

General terms and conditions of sale, delivery and service of Vöhringer GmbH & Co KG

§ 1

Scope of application, exclusion of third-party terms and conditions

- (1) All our offers, deliveries and services are based on these terms and conditions (hereinafter referred to as "**GTC**"). The following terms and conditions shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law (hereinafter referred to as "**Customer**").
- (2) Our General Terms and Conditions shall apply exclusively. The applicability of other general terms and conditions is generally excluded, unless we have expressly agreed to this application in writing.
- (3) Our GTC shall also apply if we carry out the delivery to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from our GTC.
- (4) In the event of continuous business relations, our GTC shall also apply to future offers, deliveries and services to the customer without renewed express reference.

§ 2

Conclusion of Contract, Scope of Delivery and Services, Prohibition of Assignment

- (1) Unless otherwise agreed, our offers are free of charge and subject to change. Conclusions and agreements shall only become binding upon our order confirmation in writing or in text form or upon our delivery. The same shall apply to supplements, amendments or collateral agreements.

- (2) Unless otherwise agreed, the contract shall be concluded subject to correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular if a congruent hedging transaction has been concluded with our supplier. The Customer will be informed immediately about the non-availability of the service. Any consideration already paid will be refunded.
- (3) The scope of delivery and performance shall be determined by our written or text-based order confirmation or, in the absence thereof, by our offer.
- (4) All information about our products, in particular the illustrations, dimensional and performance data and other information contained in our offers and printed materials, are to be regarded as approximate average values. Tolerances in color, quantities, weights, quantities and dimensions customary in the industry are expressly reserved. We reserve the right to make technical changes.
- (5) Documents and records on which our offer is based, such as technical drawings, illustrations, descriptions, weights and dimensions, are only the subject of the contractual agreement if this is expressly agreed in writing.
- (6) All documents and records shall remain our property and may not be retained by the Customer, copied or otherwise reproduced or made available to third parties and shall be handed over to us immediately upon our request. All property rights to these documents in our favor shall remain in force even if we leave the documents to the Customer. The Customer is not entitled to use or pass on sample copies, specimens and models.
- (7) We reserve the right to make changes to the object of purchase during the delivery period, provided that the object of purchase and its appearance are not fundamentally changed and the contractual purpose of the delivery is not restricted in a way that is unreasonable for the Customer.
- (8) Without our written consent, the contract concluded with us may not be transferred by the Customer to third parties, either in whole or in part. The

same applies to legal claims of the Customer in connection with the contractual relationship. Claims against us may only be assigned with our written consent. This shall not apply if the legal transaction which gave rise to the claim is a commercial transaction for both parties or if the supplier is a legal entity under public law or a special fund under public law.

§ 3

Prices, payment, partial payment

- (1) Unless otherwise agreed, our prices for deliveries are "Ex Works", Incoterms 2020, and are net prices plus applicable sales tax. Ancillary costs such as freight, customs duty, applicable sales taxes and packaging costs shall be paid additionally by the Customer, even if these are not expressly stated.
- (2) The invoice shall be issued separately for each shipment under the date of the day of shipment and the goods. This also applies to agreed partial deliveries. Our invoices are due for immediate payment without deduction.
- (3) The Customer shall be in default no later than 30 days after receipt of the invoice, unless other circumstances justifying default (for example, a payment reminder or a shorter agreed payment deadline or a payment deadline determined by calendar) have been agreed. As of the occurrence of default, the Customer shall owe default interest in the amount of 9 percentage points above the base interest rate. In addition, in the event of default, we reserve the right to charge a flat-rate default fee of €40.00. Further contractual or legal rights remain unaffected by this.
- (4) In the event of default in payment, we shall be entitled to make further deliveries dependent on full payment of the receivables in default.
- (5) Unless otherwise agreed, we shall be entitled to adjust prices and/or freight rates accordingly if our costs for wages and salaries, raw materials or supplies, energy costs, freight costs and customs duties or other materials

increase. This right shall also apply to deliveries and services under a continuing obligation.

- (6) If payment terms are not complied with or if circumstances become known or recognizable which, according to our due commercial discretion, give rise to justified doubts as to the creditworthiness of the Customer, including facts which already existed at the time of conclusion of the contract but of which we were not aware or should not have been aware, we shall be entitled, without prejudice to further statutory rights in such cases, to stop further work on current orders or deliveries and to demand advance payments or the provision of securities acceptable to us for outstanding deliveries and to withdraw from the contract after the unsuccessful expiry of a reasonable period of grace for the provision of such securities - without prejudice to further statutory rights. The Customer shall compensate us for all damages resulting from the non-execution of the contract.
- (7) In the event of default in payment by our Customer, suspension of payments or application for the opening of insolvency proceedings with regard to the Customer's assets, all our claims shall become due immediately. This shall also apply insofar as payment targets have been agreed or insofar as the claims are not yet due for other reasons.
- (8) Offsetting with counterclaims of the customer is only permitted if the counterclaims are undisputed or have been legally established.
- (9) All payments shall be credited first to the costs, then to the interest and finally to the oldest principal claim.
- (10) Payments shall only be deemed to have been effected when we can finally dispose of the amount.
- (11) Checks and/or bills of exchange shall only be accepted by us as a means of payment if we have previously agreed to this method of payment in writing. All costs incurred by us from such a payment in this case shall be borne by the Customer.

- (12) All payments are to be made in EURO exclusively to us. Any exchange rate risks shall be borne by the Customer.

§ 4

Delivery times

- (1) The delivery time results from the agreements of the contracting parties.
- (2) Unless otherwise agreed, the agreed delivery period is a target delivery period.
- (3) The agreed delivery period shall commence at the earliest upon conclusion of the contract and shall be subject to clarification of all commercial and technical issues. The start of the delivery period is subject to the customer having provided all necessary documents or approvals and having made any agreed advance payments.
- (4) Compliance with a delivery deadline is subject to correct and timely delivery to us.
- (5) Delivery is "Ex Works", Incoterms 2020. The customer is obliged to collect the goods immediately after notification of readiness for shipment.
- (6) The delivery period for delivery "ex works", Incoterms 2020, is met if the purchased item is separated and ready for shipment within the agreed period and the customer has been notified of this. In the case of a mail order purchase, the delivery period shall be deemed to have been met if the purchased item has been handed over to the forwarding agent within the agreed period or was ready for handover and could not be handed over through no fault of our own.
- (7) Cases of force majeure, in particular, but not limited to, riots, strikes, war, floods, lockouts, fires, epidemics, pandemics, epidemics, seizures,

boycotts, legal or official orders and restrictions or incorrect or delayed deliveries by our suppliers and other unforeseeable, extraordinary external events, which cannot be prevented even by the utmost care and which affect us or our suppliers, make our delivery and performance obligations unreasonably difficult or impossible and for which we are not responsible, shall extend the delivery and performance obligations by the duration of the existence of the cases or events with a reasonable restart period, insofar as we are unable to meet our delivery and performance obligations despite reasonable measures.

- (8) The extension of the delivery and performance obligations pursuant to subsection (7) above shall also apply if these cases or events occur at a time when we are in default.
- (9) If the delivery and performance obligations are extended to a reasonable period of time due to such cases or events in accordance with subsection (7) above, the Customer shall be entitled to withdraw from the contract after expiration of these extended delivery and performance obligations. If the Customer is interested in partial deliveries, the Customer may also withdraw from the contract in parts. If we have already provided partial deliveries and/or partial services, the Customer may only withdraw from the entire contract if it can be proven that it has no interest in a partial delivery and/or service on our part. Further legal or contractual rights to withdraw remain unaffected by this.
- (10) The assertion of claims for damages by the Customer in cases of subsection (7) above is excluded.
- (11) Deliveries before the expiry of the delivery period and partial deliveries are permissible insofar as they are reasonable for the Customer.
- (12) If shipment is delayed for reasons for which the Customer is responsible or if the Customer culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us, including

any additional expenses. Further claims or rights remain unaffected by this.

- (13) If the Customer is in default of acceptance or is otherwise responsible for a delay in dispatch, we may store the products at the Customer's risk and expense and invoice them as delivered. After setting and fruitless expiry of a grace period for acceptance of the products, we may withdraw from the contract and claim damages instead of performance. Further rights remain unaffected. It is not necessary to set a grace period if the Customer seriously and finally refuses acceptance or if it is obvious that he is not able to pay the purchase price or accept the delivery even within the grace period. An amount of 20% of the order value shall be deemed to be damage. The damage shall be offset against any down payment made. The parties shall be free to prove that the damage was actually higher or lower.

§ 5

Transfer of risk, dispatch

- (1) Unless otherwise agreed in writing, delivery "ex works", Incoterms 2020, is agreed in each case.
- (2) Accordingly, the risk of accidental loss and accidental deterioration of the delivery items shall pass to the Customer upon notification of readiness for shipment and separation of the purchased item. This shall also apply if we have assumed additional services such as loading, transport or unloading. Should the dispatch of the items be delayed due to circumstances for which the Customer is responsible, the risk of accidental loss shall pass to the Customer when the goods are made available for dispatch and notification is given that the delivery is ready for dispatch.
- (3) If a sale by delivery to a place other than the place of performance has been agreed, the risk of accidental deterioration or accidental loss shall pass to the Customer at the latest upon dispatch of the delivery item or upon handover to the transport person ex works or place of dispatch. If the

dispatch is delayed due to the Customer's conduct, the risk shall pass to the Customer upon notification of readiness for dispatch. § 5 subsection (2) sentence 3 shall apply accordingly.

- (4) If we carry out the transport for the Customer, the manner of packaging and dispatch of the items is incumbent upon us, unless otherwise agreed in writing. In this case, the customer is responsible for taking out transport insurance.
- (5) If it is agreed that we bear the risk of accidental loss and accidental deterioration of the delivery items, the customer is obliged to inspect the shipped goods for external transport damage immediately upon arrival of the goods and in the presence of the carrier. The Customer shall notify the carrier of any externally visible loss or damage to the delivery item at the latest upon delivery, with sufficiently clear marking of the loss or damage, and to inform us of this in writing without delay. Losses or damage that are not externally visible must be reported to us in writing within 5 calendar days. In addition, the provisions of § 438 of the German Commercial Code (HGB) as well as the obligations to give notice of defects pursuant to § 7 subsection (4) shall apply.

§ 6

Retention of title

- (1) We retain title to all items delivered by us until full payment of all our claims against the customer arising from the business relationship.
- (2) The Customer undertakes, at any time upon our request as well as in the event of an insolvency petition, to visibly mark the subject matter of the contract subject to retention of title externally with "owned by Vöhringer GmbH & Co KG".
- (3) The Customer shall treat the goods subject to retention of title with care and to insure them adequately at replacement value against fire, water

and theft damage at his own expense. The Customer hereby assigns to us its claims in this respect under the relevant insurance contracts. We hereby accept this assignment. If maintenance and inspection work is required, the Customer must carry this out in good time at its own expense.

- (4) If the Customer processes the goods subject to retention of title, this shall be done for us as manufacturer within the meaning of § 950 BGB. If the goods delivered with us are processed or inseparably mixed with other items, we shall acquire co-ownership of the new items in the ratio of the invoice value of the goods to the invoice value of the other goods processed. The Customer may process the delivered items in the ordinary course of business, provided that the aforementioned security interests are preserved.
- (5) The Customer may resell the delivery items in the ordinary course of business as long as our retention of title to the items is preserved in accordance with subsection (6) below. The Customer is not permitted to transfer ownership, transfer by way of security, pledge or to undertake similar measures.
- (6) In the event of resale of the delivery items, the Customer already now assigns to us all claims against third parties arising from the resale. We hereby accept this assignment. Insofar as we are only co-owners of the goods sold, the assignment shall only be made up to the amount of our claims against the Customer.
- (7) We revocably authorize the Customer to collect the claim assigned to us for our account in its own name. Revocation of this authorization shall only be permissible if the Customer fails to properly fulfill its obligations under this contract, in particular its payment obligations, becomes insolvent or unable to pay, has filed an application for the opening of insolvency proceedings or such application has been rejected for lack of assets. In the event of revocation of the authorization to collect our claims, the Customer shall notify the debtor prior to the assignment of the claim to us. We shall also be free to disclose the extended reservation of title to the third party.

- (8) The Customer's right to dispose of the reserved goods, to process them or to collect the assigned claims shall expire even without express revocation if insolvency proceedings are instituted against the Customer's assets or if such proceedings are rejected for lack of assets, in the event of suspension of payments, if an application for the institution of insolvency proceedings is filed by the Customer or a third party, or in the event of insolvency or overindebtedness. In these cases, as well as in the cases of the preceding subsection (7), we shall be entitled to withdraw from the contract after the expiry of a reasonable period of time with the consequence that we may take back the reserved goods. The Customer shall hand over the reserved goods. The proceeds of any realization of the reserved goods shall be credited to the Customer less the costs of realization against his obligations towards us.
- (9) In the event of revocation of the authorization to collect the assigned claim, the Customer shall disclose to us immediately in writing against which third party claims from the assigned right exist and in what amount.
- (10) The Customer shall notify us in writing without delay of any seizure of the goods subject to retention of title and/or of the claims assigned to us and of any other claims raised by third parties with regard to the goods subject to retention of title or the claims assigned to us. In the event of seizure, a copy of the seizure report and an affidavit stating that the seized goods are still subject to the retention of title agreed with us shall be sent to us at the same time.
- (11) The Customer is further obligated to provide us at any time with information about the whereabouts of the goods subject to retention of title and about the claims arising from the resale.
- (12) If the securities provided to us exceed the claims to be secured by more than 20 %, we shall be obliged to release securities in an appropriate amount at our discretion at the Customer's request.

- (13) The Customer must inform us immediately in writing if third parties gain access to the reserved goods, the assigned claims or the other documents and records. All costs of legal defense of our reserved goods also against third parties shall be borne by the Customer.

§ 7

Warranty for material defects

- (1) If the contractual relationship between us and the Customer is a contract of sale or a contract for work and services, we shall be liable for material defects of the delivery item already existing at the time of the transfer of risk in accordance with the following provisions. In addition, the statutory provisions shall apply.
- (2) Only the direct purchaser shall be entitled to warranty claims against us and such claims shall not be assignable without our consent.
- (3) Certain properties shall in principle only be deemed to have been warranted by us if we have expressly confirmed this in writing. A guarantee shall only be deemed to have been assumed by us if we have designated a property as "guaranteed" in writing.
- (4) Within the scope of applicability of § 377 of the German Commercial Code (HGB), we must be notified in writing of any recognizable defects, shortages or incorrect deliveries without delay, at the latest within 14 days of delivery, but in any case before combination, mixing, processing or installation; otherwise the delivery item shall be deemed to have been approved, unless we or our legal representatives or vicarious agents are guilty of malice. Hidden defects shall be notified to us in writing without delay, at the latest 14 days after their discovery. Section 377 of the German Commercial Code (HGB) shall apply in addition.
- (5) We shall be given the opportunity to jointly determine the notified complaints and to be present when material tests are taken.

- (6) Subject to the following provisions of this paragraph (6), the limitation period for the Customer's claims for defects shall be one year, calculated from the statutory commencement of the limitation period. If we have fraudulently concealed a defect, the statutory periods shall apply to any claims for damages. The statutory periods shall also apply to the limitation of any claims for damages by the customer due to defects if we are guilty of intent or gross negligence or the claim for damages is based on injury to life, body or health.
- (7) Within the scope of our obligation to provide subsequent performance, we shall be entitled to choose between rectification of defects or replacement delivery. If we fail to meet this obligation within a reasonable period of time or if a rectification of defects fails despite repeated attempts, the Customer shall be entitled to reduce the purchase price or to withdraw from the contract. Cancellation of the contract is excluded if the defect is only insignificant. Furthermore, insofar as we have provided defect-free partial deliveries, a rescission of the entire contract is only permissible if the Customer's interest in the partial deliveries provided has demonstrably ceased. Claims, in particular claims for reimbursement of expenses or damages, shall only exist within the scope of the provisions of § 9. Replaced parts shall become our property or remain our property and shall be returned to us upon request at our expense.
- (8) The Customer shall send us the defective goods for subsequent improvement or replacement delivery at his own risk, unless the return shipment is not possible due to the nature of the delivery. We shall bear the expenses necessary for the purpose of subsequent performance, in particular travel, labor, material and transport costs, but only from the place to which the purchased goods were delivered as intended. The Customer shall pack the goods in a manner suitable for transport.
- (9) If the Customer has installed the defective goods in another item or attached them to another item in accordance with their nature and intended

use, we shall, within the framework of subsequent performance, reimburse the Customer for the necessary expenses for the removal of the defective item and the installation or attachment of the repaired or delivered defect-free item. § Section 442 (1) of the German Civil Code (BGB) shall apply with the proviso that the installation or fitting of the defective item by the customer shall take the place of the conclusion of the contract for the customer's knowledge. We recommend that the Customer reaches an agreement with us on the expected costs before commencing the rectification of the defect in order to avoid later disputes about the necessity of the expenses.

- (10) The Customer shall give us the time and opportunity required for the rectification or replacement delivery. Only in urgent cases of danger to operational safety, the prevention of disproportionately large damages or in the event of delay in the rectification of defects by us shall the Customer have the right, after prior notification to us, to rectify the defect itself or have it rectified by third parties and to demand reimbursement of the necessary costs from us.
- (11) Claims under a right of recourse by the customer pursuant to §§ 445 a, 445 b, 478 of the German Civil Code (BGB) shall only exist if the claim was justified and only to the extent provided by law, but not for goodwill provisions not agreed with us, and shall require compliance with the obligations of the party entitled to recourse, in particular compliance with any obligations to give notice of defects.
- (12) The further processing or installation of goods delivered by us shall always be deemed to be a waiver of the notice of defects, insofar as the defect was recognizable.
- (13) In the event of justified notices of defects, payments by the Customer may only be withheld to an extent that is in reasonable proportion to the material defects that have occurred. If the notice of defect is unjustified, we shall be entitled to demand compensation from the customer for the expenses incurred by us as a result.

- (14) Claims for defects shall not exist in the event of only insignificant deviations from the agreed or customary condition or usability, e.g. insignificant deviations in color, dimensions and/or quality or performance characteristics of the products.
- (15) The acknowledgement of material defects must always be made in writing.
- (16) Our warranty does not extend to the suitability of the delivery item for the purpose intended by the customer, which deviates from the usual purpose, unless this has been agreed in writing.
- (17) Our warranty obligation extends only to the delivery of newly manufactured products. Unless otherwise agreed, used products are sold as is, to the exclusion of any warranty.
- (18) No warranty claims shall exist in particular in the following cases: Unsuitable or improper use, faulty assembly by the Customer or third parties, wear and tear and natural wear, faulty or negligent handling, improper maintenance, mechanical, chemical, electronic, electrical and comparable influences that do not correspond to the intended, average standard influences.

§ 8

Industrial property rights and defects of title

- (1) Unless otherwise agreed, we shall provide the delivery free of industrial property rights and copyrights of third parties (hereinafter collectively referred to as "**Industrial Property Rights**") only within the Federal Republic of Germany. If a third party asserts justified claims against the Customer due to the infringement of Industrial Property Rights by deliveries made by

us and used in accordance with the contract, we shall be liable to the Customer in accordance with the following provisions:

- (2) We shall, at our option and at our expense, either obtain a right of use for the deliveries concerned, modify them so that the property right is not infringed, or replace them. If this is not possible for us under reasonable conditions, the Customer shall be entitled to the statutory rights of rescission and reduction.
- (3) Our obligation to pay damages is governed by § 9.
- (4) The aforementioned obligations on our part shall only exist insofar as the Customer has notified us immediately in writing of the claims asserted by the third party, does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for us. If the Customer discontinues the use of the delivery for reasons of mitigation of damages or other reasons, he shall be obliged to point out to the third party that the discontinuation of use does not constitute an acknowledgment of an infringement of Industrial Property Rights.
- (5) Claims of the Customer are excluded if he is responsible for the infringement of the Industrial Property Right.
- (6) Claims of the Customer are also excluded if the infringement of Industrial Property Rights is caused by special specifications of the Customer, by an application not foreseeable by us or by the fact that the delivery item has been modified by the Customer or used together with products not supplied by us.
- (7) In the event of other defects of title, the provisions of § 7 shall apply accordingly.
- (8) Further or other claims of the customer against us than those regulated in this § 8 and in § 7 are excluded.

§ 9

Liability

- (1) We are only liable for damages, for whatever legal reasons,
 - a) insofar as we, our legal representatives or vicarious agents are guilty of intent or gross negligence
 - b) in case of culpable injury to life, body, health
 - c) in case of culpable violation of essential contractual obligations
 - d) in the case of defects which we have fraudulently concealed or the absence of which we have guaranteed
 - e) insofar as liability exists under product liability law for personal injury or property damage to privately used objects.

We shall not be liable for any further claims for damages.

- (2) A material contractual obligation is an obligation the fulfillment of which makes the proper performance of the contract possible in the first place and on the fulfillment of which the contractual partner regularly relies and may rely.
- (3) In the event of a slightly negligent breach of material contractual obligations (excluding intent and gross negligence), our liability shall, however, be limited to the reasonably foreseeable damage typical for the contract.
- (4) The contract-typical, foreseeable damage is to be assessed in the amount of the contract value of the affected service.

§ 10

Place of Performance, Jurisdiction, Applicable Law, Miscellaneous

- (1) The place of performance for all claims arising from the business relationship between us and the Customer is Trochtelfingen.

- (2) The exclusive place of jurisdiction for all claims arising from the business relationship shall be at the place of performance, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law. However, we are also entitled to take action against the Customer at his general place of jurisdiction.

- (3) For all disputes arising from contracts to which these GTC apply and for all disputes arising from the business relationship between us and the customer, the law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law is excluded.

§ 11

Final provisions

Should individual provisions of these terms and conditions be invalid in whole or in part, this shall not affect the validity of the other provisions.

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