consists of the performance of work or other services. These Terms and Conditions of International Sale are binding. Any Client terms contrary to these Terms and Conditions of International Sale or to the statutory provisions shall not apply, even if we raise no objection or do not render or accept performance.

(2) These Terms and Conditions of International Sale shall not apply to Goods purchased for personal, family or household use, and that we knew or should have known were being purchased for said use prior to concluding the contract. In this regard, the Client hereby acknowledges that the Goods shall not be purchased for either personal or family/household use.

Section 2 – Conclusion of the Contract

(1) An order for Goods by a Client shall constitute a binding offer of contract.

(2) Provided we have not previously issued a binding offer which is then accepted by the Client by placing an order, the contract shall enter into force once we send the Client an order confirmation within ten (10) calendar days of the Client's order.

Section 3 – Applicable Law

(1) The contract and these Terms and Conditions of International Sale are subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG), specifically the English version dated April 11, 1980, and, as a subsidiary rule, by the Swiss Code of Obligations for those areas not regulated by the CISG. For the avoidance of doubt, the CISG and the Swiss Code of Obligations shall also apply to aspects not governed by the CISG, even if the preponderant portion of our obligations consists of the performance of work or other services. The CISG applies equally to agreements as to jurisdiction and arbitration.

(2) Where commercial terms are used, the International Chamber of Commerce Incoterms® 2020 shall apply, taking into account the provisions of these Terms and Conditions of International Sale.

Section 4 – Goods Requirements, Third-Party Rights

(1) Images, drawings and dimensional and weight specifications are only approximate. If Goods cannot be delivered as offered at such time as the contract is concluded because technical upgrades are underway in the serial production of said Goods, we are entitled to deliver the upgraded version. Our performance specifications assume good operating conditions, in particular with respect to the materials to be processed, the personnel involved, the exclusive use of original spare parts and proper maintenance.

(2) The Goods to be delivered must meet the specifications and quality standards stipulated in the document concluding our contract (for binding offers, this means our offer, provided said offer is accepted by the Client; otherwise, this means our order confirmation), taking into account the provisions in Section 4, Paragraph 1. Where we do not provide any specifications or quality standards, Goods are considered in conformity with the contract if they are suitable for purposes of customary use in Germany and for purposes for which the same type of good is typically used in Germany. Unless expressly agreed otherwise, the Goods need not comply with those rights and legal provisions applicable outside of Germany. Used Goods shall be supplied to the exclusion of any warranty of any kind.

(3) Should the Client plan to employ the Goods under atypical conditions or conditions that may represent a particular risk to the health and safety to people or the environment, the Client shall inform us of this in writing prior to concluding the contract. The Client shall furthermore undertake to notify us in writing if the Goods to be delivered are not intended to be appropriate exclusively for customary use, or are intended for processing unusual materials, or if the Client is assuming a certain degree of suitability, or is basing their expectations on public statements, advertising statements or other factors beyond the conclusion of the specific contract in question.

(4) Third-party rights and claims (in particular, rights and claims based on proprietary or commercial property rights) shall only constitute a defect of title if and insofar as these claims and/or rights are enforced and registered in Germany, and they impede use of the Goods in Germany.

Section 5 – Duty to Deliver; Transfer of Risk

- (1) We undertake to deliver the agreed Goods, and to do so in packaging appropriate to the means of transport.
- (2) Provided no other delivery method or Incoterms® clause has been agreed, delivery shall be made FCA per Incoterms® 2020. Even where Incoterms® 2020 C and D-category clauses have been agreed, the Client shall bear the transport costs, provided this is stipulated in the document concluding the contract or is listed on the same as a line-item cost.
- (3) Compliance with the delivery date and/or delivery deadline specified in our contractual document does not represent a material contractual duty, nor does failure to meet the delivery date and/or deadline represent a material breach of contract. Where a delivery deadline has been agreed, we reserve the right to specify the precise delivery time within that deadline.
- (4) All delivery dates and deadlines are dependent upon the Client meeting all of its own obligations in good time. In particular, the Client must promptly provide and/or authorize any permits, drawings, etc. and make all agreed payments on time.
- (5) We are entitled to provide partial deliveries and to invoice these separately.
- (6) Risk shall be transferred upon delivery as per Section 5, Paragraph 2. Should the Client reject the Goods, risk shall be transferred at such time as the Client fails to fulfill their obligation to accept the Goods.
- (7) In addition to the statutory rights to which we are entitled, we are entitled to suspend fulfillment of our obligations if there are reasonable indications that the Client will not fulfill its own contractual obligations, in particular that the Client will be unable to pay the agreed purchase price on time.

Section 6 – Delivery Note, Invoices, Other Documentation

- (1) We shall provide the Client with a delivery note that corresponds to our usual standards.
- (2) Regardless of the Incoterms® clause used, we are not required to ensure export clearance. However, we shall, at the Client's risk and expense, apply for any and all export licenses and customs formalities required, provided the Client has submitted to us all the information required for us to do so.
- (3) We are only required to provide the Client with such documentation where this is expressly stated in our contractual document.

Section 7 – Force Majeure

Neither Party shall be liable to the other, nor responsible, should they be either unable to fulfill in breach of the contract, if and insofar as said non-fulfillment and/or default are attributable to circumstances beyond the reasonable control of the respective Party, in particular: (a) flooding, fire, earthquake or explosion; (b) war, invasion, hostility (regardless of whether war has been declared), terrorist threats or acts, rioting or other civil unrest; (c) government regulations or laws; (d) measures, embargoes or blockades that enter into force after the contract date; (e) measures taken by a government authority; (f) a national or regional state of emergency, including pandemics or epidemics; (g) strikes or other work stoppages; (h) industrial or supply chain disruptions impacting the market in question; and (i) other actions, events or situations that are not reasonably under the respective Party's control (each referred to as a "Force Majeure Event"). This also includes instances where sub-suppliers are experiencing the above. The Party impacted by Force Majeure Event shall notify the respective other Party within 30 days of the Force Majeure Event (however, such notice is not a requirement for the existence of such Force Majeure Event nor for said Party to be excused from responsibility). The impacted Party shall specify the time frame for which the Force Majeure Event is expected to last. The impacted Party shall reasonably endeavor to bring to an end the period of delay or their inability to render delivery, and minimize the impact of said Force Majeure Event on the respective other Party.

Section 8 – Duty to Pay

- (1) The Client undertakes to transfer the agreed price plus any other costs agreed to the account specified by us. The purchase price is payable regardless of the performance of similarly contracted assembly services. Even where Incoterms® 2020 C and D-category clauses have been agreed, the Client shall bear the transport costs, provided this is stipulated in the document concluding the contract or where said transport costs are stipulated as a line-item cost. The place of performance for payment is 32791 Lage, Germany. Any bank fees incurred outside of Germany shall be borne by the Client. Payment shall be made in full, and is due on the date specified in the document concluding our contract, or within the payment period stipulated therein, which shall be based on the invoice date. Should said document stipulate neither a date nor a payment period, payment shall be made within 30 calendar days of the invoice date. The

Client's acceptance of the Goods shall not affect the deadline for payment of the purchase price.

(2) The prices agreed are exclusive of the statutory sales tax applicable on the delivery date.

(3) The Client is only entitled to assert a right of retention or to suspend performance if we recognize the Client's counterclaim, or said counterclaim is undisputed or has been legally established.

(4) The Client is only entitled to assert a right of set-off if and insofar as we recognize the Client's counterclaim, or said counterclaim is undisputed or has been legally established.

(5) Should the Client default on payment of the purchase price, the Client undertakes to pay us interest equal to (9) percentage points above the German Federal Bank's base rate on late payments, for the duration of said default.

Section 9 – Non-Conforming Goods; Defective Goods

(1) Goods shall be deemed contractually non-conforming if, at such time as risk is transferred, they materially deviate from the requirements stipulated in Section 4, Paragraphs 1, 2 or 3.

(2) Goods shall be deemed defective if, at such time as risk is transferred, they clearly deviate from the requirements stipulated in Section 4, Paragraph 4.

Section 10 – Duty to Inspect and Provide Prompt Notification

(1) Without this implying any limitation on the statutory provisions, the Client shall thoroughly inspect the Goods for discrepancies in terms of type, quantity, quality and packaging. Where required, the Client must conduct said inspection with the assistance of an external third party.

(2) Any non-conformities with what has been contractually agreed must be raised within ten (10) calendar days. Where this involves obvious contractual non-conformity, this term shall commence upon delivery of the Goods; in all other cases, the term shall commence once the Client has or reasonably should have identified the non-conformity. Notification of contractual non-conformity must be made in writing, including specific information and a description of the issue so that we may take measures to remedy the situation.

(3) Unless otherwise agreed above and unless defects of title are involved, the statutory provisions shall apply.

Section 11 – Limitation Period

Claims by the Client on the basis of delivery of contractually non-conforming Goods shall lapse one (1) year as of delivery of the Goods. However, claims for fraudulent, intentional and grossly negligent breach of contract or claims for injury to life, limb and health shall remain unaffected. Section 4, Paragraph 2, Clause 4 shall apply to used Goods. Replacement delivery or rectification shall not result in the restarting or suspension of the limitation period.

Section 12 – Legal Remedies in the Event of Non-Conforming and Defective Goods; Limitation of Liability

(1) In the event of contractually non-conforming Goods, the Client may request supplementary delivery, rectification, price reduction and revocation of the contract only in accordance with the statutory provisions.

(2) If and insofar as the fulfillment of warranty claims involves increased costs incurred by us as a result of the Client moving the Goods to a location not stipulated in the document concluding our contract, or a location that is not the Client's place of business, these costs shall be borne by the Client.

(3) Should contractually non-conforming or defective Goods be delivered, or in the event of any other breach of contract involving the contract or our business relationship with the Client, the Client is only entitled to claim damages pursuant to the following provisions, whereby recourse to any other basis for claims (in particular those of a non-contractual nature) is excluded:

a. We are not liable for the conduct of suppliers or sub-suppliers. Furthermore, we are not liable for damages if and insofar as the Client has contributed to said damages.

b. The burden to prove claims that our managing directors, employees or other staff have willfully or negligently breached obligations lies with the Client.

c. Where we are liable, liability for late or non-delivery shall be limited to 0.5% for each full week, but not more than five percent (5%) of the net purchase price of the Goods delivered late or not delivered. Where we are liable for delivery of non-conforming and/or defective Goods, this shall be limited to the net purchase price of the Goods in question.

- d. Section 12 Paragraph 3(c) notwithstanding, we are not liable for lost profits, production downtimes or loss of use.
- e. The above limitations in Section 12, Paragraph 3 shall not apply
 - i. in the event of injury to life, limb or health;
 - ii. if we have acted fraudulently, grossly negligently or willfully;
 - iii. insofar as we are liable under mandatory product liability laws; and
 - iv. to liability that may not be excluded or limited under the applicable laws.

(4) Unless otherwise agreed above, the statutory provisions shall apply.

Section 13 – Rights of Use to Software; Rights to Documentation, etc.

(1) Where Goods contain software, the Client shall be granted a free, basic and non-exclusive license to use said software upon delivery of the Goods. Said license is limited to the Goods ordered under the contract. With the exception of backups, the Client is not authorized to reproduce the software.

(2) We reserve all commercial property rights to any and all documents, images, drawings, etc. (hereinafter collectively referred to as “Documentation”) drafted and/or provided in connection with meeting our obligations under the contract. We remain the exclusive owners of such Documentation.

Section 14 – Other Provisions

(1) We shall reserve the title to the Goods delivered until such time as all outstanding receivables owed to us by the Client are settled. The Client undertakes to take any measures necessary to protect our property and to ensure that nothing interferes with our ownership claim. In particular and where necessary to maintain retention of title, the Client shall, at its own expense, undertake to organize any required public register entries in the country in which the Goods are located.

(2) We are not required to render services that are not stipulated in either the document concluding our contract or these Terms and Conditions of International Sale.

(3) No side agreements to the contract have been concluded.

(4) Any amendments to a contract that has been concluded shall require our written confirmation, duly identified by our signature.

(5) The Client is not entitled to transfer any of its rights or obligations to us to any other person.

(6) The place of performance for delivery is stipulated by Section 5, Paragraph 2; the place of performance for payment is stipulated by Section 8, Paragraph 1. The place of performance for any and all other obligations is hereby agreed as 32791 Lage, Germany, even in cases where a different Incoterms® clause has been agreed. The same shall apply to supplementary delivery, rectification and reversal of contractual obligations should the contract be cancelled.

(7) Any communication, clarifications, notifications, etc. (hereinafter collectively referred to as “Notifications”) must be made in German or English. Notifications undertaken via fax or email shall be sufficient to meet the written form requirement. A signature is not required to meet the written form requirement unless these Terms and Conditions of International Sale expressly require a signature.

Section 15 – Agreement as to Jurisdiction and Arbitral Jurisdiction

(1) If and insofar as the Client is based within the European Union, Switzerland, Iceland or Norway, the Parties hereby agree that the relevant courts in 32791 Lage, Germany, shall have exclusive jurisdiction for any and all disputes arising from or in connection with the contract and these Terms and Conditions of International Sale, including contractual, non-contractual and insolvency disputes, disputes over the validity, invalidity, breach or dissolution of the contract, as well as disputes arising from the business relationship between ourselves and the Client. However, in this case, we shall also be entitled to file suit against the Client in the Client’s jurisdiction.

(2) If and insofar as the Client is based outside of the European Union, Switzerland, Iceland and Norway, the Parties hereby agree that, for any and all disputes arising from or in connection with the contract and these Terms and Conditions of International Sale, including contractual, non-contractual and insolvency disputes, disputes over the validity, invalidity, breach or dissolution of the contract, as well as disputes arising from the business relationship between ourselves and the Client, final settlement shall be made exclusively by arbitration in accordance with the Swiss Rules of International Arbitration set forth by the Swiss Chambers’ Arbitration Institution. The version of the rules of arbitration in force at such time as notice of arbitration is served shall apply. The place of jurisdiction for arbitration proceedings is Zurich, Switzerland; proceedings shall be undertaken in German.

Section 16 – Severability Clause

Should any provision of these Terms and Conditions of International Sale be or become invalid, in whole or in part, the validity of the remaining provisions shall not be affected. To the extent legally possible, we and the Client undertake to replace the invalid provisions with new, legally valid provisions that most closely approximate the economic objective of the invalid provisions.

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