

General Terms and Conditions

I. Scope and general

1. The following General Terms and Conditions of Delivery and Payment (hereinafter referred to as "T&Cs") shall only apply if our contractual partner (hereinafter referred to as "the customer") is acting in the exercise of its commercial or independent professional activity, i.e. as an entrepreneur (§ 14 of the German Civil Code ["BGB"]), when concluding the contract.
2. Our T&Cs apply exclusively. We do not recognise any terms and conditions of business of the customer that are contrary to, supplementary to or deviate from our T&Cs, in particular any terms and conditions of purchase.
3. Our T&Cs shall also apply to future business of the same kind with the customer.

II. Offers

1. Our offers are always subject to change unless expressly stated otherwise in the offer. A binding offer provided by us shall remain binding for us for a period of four weeks.
2. All descriptions, specifications or similar in our price lists, data sheets, catalogues etc. are only intended to describe and explain the goods mentioned therein and are therefore not part of the contract.
3. We reserve the right to make technical changes as well as changes in shape, colour and weight within the bounds of what is reasonable for the customer.
4. We reserve the property rights and copyrights to all documents provided to the customer in connection with an offer and/or the placing of an order, e.g. calculations, drawings, etc. We shall not be liable for any damages arising from such documents. These documents may not be made accessible to third parties unless we give the customer our express written consent to do so. Insofar as the contract is not concluded with us within a period of two weeks, such documents shall be returned to us without delay.

III. Technical advice

Any technical advice provided by us with regard to the area of application etc. for our products is formulated to the best of our knowledge and based on our own experience. We cannot provide any warranty and/or accept any liability for technical advice. All the information and advice about the suitability and area of application for our products does not relieve the buyer of their need to carry out their own checks and tests. Information on the characteristics of our products and/or technical advice relating to applications only forms the basis of the acceptance of a guarantee in the legal sense if the acceptance of a guarantee is expressly declared in writing.

IV. Prices and payment, set-off, right of retention, return conditions

1. Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus VAT at the applicable rate as well as any costs for freight, customs, postage, insurance and other expenses. Freight costs for deliveries abroad and for items which, due to their nature, are to be shipped by a forwarding agent, will be invoiced separately and will be carriage forward, excluding packaging, customs or other expenses.
2. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries that take place three months or more after conclusion of the contract.
3. The deduction of a discount requires an express written agreement; it may also result from corresponding information in our invoice.
4. Unless otherwise expressly agreed in writing in individual cases, our claims are due immediately. If formal acceptance is to be declared by the customer, the claim shall be paid at the latest within fourteen days after acceptance has been granted or notionally granted.
5. Payments by cheque and bill of exchange are only accepted on account of performance. The acceptance of bills of exchange also requires prior written agreement.
6. The customer shall only be entitled to offset counterclaims if these have been legally established or are undisputed. The

customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

7. We are not obliged to accept returns in the event of incorrect orders by the customer. If this is done on the basis of our goodwill, this must be agreed in advance. As a matter of principle, we invoice a remuneration of at least 15 % of the invoice amount as inspection and processing costs. The customer shall be permitted to prove that no damage or less damage than the lump sum has been incurred.

V. Delivery period, partial performances

1. The commencement of a delivery period stated or agreed by us presupposes the clarification of all technical questions and the timely and proper fulfilment of the obligations to cooperate agreed with the customer or incumbent upon him. The term of an agreed delivery period shall begin again if a change in the performance/scope of performance is subsequently agreed.
2. In the event of operational disruptions at our company or at our suppliers due to force majeure, agreed delivery times shall be extended by the period of the operational disruptions. The customer shall be notified immediately of the beginning and end of any operational disruptions.
3. The customer may only withdraw from the contract due to non-compliance with a delivery deadline or a delivery date if he has previously set us a reasonable period of grace and we are responsible for exceeding the delivery deadline/delivery date. This restriction of the right of withdrawal does not apply if we have expressly and seriously refused to provide our service or if there are special circumstances which, after weighing up the mutual interests, justify immediate withdrawal.
4. The reasonable grace period within the meaning of the preceding paragraph shall be at least three weeks from receipt of the deadline.
5. We shall be entitled to render partial performance if the performance obligation incumbent upon us is divisible in the legal sense and also if the delivered items can also be delivered or dispatched individually without jeopardising our other performance.

VI. Dispatch, transfer of risk, transport damage, acceptance, packaging

1. Our obligation to perform is fulfilled when the goods are ready for collection at our storage location (obligation to collect).
2. If the goods are shipped to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This applies irrespective of whether the goods are dispatched from the place of performance and who bears the freight costs.
3. The time at which the ordered goods can be collected from or delivered to the customer at the customer's request is determined individually. If this is not the case, the goods shall be available for collection from us for 12 weeks from the conclusion of the contract or shall be delivered to the customer at the latter's request.
4. The customer must inspect the goods immediately for transport damage or loss and then notify us immediately of any such damage or loss. In the case of repackaged goods, the packaging must be opened and the goods checked for completeness and intactness. Any defects found must also be asserted in writing against the carrier/forwarder and always noted in writing on the acknowledgement of receipt.
5. If the customer violates the obligations provided for in the preceding paragraph, the delivered goods shall be deemed approved.
6. If formal acceptance has been agreed, this shall be carried out within 5 working days of notification of completion at the latest; it shall be deemed to have been granted if the customer does not object to the effect of acceptance within these five working days.
7. The customer is also obliged to accept if our performance is afflicted with only minor and insignificant defects.
8. Transport packaging and all other packaging in accordance with the German Packaging Act will not be taken back, with the exception of pallets. The customer is obliged to arrange for disposal of the packaging at his own expense.

VII. Retention of title

1. We retain title to the items until receipt of all payments under the delivery contract. In the event of conduct by the buyer in breach of contract, in particular default of payment, we shall be entitled to take back the items. The taking back of the items by us shall constitute a withdrawal from the contract. After taking back the items, we shall be entitled to realise them; the proceeds of realisation shall be credited against the buyer's liabilities - less reasonable realisation costs.

2. The buyer is obliged to treat the items with care; in particular, he is obliged to insure them adequately at replacement value against fire, water and theft damage at his own expense. If maintenance and inspection work is required, the buyer must carry this out in good time at his own expense.

3. In the event of seizures or other interventions by third parties, the buyer must notify us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with § 771 ZPO, the buyer shall be liable for the loss incurred by us.

4. The buyer is entitled to resell the items in the ordinary course of business; however, he already now assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim which accrue to him from the resale against his customers or third parties, irrespective of whether the items have been resold without or after processing. The buyer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the buyer meets his payment obligations from the proceeds collected, does not default on payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have not been suspended. If this is the case we can request that the buyer informs us of the assigned claims and their debtors, provides all information necessary for the collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

5. Until full payment of the items by the buyer, the processing or transformation of the items by the buyer shall always be carried out for us. If the item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item (final invoice amount, including VAT) to the other processed items at the time of processing. For the rest, the same applies to the item created by processing as to the items delivered under reservation.

6. If the item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing until the items have been paid for in full by the buyer. If the mixing takes place in such a way that the buyer's item is to be regarded as the main item, it shall be deemed to be agreed that the buyer transfers co-ownership to us on a pro rata basis. The buyer shall hold the sole ownership or co-ownership thus created in safe custody for us.

7. The buyer also assigns to us the claims to secure his claims against him which arise against a third party through the connection of the articles with a property.

8. We undertake to release the securities to which we are entitled at the buyer's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 10 %; the choice of the securities to be released is exclusively ours.

VIII. Warranty - Liability for defects - Liability - Removal and installation costs

1. In the case of contracts for a digital product, the buyer has a duty to cooperate in our examination of whether the buyer's digital environment is compatible with the technical requirements of the digital product.

2. Insofar as we owe the buyer updates in the case of contracts for goods with digital elements or for digital products, we shall in each case notify the buyer of the availability of the update. If the buyer fails to install the update within a reasonable period of time, we shall not be liable for any material defect that is solely attributable to the lack of such update.

3. We are not obliged to provide operating and/or assembly instructions. Should we nevertheless provide operating and/or

assembly instructions, this is a voluntary service on our part and does not establish any legal claims on the part of the buyer.

4. The objective quality of the object of sale shall be determined solely by the information available to or disclosed to the buyer; no separate agreement shall be required for a deviating agreement on quality. We accept no liability for public statements made by the manufacturer of the purchased item or other third parties (e.g. advertising statements).

5. We are not obliged to update the software in the case of goods with digital elements or digital products. Should we nevertheless provide updates, this is a voluntary service on our part and does not establish any legal claims on the part of the purchaser.

6. Claims for defects on the part of the buyer presuppose that he has duly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

7. We are entitled to repair the defective item or provide a replacement free of charge at our discretion.

8. Defects in the software supplied, including the manuals and other documents, shall be remedied by us by means of subsequent performance within the warranty period of one year from delivery following appropriate notification by the customer.

9. If the goods delivered by us are subsequently taken to a place other than the place of delivery or the place of the customer's registered office, we shall not be obliged to bear the resulting additional costs of subsequent performance. This does not apply if the transfer corresponds to their intended use.

10. We will not bear the costs for removal or installation of goods that have already been delivered and installed. Application of the regulation from § 439 para. 3 of the BGB is expressly excluded.

11. The customer shall only have a right of recourse against us insofar as the customer has not entered into any agreements with its customer that go beyond the statutory mandatory claims for defects. The above paragraph shall apply accordingly to the scope of the customer's right of recourse against us.

12. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery, unless mandatory statutory provisions prescribe a longer limitation period. Insofar as an acceptance has been agreed, the statute of limitations shall begin with the acceptance of the goods.

13. We are liable for intent and gross negligence. Furthermore, we shall be liable for the negligent breach of obligations the fulfilment of which is essential for the proper performance of the contract